

ODIN

PLATFORM USER AGREEMENT

PARTIES

This agreement (the "**Agreement**") is made between:

- (1) **Join Odin Limited**, a private limited company incorporated in England and Wales with company number 12849405 and whose registered office is at Unit 10 New North House Canonbury Yard, 190a New North Road, London, United Kingdom, N1 7BJ ("**Odin**"); and
- (2) You, as a user of the Platform (as defined below) (a "**User**").

1. Background

This Agreement sets out the terms of the relationship between Odin and you, as a User. You should read these terms carefully before agreeing to them, and we strongly advise you to keep a printed or electronically stored copy of this Agreement for your future reference. Please contact hello@joinodin.com if you have any questions about this Agreement. Capitalised terms used but not immediately defined have the meaning given to them in clause 2.1 below.

2. Definitions and interpretation

- 2.1. In this Agreement, the following words and phrases have the meanings given below:

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| "additional information" | information we provide on the Platform, other than information contained in Deal Documents, as explained further in clause 15.1 |
| "Agent" | <p>in the case of either:</p> <ul style="list-style-type: none">(a) a corporate User;(b) an unincorporated User; or(c) a government User, <p>that natural person acting on such User's behalf, as explained further in clause 4.6</p> |
| "Bank" | Wise PLC of 6 th Floor Tea Building, 56 Shoreditch High Street, London, United Kingdom E1 6JJ, or such other bank as Odin may from time to time designate as its principal bank |
| "Carried Interest" | as such term is defined in each set of Syndicate Terms |

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| “Companies Act” | the UK Companies Act 2006, as may be amended or modified from time to time |
| “corporate User” | a legal person who becomes a User, as explained further in clause 4.6 |
| “Deal” | any Primary Issuance or Secondary Sale which is originated by a Syndicate Lead and made available to Syndicate Members via the Platform (and “Deals” shall be construed accordingly) |
| “Deal Documents” | in relation to each Deal, the Deal Sheet, the Syndicate Terms, the Services Agreement, the Investment Instrument or Transfer Instrument (as the case may be) and the Promotional Materials relevant to that Deal |
| “Deal Page” | a restricted access webpage on the Platform containing Deal Documents for a Deal |
| “Deal Sheet” | the headline terms and conditions accompanying a Deal published by Odin |
| “Designated Account” | one or more segregated bank accounts, opened with the Bank and operated by Odin for the sole purpose of arranging Deals, details of which will be specified on the Deal Page or in the relevant Deal Documents |
| “EIS” | the Enterprise Investment Scheme administered by HMRC |
| “FCA” | the UK Financial Conduct Authority, an independent organisation whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom |
| “FCA Rules” | the rules and guidance set out in the handbook of the FCA |
| “government User” | a government body that becomes a User, as explained further in clause 4.6 |
| “HMRC” | HM Revenue & Customs |
| “individual User” | a natural person who becomes an Odin User, as explained further in clause 4.6 |

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| “Investee Vehicle” | a person seeking to raise funds from Syndicate Members pursuant to a Deal |
| “Investment Instrument” | in relation to a Primary Issuance, the underlying investment instrument (or instruments) to be executed between the Nominee and the Investee Vehicle upon completion of such Deal |
| “Investor Profits” | as such term is defined in each set of Syndicate Terms |
| “Investor Receipts” | as such term is defined in clause 8.3 |
| “My Deals” | a private section of the Platform which hosts an electronic depositary confidential and personal to each User, and where the User can access and download a copy of this Agreement, and in relation to any Deals in which the User has participated; copies of any Deal Documents or any beneficial certificates of ownership in the name of such User and any corporate updates communicated by or on behalf of each relevant Investee Vehicle |
| “Nominee” | Odin Investments Limited, a company incorporated in England and Wales under company registration number 13399980 and whose registered office is at Unit 10 New North House Canonbury Yard, 190a New North Road, London, United Kingdom, N1 7BJ (or any successor or alternate nominee appointed by a Syndicate in accordance with clause 7.4, and ‘Nominee’ shall be construed accordingly) |
| “Other Investors” | those Users (other than the Syndicate Lead) participating in a Deal as part of a Syndicate |
| “person” | a natural or legal person, including a partnership, unincorporated association or other unincorporated entity that, despite not having a distinct legal personality, is acting for purposes of this Agreement as a unified body |
| “Platform” | the online platform operated by Odin located at www.joinodin.com |
| “Platform Agreements” | this Agreement, the Privacy Policy, and any other agreements as explained further in clause 3.2 |
| “Primary Issuance” | a subscription for Subscription Shares in an Investee Vehicle by Syndicate Members which is effected through the Platform |

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| “Promotional Materials” | any and all promotional material made available to Users on the Platform in respect of prospective Deals |
| “Privacy Policy” | our written privacy policy which is accessed via www.joinodin.com/privacy and is incorporated by its reference within the terms of this Agreement |
| “Sale Shares” | in relation to a Secondary Sale, the legal and beneficial title to the equity or equity-like interests in the Investee Vehicle (including but not limited to tokens or warrants) which are to be acquired by the relevant Syndicate Members (with the Nominee to hold the legal title to such Subscription Shares on behalf of each Syndicate Member pursuant to the relevant Syndicate Terms) pursuant to the terms of the Transfer Instrument |
| “Security Interest” | any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security, interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right to shares, securities or to any asset or liability |
| “SEIS” | the Seed Enterprise Investment Scheme administered by HMRC |
| “Secondary Sale” | a sale and purchase of existing Sale Shares in an Investee Vehicle between a Seller (or more than one Seller) and Syndicate Members which is effected through the Platform |
| “Seller” | a holder of Shares in an Investee Vehicle for which Deal Documents in respect of a Secondary Sale are displayed on (or may be accessed through) the Platform |
| “Services Agreement” | in relation to a Deal, the services agreement entered into between Odin and either the Investee Vehicle or Seller (as applicable) in respect of such Deal |
| “Shares” | in relation to a Deal, either Subscription Shares or Sale Shares (as applicable) |

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| “Subscription Shares” | in relation to a Primary Issuance, the legal and beneficial title to the equity or equity-like interests in the Investee Vehicle (including but not limited to partnership interests, tokens, warrants or units) which are to be subscribed for by the Syndicate Members (with the Nominee to hold the legal title to such Subscription Shares on behalf of each Syndicate Member pursuant to the relevant Syndicate Terms) pursuant to the terms of the relevant Investment Instrument |
| “Syndicate Lead” | in relation to a Deal, the person(s) identified as the Syndicate Lead(s) in the Deal Sheet |
| “Syndicate Members” | in relation to a Deal, each member of the syndicate of experienced investors who has been approved by the Syndicate Lead to either subscribe for the Subscription Shares or acquire the Sale Shares (as the case may be) (and the term ‘Syndicate Member’ shall also be taken to include the Syndicate Lead where applicable) |
| “Syndicate Terms” | in relation to a Deal, the terms of agreement between the relevant Syndicate Members, Odin, and the Nominee |
| “Transfer Instrument” | in relation to a Secondary Sale, the underlying transfer instrument (or instruments) to be executed between the Nominee and the Seller(s) upon completion of such Deal |
| “unincorporated User” | a partnership or unincorporated association (including a fund that is not structured as a legal person) who becomes a User, as explained further in clause 4.6 |
| “User” | you and any other users of the Platform who have also previously executed a version of this Agreement |

2.2. In this Agreement, unless the context otherwise requires:

- 2.2.1. any reference to “execute” or “executed” shall include any expression of assent to be bound by the terms of this Agreement or the other Deal Documents (as applicable) through electronic means provided on Platform or otherwise signed or executed in a manner approved by the Platform Operator;
- 2.2.2. words in the singular include the plural and vice versa, and use of the masculine includes the feminine and neuter and vice versa;
- 2.2.3. a reference to a statute or statutory provision includes any subordinate legislation made under it, and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;

- 2.2.4. any reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.5. the headings are inserted for convenience only and shall not affect the interpretation of this Agreement;
- 2.2.6. a reference to 'writing' or 'written' includes e-mail (or in the case of Odin, communication via the Platform);
- 2.2.7. the word "including" or "includes" is not exclusive, so it should be read as if followed by the words "without limitation"; and
- 2.2.8. subject to clause 2.1, expressions used in this Agreement shall have the same meaning as given to them in the FCA Rules.
- 2.2.9. any use of the terms "you must", "you shall", "you may only", "you may not" or similar terms mean that, in executing this Agreement, you expressly agree to be bound by whatever action or commitment such terms reference.

3. This Agreement

- 3.1. **Status.** This Agreement shall become effective and binding upon you signing up to use the Platform by providing your email address and personal information. Upon the participation in any Deal, you may be asked to re-confirm your acceptance and acknowledgement of the terms and conditions of this Agreement (and our Privacy Policy which is incorporated by reference in this Agreement).
- 3.2. **Relationship to other agreements.** In addition to this Agreement, you, we, and certain other persons may enter into several other agreements. These agreements, and any notices you are provided with in connection with your use of the Platform, are referred to as "**Platform Agreements**", are binding on both you and us insofar as our respective obligations thereunder are concerned, are intended to be consistent with each other, and should be read and interpreted together. However, if a conflict arises, then unless if otherwise stated in this Agreement, the terms of any agreement to which you agree after this Agreement will prevail over the terms of this Agreement, while the terms of any agreement to which you agreed to or notices you were provided with before this Agreement shall be read and interpreted alongside the relevant version of this Agreement which was in force at the time of such agreement. Notwithstanding the above, the terms of our Privacy Policy are incorporated by reference in this Agreement and should be read together with this Agreement.
- 3.3. **Amendments.** We may amend this Agreement from time to time, for example to make it easier to understand, to comply with legal or regulatory requirements, keep up with industry developments, reflect changes to our business, products, or services, or in respect of matters that do not affect your substantive rights. If we make a change that affects any of your substantive rights, we will notify you of the amendment or amendments at least ten (10) working days before they take effect with respect to you. Such notification may occur by email, by notice to you when you log onto the Platform, or by other means. 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 to constitute your notice of termination of your Platform access in accordance with clause 14.1.

4. Eligibility for Platform access

- 4.1. **Categorisation (Capacity).** In order to join Odin as a User, you must be either (a) a natural person who is 18 years of age or over (which we refer to as an "**individual User**"), (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 User**"), (c) a partnership or unincorporated association, including a fund that is not structured as a legal person (which we refer to as an "**unincorporated User**"), 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 User**"). In executing this Agreement, you warrant to us that you meet the criteria of an individual User, a corporate User, an unincorporated User or a government User and that you are not subject to the laws of any territory which would make your participation in the Platform unlawful.
- 4.2. **Categorisation (Investor Profile).** In order to join Odin as a User, you must also be able to truthfully self-certify either as a "high net worth individual" or as a "sophisticated investor" in each case within the meaning of the term as defined by the Financial Services and Markets Act (Financial Promotion) Order 2005 and the Financial Services and Markets Act (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (or the equivalent of such investor categories under the laws of the territory in which you are resident or situated). Self-certification involves electronically signing a declaration (provided by us the first time that you access the Platform) to confirm that you fall within the relevant categorisation, and from time to time we reserve the right to 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 clause 23.1. Without prejudice to this certification 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 User, an unincorporated User or a government User, 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.
- 4.3. **Verification/AML.** To join Odin as a User, the first time that you access the Platform we will require you to complete an electronic verification check to confirm you are who you say you are. We may also require you to complete certain anti-money laundering checks at the time of a Deal (with any such decision being made at our sole discretion). You hereby agree to comply with all such verification and AML requirements while you are a User.
- 4.4. **Ceasing to be eligible.** You must inform us as soon as reasonably practicable if you cease to be eligible to be a User. If you inform us, or if we otherwise discover, that you have ceased to be eligible as a User, your access to the Platform will be either terminated or suspended in accordance with clause 14.2 or clause 14.3 respectively. If you later become eligible as a User again and inform us of this, your access to the Platform may be reinstated at our discretion.
- 4.5. **One account only.** You may only become a User of Odin once (in a chosen capacity in accordance with clause 4.1). You may not attempt to create multiple accounts for yourself in the same capacity by using different email addresses or other identifying information. If you attempt to do so, your access to the Platform may be terminated in accordance with clause 14.2. For the avoidance of doubt,

this provision does not prevent you from signing up as both an individual User or as a corporate User (for instance) should you need to.

- 4.6. **Agents.** If you are a corporate User, an unincorporated User, or a government User, 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 User (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 User, an unincorporated User, or a government User.
- 4.7. **Overseas territories.** In addition to the requirements of clauses 4.1 and 4.2, persons who are resident or situated in territories outside the United Kingdom may not become Users if their accessing of Deals, and participating in Deals through the Platform, would contravene any local legislation or other regulatory requirements. Such persons may be required to comply with additional or alternative requirements to those set out in clauses 4.1 and 4.2 to become Users.
- 4.8. **Entirely our decision; no liability.** The decision whether to authorise you as a User is entirely ours, and notwithstanding the eligibility criteria described in this clause 4, we may decide (acting reasonably and/or where required to do so by applicable law, rules or court order) to restrict your access to the Platform at any time. We will not be liable to you for any losses, damages or costs arising from our decision to restrict such access to the Platform.

5. Odin's Relationship with You

- 5.1. **Capacity.** Upon execution of this Agreement, you will become a User, and you will remain a User until and unless your access to the Platform is terminated or suspended in accordance with clause 14. Our obligations to you as a User are as set forth in this Agreement and other Platform Agreements.
- 5.2. **No client relationship.** You are not our customer nor our client for the purposes of the FCA Rules, but rather a 'corporate finance contact' (as such term is defined in the FCA Rules), since our services are provided solely to each Investee Vehicle or Seller pursuant to a Services Agreement executed with such counterparty (and each of whom shall constitute our 'client' for the purpose of the FCA Rules). Consequently, Odin is not responsible to you for providing the protections which are afforded to clients of Odin.
- 5.3. **No advice, introductions, negotiation, or recommendations.** Odin does not provide any advice, introductions, or recommendations with respect to any aspect of any Deal, including but not limited to any advice, negotiation, or recommendations regarding the price for the Shares or the other terms of the Deal. This means, among other things, that Odin cannot give any User any investment, legal, taxation or other advice in connection with a Deal and nothing on the Platform or in any communications which Odin sends to a User is intended to constitute advice, an introduction, or a recommendation. If you feel that you

need or want advice at any time, you should consult an appropriate professional financial, legal, taxation or other adviser.

- 5.4. No matching, price formation.** In arranging Secondary Sales, Odin is under no circumstances matching a Seller with one or more Syndicate Members, and all agreements to enter into a Secondary Sale shall be made in advance between such parties directly, with Odin merely facilitating the subsequent transfer of Shares from one party to the other in a manner consistent with all other Secondary Sales that take place on the Platform. Odin is not involved in any aspect of price formation or valuation and the fair value of the Shares to be transferred pursuant to a Secondary Sale is to be agreed directly between the relevant Syndicate Lead and Seller and communicated in writing to Odin by such parties at the time of Odin's preparation of the relevant Deal Sheet(s). The Platform is not a trading platform.
- 5.5. No portfolio or risk management.** Odin does not perform any portfolio or risk management in respect of any Deals which are completed on the Platform, and you are reasonably expected to use your own insight and experience when it comes to participating in any Deal on the Platform and then monitoring such Deal on an ongoing basis. If you feel that you need or want advice at any time in this regard, you should consult an appropriate professional financial, legal, taxation or other adviser.
- 5.6. No offering to the public.** The opportunity to participate in a Primary Issuance may also be deemed to involve an "offer" to you of the relevant Subscription Shares. In executing this Agreement, you are expressly agreeing that you consider, and will treat for all purposes, any such offer as (a) "not being calculated to result, directly or indirectly, in [such Subscription 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) not being a "public offer" for purposes of section 755 of the Companies Act.
- 5.7. Location of activities.** In executing this Agreement, you agree that all 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 the laws of England and Wales. 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 clause 5.7 or clause 22.9, 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.

6. The Platform

- 6.1. Role.** Your interactions with us and with other Users will take place almost entirely through the Platform. This will include the use of the Platform to make investments or purchases, including transferring money to a Designated Account in respect of a Deal, and to follow the progress of your Deals after they have been completed in your "My Deals" viewer. In addition, most communications between us and you, and between you and other Odin Users or Syndicate Leads, will take place through the Platform. There are certain exceptions where we may interact with you, or you may interact with Odin Users or Syndicate

Leads, via direct email, Slack, telephone or in person, but in general you should expect that you will not be able to communicate with us or with other Odin Users or Syndicate Leads via any means other than the Platform. If you are uncomfortable using the Platform for these interactions, you should not execute this Agreement and become a User.

- 6.2. Access.** Access to the Platform is performed using an authentication token. The authentication token may be a username and password pair, setup by you, or an authentication token provided by an external platform on which you have an account. Your Odin account is personal to you and is not transferable. You may not permit any other person or device to access your account. 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 account. You should note that we may terminate or suspend your access to the Platform under specified circumstances as described in clauses 14.2 and 14.3.
- 6.3. Security.** You must notify us immediately if you learn or suspect that the security of your username or password, or of the account you use to sign into the Platform, may have been breached. If we receive such a notification from you or determine ourselves that the security of your account may have been breached, you will not be able to access the Platform until measures have been taken to verify your identity.
- 6.4. Profile.** At some stage after you first access the Platform, you will be asked to complete a user profile. The information you provide in your user 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 (as described in clause 4.3), which you may change at any time. To the extent that you choose to make your profile "public" for certain purposes, it will also be the basis on which other Users identify you. You must complete the profile truthfully, and you must keep the information in your profile up to date.
- 6.5. Content.** You are solely responsible for any content you post on the Platform. 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 any other Users shall be liable for your content, and you hereby agree to indemnify us and any other affected Users for any loss, damages or costs suffered by us and/or other affected Users which arises directly from or in connection with any content you publish on the Platform which is in contravention of this clause 6.5.
- 6.6. Interactions with other participants.** You are solely responsible for your interactions with other Users. We reserve the right, but are not obliged, to monitor actions and disputes between you and other Users, 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), and we reserve the right to remove your ability to post communications on the Platform altogether.
- 6.7. Promotion of unregulated collective investment schemes.** Certain of the investment opportunities available on the Platform may be deemed to be unregulated collective investment schemes (UCIS) for the purposes of the FCA Rules. In order to promote such opportunities to you, you may be required to complete an additional eligibility assessment other than, or in addition to, the

assessment described in clause 4. By doing so, you expressly agree that we may promote these unregulated collective investment schemes to you.

7. Structure of Investments

- 7.1. **Nominee.** Unless indicated differently in a set of Deal Documents or as agreed in advance in writing directly with us, when you choose to participate in a Deal, the legal title to your Shares will be held in the name of the Nominee as bare trustee, with the beneficial interest in such Shares being held by you by reference to internal records kept by Odin (and the Syndicate Lead). As a beneficial holder of interest, you will receive an economic interest in the relevant Investee Vehicle that is equivalent to the economic interest you would hold if you were to have acquired your Shares directly, but you will not hold or administer the Shares and will therefore not be in the same legal position as a direct shareholder would otherwise be. In these circumstances, the Nominee will be registered by the Investee Vehicle as the legal owner of the Shares upon completion of a Deal, rather than you, the User. The full terms of the arrangements governing the appointment of the Nominee by you will be set out in the relevant Syndicate Terms.
- 7.2. **User entitlement (transfer of beneficial entitlement).** To the extent permitted by the relevant Deal Documents, you may be permitted to transfer the beneficial title to your Shares (including any fractional beneficial entitlement if applicable) in the capital of an Investee Vehicle, provided that (a) you notify the Syndicate Lead of your intention to transfer such beneficial title as soon as reasonably practicable, (b) you provide such information about the transfer and the transferee as the Syndicate Lead and/or Odin may reasonably request, (c) the transferee satisfies anti-money laundering checks (if any), and (d) you satisfy the administration costs of Odin in processing the proposed transfer at the time of such transfer (as specified in Appendix 1 of the Syndicate Terms for the Deal in question).
- 7.3. **User obligations.** You shall not attempt to transfer, or purport to transfer the legal title to any of your Shares held by the Nominee while this Agreement is in force (without the prior consent of Odin, the Investee Vehicle and the relevant Syndicate Lead), or represent that you hold the legal title to such Shares in any way. You shall not attempt to transfer the beneficial title to any of your Shares held by the Nominee in any way other than in accordance with clause 7.2 above. You shall not allow a Security Interest to be created or otherwise exist over any of your Shares held by the Nominee. Notwithstanding any specific limitations of liability contained in any Deal Document, you agree to fully indemnify and keep indemnified Odin, the Nominee and the Syndicate Lead and their respective directors, officers, employees, agents and advisers from and against all claims, actions, proceedings, demands, damages, liabilities, losses, settlements, judgements, costs and expenses (including legal fees) which arise directly out of or in connection with any breach by you of this clause 7.3.
- 7.4. **Alternate nominee.** A Syndicate Lead may appoint a different nominee than the Nominee to act as 'Nominee' for a particular Deal. Likewise, you may request at any time that any Investment which you have made and is held by the Nominee is transferred either (a) into your own name to hold the legal (as well as beneficial) title, or (b) to an alternate nominee entity as consented to in advance by us and the relevant Syndicate Lead (acting reasonably).
- 7.5. **No fees charged by the Nominee.** For the avoidance of doubt, at no time will the Nominee charge a User with any fees or expenses incurred in providing the nominee services as described by this clause 7. For the avoidance of doubt, this

statement does not apply to any fees, Carried Interest or expenses which may be deducted from amounts held on your behalf by the Nominee in the Designated Account pursuant to the relevant Syndicate Terms and which may be contractually owed to either Odin or the Syndicate Lead pursuant to the terms of the relevant Deal Documents.

- 7.6. **Insolvency.** In the event of the insolvency of either Odin or the Nominee, any Investments legally held by the Nominee will not be appropriated as part of any insolvency proceedings affecting the Nominee.
- 7.7. **Interpretation.** Any provisions in this Agreement either impacted or otherwise influenced by a nominee structure as summarised in this clause 8, including without limitation, references to an Investment or to Shares shall be interpreted accordingly to give effect to the nominee structure and, where applicable, references to 'Nominee' shall also include any alternate nominee appointed in accordance with clause 7.4 above.

8. Flow of Funds

- 8.1. **Designated Account.** It is not our policy to receive and/or hold any funds from Users in respect of Deals either on a one-off or an ongoing 'wallet' basis. Instead, where you commit to participate in a Deal, the Deal Documents will specify a Designated Account for the purpose of receiving committed funds from all participating Users in the Deal by a specific deadline pending completion of the Deal (at which point the total amount of funds will be released to the Investee Vehicle or the Seller (as relevant) net of any fees charged by Odin and/or the Syndicate Lead in accordance with the relevant Deal Documents).
- 8.2. **Regulatory matters.** Any funds deposited in the Designated Account by you and any other Users in respect of Deals will likely be held to the order of different parties according to the timing of execution for different Deals. That being the case, the Designated Account (and any funds deposited therein) will be treated as a "common account" as such term is understood for the purpose of the schedule to the FSMA 2000 (CIS) Exemptions Order 2001, and any funds so deposited therein will be held strictly on the basis that we have previously categorised the relevant Investee Vehicle or Seller (as relevant) as our client for FCA purposes (as further explained in clause 5.2), and such Investee Vehicle or Seller (as relevant) has expressly opted out of the client money rules pursuant to CASS 7.10.10 of the FCA Handbook. Notwithstanding this arrangement, we will always exercise due care in choosing our banking provider and the operation of the Designated Account shall ensure that all funds deposited in it will be segregated from our own monies and shall not be used in the course of our own business. If our Bank becomes insolvent at any time, the Designated Account and any deposited funds therein may only rank as an unsecured creditor of the bank. No interest will be payable to you in respect of any balances held in the Designated Account from time to time.
- 8.3. **Receiving money from Investments.** If any capital proceeds or profit distributions are to be received by you in respect of a Deal ("**Investor Receipts**"), such Investor Receipts will be paid to you in accordance with the terms of the relevant Deal Documents (which will also set out the terms on which any fees or Carried Interest payments owed to Odin and/or the Syndicate Lead are payable in respect of such Investor Receipts). For the avoidance of doubt, no Investor Receipts will pass from an Investee Vehicle directly to Odin for onward distribution to you. You hereby consent to us providing the relevant Investee Vehicle with any personal information previously provided by you to us which we

deem necessary (acting in our sole and reasonable discretion) to facilitate any payment of Investor Receipts to you by the Investee Vehicle.

9. The Investment process

- 9.1. **Syndicate Members.** Admission as a Syndicate Member in respect of a Deal is conditional on the Syndicate Lead's own specific and proprietary terms and conditions for admittance, and such terms and conditions do not constitute either a Platform Agreement nor are representative of the terms and conditions between us and you as set out in this Agreement and other Platform Agreements. Upon admittance as a Syndicate Member, you may be able to view the Deal Pages active at that time which are available solely to those Syndicate Members admitted by the relevant Syndicate Lead. Within each of those Deal Pages, you will be able to access and view the Deal Documents and any Promotional Materials for the relevant Deal(s) on display.
- 9.2. **Promotional Materials.** Most Deals will be accompanied by Promotional Materials. Such Promotional Materials, while they may have been reviewed by us to ensure they are acceptable for use on the Platform, will not have been approved by us, and to the extent that they have also not been approved by a third party FCA-authorised firm, the Deal Page hosting the relevant Promotional Materials will make this status clear along with a prominently displayed statement that such materials are restricted to certain categories of person and should not be relied upon by anyone else.
- 9.3. **No recommendation; no reliance on other information.** The display of a Deal on the Platform does not mean that we are recommending that you make an investment in the relevant Investee Vehicle, that we believe the Investee Vehicle is likely to be successful or that we take any responsibility or will in any way be liable to you if the Investee Vehicle is not successful. We make no warranties or representations and assume no liability in respect of the Investee Vehicle or the content of the Deal. The investment decision with respect to any investment through the Platform is yours and yours alone and you should make your own assessment, consulting with any relevant advisers if you need assistance, of the viability and prospects of the Investee Vehicle and the accuracy of its Deal and any Promotional Materials. Other than what is contained in the Deal Sheet, we have not reviewed or approved any information about the Investee Vehicle (including, but not limited to, any Promotional Materials). Any discussion forums or documents sections, and any additional documents made available for download do not constitute part of the Deal Documents. Any responses to questions in any discussion forum or any documents section by an Investee Vehicle and any documents downloaded on request shall constitute "one-off communications" and should be treated in the same way as if you had a one-on-one email conversation with the relevant Investee Vehicle without any involvement from us.
- 9.4. **Confidentiality.** Deals are presented on the Platform in order for you to make your investment decisions and not for any other purpose. While you may not be legally required to keep the information presented in Deals confidential, you may not use it in any way to compete with or otherwise impede the success of the relevant Investee Vehicle, and if you do so we or the Investee Vehicle may bring an action against you for any damage you have caused to our reputation, to our business, to the relevant Investee Vehicle or otherwise.
- 9.5. **Execution and Commitment.** After reviewing the Deal Documents and any associated Promotional Materials on a Deal Page, you may choose to participate in the Deal by indicating the amount which you would like to invest or purchase

(as the case may be) by completing the relevant field at the foot of the Deal Sheet. You will then be asked to re-confirm your personal details and signify your acceptance to the terms of the relevant Deal Documents by marking the relevant fields. Upon confirming your details and your acceptance of such terms, you will proceed to a payment instruction page with instructions as to how to make your payment in accordance with the Deal Documents.

- 9.6. **Cancellation Rights.** You may have the right to cancel your Investment for a specified period of time. Any such cancellation rights will be described in the relevant Deal Page and/or Deal Documents. If you do not exercise your right to cancel the Investment within such specified period, your Investment is irrevocably committed and not cancellable. If a Deal is cancelled prior to the relevant Investee Vehicle receiving investment funds (through the fault of the Investee Vehicle or otherwise), we will notify you in accordance with clause 23.2. Any Deal Documents which you have executed may be declared null and void and to the extent that your funds are held in the Designated Account, they will be returned to you.
- 9.7. **Completion of a Deal/Investment.** For any given Investee Vehicle seeking capital through the Platform, the Deal Page and/or Deal Documents will set forth the process and circumstances under which a Deal will complete, as well as the consequences of such completion or non-completion.
- 9.8. **Inducements.** Investee Vehicles may offer participating Users inducements, such as discounts, rewards, or offers, as part of their Deal Terms. Please note that any inducements offered by an Investee Vehicle are subject to the terms and conditions provided by the Investee Vehicle and applicable law and are not in any way administered or affiliated with Odin. It will strictly be the Investee Vehicle's sole responsibility to honour any such inducements (and ensure that they are offered compliantly) and Odin will have no responsibility for them or their offering.

10. Risk Warnings

- 10.1. **Loss of capital.** Most early-stage businesses, and many other growth-focussed businesses or fund vehicles fail, and if you invest in an Investee Vehicle displayed on the Platform, it is significantly more likely that you will lose all of your invested capital than you will see any return of capital or a profit. You should not invest more money in the types of Deals displayed on the Platform than you can afford to lose without altering your standard of living.
- 10.2. **Illiquidity.** Almost all investments you make in Deals displayed on the Platform will be highly illiquid. It is very unlikely that there will be a liquid secondary market for the Shares of an Investee Vehicle. This means you should assume that you will be unlikely to be able to sell your Shares until and unless the Investee Vehicle floats on a stock exchange or is bought by another company (or, in the case of fund vehicle, reaches the end of its lifespan or some other relevant inflection point); and, even if the Investee Vehicle is bought by another company or floats, your investment may continue to be illiquid. Even for a successful business, a flotation or purchase is unlikely to occur for several years from the time you make your investment. For businesses for which secondary market opportunities are available (including any available on the Platform), it can be difficult to find a buyer or seller, and Users should not assume that an early exit will be available just because a secondary market exists.
- 10.3. **Rarity of dividends.** Investee Vehicles of the type displayed on the Platform rarely pay dividends or make distributions. This means that if you invest in an

Investee Vehicle through the Platform, even if it is successful you are unlikely to see any return of capital or profit until you are able to sell your Shares in the relevant Investee Vehicle. As explained in clause 11.2, even for a successful business this is unlikely to occur for several years from the time you make your Investment.

- 10.4. **Dilution.** Any Investment you make in an Investee Vehicle available for investment through the Platform is likely to be subject to future dilution. This means that if the Investee Vehicle raises additional capital at a later date, it will issue new shares to the new investors, and the percentage of the Investee Vehicle that you own will decline. These new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may work to your disadvantage. Your Investment may also be subject to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, service providers to or certain other contacts of the Investee Vehicle.
- 10.5. **Diversification.** If you choose to invest in Investee Vehicles of the type available for investment through the Platform, such investments should only be made as part of a well-diversified portfolio. This means that you should invest only a relatively small portion of your investable capital in such Investee Vehicles, and the majority of your investable capital should be invested in safer, more liquid assets. It also means that you should spread your investment between multiple businesses rather than investing a larger amount in just a few.

11. Account and investment information

You can view your transaction history and current investments through your "My Deals" viewer at any time. This is the only way in which you will be able to obtain information about your transactions and Investments from us, and we do not intend to send any form of periodic statements to you.

12. Taxation

You may be liable to pay taxes on any dividends or gains you receive from your Investments. Payment of taxes is entirely your responsibility and save as required by UK law we will not deduct or withhold any taxes for you or provide you with any statements or information with respect to your tax position or liability other than the information about your transactions and investments described in clause 11. In addition, you may be eligible for certain tax reliefs on investments you make through the Platform, for example under the Enterprise Investment Scheme (EIS) and the Seed Enterprise Investment Scheme (SEIS) if you are a UK taxpayer. The availability of any such reliefs will be described in the relevant Deal Sheet. If you have any questions with respect to tax matters, you should consult a professional adviser.

13. Our Fees

- 13.1. **Our fees** It is not our policy to charge any subscription fees to Users for standard use of the Platform. Subscription fees may be chargeable to certain Syndicate Leads who subscribe to one of our bespoke subscription plan arrangements on offer at any given time and where separately agreed in writing between us and them. Additionally, the specific administrative costs and/or transactional fees which are charged on Investments will be as set out in the Deal Documents for each Deal (including the terms of their administration and settlement).

- 13.2. Syndicate Lead fees.** The Syndicate Lead may charge their own fees to Syndicate Members, with the terms of such fees also as set out in the Deal Documents for each Deal (including the terms of their administration and settlement).
- 13.3. Carried Interest charges.** On certain Deals, a Carried Interest charge may be applied to Investor Profits by Odin and/or the Syndicate Lead. Any such charges will be clearly displayed in the Deal Sheet for the relevant Deal and the terms on which any future Carried Interest entitlement is paid will be set out in the relevant Syndicate Terms. In addition, Odin reserves the right to apply an individual Carried Interest charge to any Investor Profits which may be received on a Deal by a User who has been “**introduced**” by Odin to the Syndicate Lead who has originated the Deal, and also any Investor Profits which may be received on any future Deals by such User where those Deals have been originated by the same Syndicate Lead. For the purpose of this clause 13.3, “**introduced**” shall be construed as meaning any verbal or written introduction of a User made by Odin to the Syndicate Lead at any time prior to the completion of the first Deal originated by the Syndicate Lead in which the User has participated.

14. Termination and suspension

- 14.1. Termination by you.** If you no longer wish to be a User, you may terminate your access to the Platform at any time by notifying us in accordance with clause 23.1.
- 14.2. Termination by us.** We may terminate your access to the Platform immediately at any time, and will inform you of such termination immediately if:
- 14.2.1. you have broken the terms of this Agreement in an intentional, serious or persistent way and you have not rectified the matter within a reasonable time of us requesting you to do so;
 - 14.2.2. you have broken or attempted to break the law, or put Odin in a position where we might break the law;
 - 14.2.3. you are using the Platform in a way that is harmful to Odin, such as causing harm to our Platform or our reputation;
 - 14.2.4. you have provided us with false information;
 - 14.2.5. you have been abusive to anyone at Odin or another User; or
 - 14.2.6. if we are required to do so under any law, regulation or by a governmental or regulatory authority,
- We may also terminate your access to the Platform without cause by providing you with at least two weeks’ notice beforehand in accordance with clause 23.2.
- 14.3. Suspension.** If you send us information pursuant to either clause 4.1 or clause 4.2 that states or leads us to believe that you are no longer eligible to be a User, we may suspend your access to the Platform until we determine that you are again eligible to be a User.
- 14.4. Consequences of termination or suspension.** If your access to the Platform is terminated pursuant to clauses 14.1 or 14.2 or is suspended pursuant to clause 14.3, you will no longer be able to use the Platform or access any documents contained in your “My Deals” viewer. If your access to the Platform is terminated

or suspended in such a manner while you are subscribed to Deal Terms that have not been completed by the issue of shares in the relevant Investee Vehicle, we reserve the right to inform the Investee Vehicle (and the Syndicate Lead if applicable) of such termination or suspension and take such steps as are necessary to ensure that your subscription(s) is/are not completed and any funds already transferred by you to the Designated Account are promptly returned. If at such time you still have Investments listed in the “My Deals” viewer, we shall promptly make arrangements with you (and the relevant Syndicate Lead as necessary) to ensure that such Investments continue to be held by the Nominee in a manner consistent as far as possible with how such Investments were held prior to such termination or suspension of access to the Platform (unless where required to do otherwise pursuant to applicable law, regulation or the order of any competent court of jurisdiction, governmental or regulatory authority).

14.5. Deals. If your access to the Platform is terminated pursuant to clauses 14.1 or 14.2 or is suspended pursuant to clause 15.3, we reserve the right to inform any Syndicate Lead(s) and/or Investee Vehicles relevant to those Deals in which you have participated. Your obligations pursuant to the terms of any Deal Documents to which you are a party shall survive such termination or suspension under this clause 14.

14.6. Death. If we receive proof of your death that is satisfactory to us, we will terminate your access to the Platform pursuant to clause 14.2. If your access to the Platform is terminated in such a manner while you are subscribed to Deal Terms that have not been completed by the issue of Shares in the relevant Investee Vehicle, we reserve the right to inform the Investee Vehicle (and the Syndicate Lead if applicable) of such termination and take such steps as are necessary to ensure that your subscription(s) is/are not completed and any funds already transferred by you to the Designated Account are promptly returned. If at such time you still have Investments listed in the “My Deals” viewer, we will promptly handle such Investments as instructed to do so by your personal representative(s) (subject to us being presented with sufficient authority as to such persons’ capacity) and if no such representative(s) have come forward and made such instruction(s) within two years of receipt of proof of your death in accordance with this clause 14.6, then following the expiry of such period we reserve the right to handle such Investments (including any distributions of proceeds in respect of such Investments) as we reasonably see fit to do so.

15. Communications and information

15.1. Information on the Platform. In addition to the information set forth in each Deal Terms, we may provide on the Platform information about investing in or operating businesses generally or other matters that we believe may be relevant or of interest to you. We refer to this as “**additional information**”. None of the additional information, including information about historical returns and content in newsfeeds, can be relied on as a guarantee or indication of any particular result, and the additional information does not constitute any form of advice, recommendation or endorsement by us. We cannot assure you that any additional information is complete, accurate, up-to-date or error free, and we will not be liable to you for any loss, damages or costs if it is not. To the extent that any additional information constitutes links to other websites or third-party contact details, we take no responsibility for the availability or accuracy of such websites or contact details or the acts of such third parties. We take no responsibility for the statements made in any discussion forum or any documents sections by an Investee Vehicle, for any additional or other information provided in or through any newsfeed on the Platform, or for documents or other information provided by or about the Investee Vehicle outside of the Deal

Documents and you should not rely on any such information in making your investment decision. With respect to any newsfeeds provided on the Platform, such content is provided for informational purposes only. Odin undertakes no obligation to update the newsfeeds and can alter or delete the content at any time without notice.

- 15.2. **Communications about Platform activity.** From time to time we may send you emails with information about activity on the Platform, including new Deals. Any emails we send you about activity on the Platform do not constitute advice or a recommendation from us to invest. From time to time, we may also send you emails with respect to your use of the Platform, our business, this Agreement or other matters that we reasonably believe are relevant to you. We will do our best to ensure that these emails are relatively infrequent, but we may send you such emails at our discretion.

16. Complaints

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 account is registered to hello@joinodin.com. We will send an initial response to your email within no more than three (3) 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 (8) 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 account is registered.

17. Records

- 17.1. **Period of retention.** We will retain the records relevant to your User account and any activity you conducted on the Platform for a minimum period of six (6) years following the termination of your access to the Platform pursuant to clause 15.4. This period may be extended by force of law, regulatory requirement or by the mutual consent of you and us.
- 17.2. **No request for deletion.** You will only be able to request the destruction or deletion of any of the records relevant to your account subject to clause 18.1 where we are required to destroy or delete them by force of law or other regulatory requirement.
- 17.3. **Data and data protection.** You acknowledge that we may process and share your personal data as described in our Privacy Policy, including for Investments you make anonymously on the Platform. In addition, you agree that we have the right to share your email address, name and residential address with the Syndicate Lead and the Investee Vehicle for any Deal that you invest in. The Syndicate Lead and any employee or director of that Investee Vehicle may use this information to communicate with you from time to time and/or to process tax documentation on your behalf. For more information on how we use your personal data, see our Privacy Policy, available at www.joinodin.com/privacy.
- 17.4. **Conclusive Evidence.** The records kept in the Platform shall be conclusive evidence of the facts and matters they purport to record.

18. Conflicts of interest

We do our best to ensure that our interests do not conflict with yours. Nevertheless, as a Platform provider we are not your representative or agent and you are not our client or customer, and at times our interests may conflict with yours. In particular, 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.

19. Liability

19.1. Your Liability to Us. You shall be liable to us for any loss or damage suffered by us as a direct result of any breach by you of this Agreement or any other Platform Agreement, or of any use of the Platform that is fraudulent or represents wilful misconduct.

19.2. 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 User or using the Platform to the extent that such loss or damage directly arises from our material breach of this Agreement or any other Platform 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 User or any misrepresentation or wilful misconduct or any other act of another User. 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. Our liability to you for any loss or damage arising in connection with a Deal in which you have participated shall be limited to no more than the amount which you invested in such Investee Vehicle through the Platform (and without regard to any subsequent appreciation in the value of the Shares acquired pursuant to such Deal). 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.

19.3. No exclusion or limitation. 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.

20. Assignment, transfer and delegation

20.1. Assignment, transfer and delegation by us. We may assign, transfer or delegate any of our obligations or rights under this Agreement to any person, provided that we are satisfied that such person is competent to perform or exercise the obligations or rights so delegated. We may provide information about you and your activities on the platform to any person to whom we assign, transfer or delegate our obligations or rights.

20.2. Assignment, transfer and delegation by you. Your account is personal to you, and therefore none of your rights or obligations in connection with your account or your activities on the platform can be assigned, transferred or delegated to any other person. This prohibition on assignment and delegation does not affect your right to make certain transfers as described in this Agreement and other agreements you enter with us. Any attempt to, transfer assign or delegate any of your rights or obligations in contravention of this clause shall be null and void.

21. Intellectual property

- 21.1. Ownership vested in Odin and others.** All “Content” included on the Platform, unless uploaded by Users, Syndicate Leads or Investee Vehicles, is the property of Odin, our affiliates or other relevant third parties. “**Content**” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Platform, excluding any such content uploaded by Users, Syndicate Leads or Investee Vehicles. By continuing to use the Platform you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the Platform shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
- 21.2. Acceptable use.** You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Odin.

22. General terms

- 22.1. No Partnership or agency.** This Agreement shall not be construed so as to create a partnership or joint venture between you and us. Nothing in this Agreement shall be construed so as to constitute you and us as agents of one another.
- 22.2. No waiver.** No failure or delay by you or us in exercising any of our rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by you or us of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 22.3. Severability.** If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 22.4. Entire agreement.** Except as set forth in clause 3.2 (including, for the avoidance of doubt, in respect of any Deal Documents to which we are both a party to in respect of future Deals), this Agreement (and the Privacy Policy) contains the entire agreement between you and us and supersedes and replaces all previous agreements and understandings between you and us, with respect to the matters set forth herein. Any and all agreements made in connection with this Agreement shall be made in the English language. You and we acknowledge that, in entering into this Agreement, neither of us are relying on, and shall have no remedies in respect of, any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement. Without limiting the generality of the foregoing, you shall not have any remedy for innocent or negligent misrepresentation based on any statement made by us in this Agreement, and your only remedy is for breach of contract. However, nothing in this Agreement shall exclude liability for any fraudulent statement or act. This Agreement is accessible for view at any time in your “My Deals” viewer.
- 22.5. Further assurances.** You and we shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

- 22.6. **Survival.** All disclaimers, agreements about liability for losses and/or expenses, and exclusions in this Agreement shall survive termination of the Agreement for any reason, as shall any other provisions of this Agreement that by their nature are intended to survive such termination.
- 22.7. **Third party rights.** Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and, notwithstanding any term of this Agreement, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Agreement.
- 22.8. **Force majeure.** We shall not be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.
- 22.9. **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any such claim, although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.

23. Notices

- 23.1. **Notices from you to us.** Any notice from you to us in respect of this Agreement, your account or your activities on the Platform shall be given by email to hello@joinodin.com, except where this Agreement or another Platform Agreement that you execute sets forth alternate means by which you must give us notice.
- 23.2. **Notices from us to you.** Any notice from us to you in respect of this Agreement, your account or your activities on the Platform may be given either through the Platform, by email to the address set forth in your profile or by post or courier to the physical address set forth in your profile.
- 23.3. **Receipt of notices.** Notices given pursuant to this clause 23 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this clause 23 by post or courier shall be deemed received by the recipient two (2) working days after despatch. In the event that you give us notice by means other than those set forth in clause 23.1 and we in fact receive it, we may, but are not required to, choose to deem the notice received upon our actual receipt of it.
- 23.4. **Language of notices.** All notices given under this Agreement shall be in the English language.

24. About Us

- 24.1. **Corporate Form and Office.** Join Odin Limited is a company incorporated in England and Wales, whose registered number is 12849405 and whose registered office and principal place of business is at Unit 10 New North House Canonbury Yard, 190a New North Road, London, United Kingdom, N1 7BJ.
- 24.2. **Appointed representative status.** Odin is an appointed representative of Aldgate Advisors Limited, a firm which is authorised and regulated by the FCA (FR No. 763187).
- 24.3. **Information Commissioner.** Odin is registered with the Information Commissioner's Office and appears in the Data Protection Register under (<https://ico.org.uk/ESDWebPages/Entry/ZB250157>).
- 24.4. **Trademark.** "Odin" is a registered trade mark under trade mark number UK00003507866.

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