



SHUTTLE MEMBERSHIP AGREEMENT

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

(1) PitchedIt Limited, trading as Shuttle Finance, a limited company registered in Ireland with registered number 697037, and whose registered office address is at 34 Pearse Street, D02 CF84, Ireland ("**Shuttle**"); and

(2) You, as a Shuttle member.

1. Introduction

This Agreement sets out the terms of the relationship between Shuttle and you, as a Shuttle member. Some of the provisions (paragraphs 1 through 5 and 22 through 35) apply to all Shuttle members, others (paragraphs 6 through 15) apply only to Shuttle members to the extent that they act as investors and others (paragraphs 16 through 21) apply only to Shuttle members to the extent that they act as project owners. 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 support@Shuttle.co if you have any questions about this Agreement.

2. This Agreement

2.1. Status. Upon your electing to accept the terms of this agreement, this Agreement is a binding contract between you and us, and it sets out your and our rights and obligations with respect to your membership of Shuttle and use of the Platform. In executing this Agreement, you are indicating that you agree to adhere to, and be bound by, all of its terms.

2.2. Relationship to Other Agreements. In addition to this Agreement, you and we may enter into several other contracts. For example, if you act as a project owner, you may agree to Project Terms & Conditions with us, and if you succeed in raising capital through the Platform, you and the investee entity may also enter into a Subscription and Shareholders Agreement. If you act as an investor, you may enter into an Investment Agreement each time you make an investment through the Platform. And by using the Platform, you are deemed to have agreed to our Terms of Service and (if applicable) Referral Fee Terms. Our Privacy Notice also sets out details of how your personal data will be used. These and other agreements you may enter into, and notices you are provided with in connection with your use of the Platform, are referred to as "Platform Agreements", and are intended to be consistent with each other and should be read and interpreted together, but if a conflict arises, the terms of any Platform Agreement to which you agree or you are provided with after this Agreement will prevail over the terms of this Agreement, while the terms of this Agreement will prevail over the terms of any Platform Agreement to which you agreed to or were provided with before this Agreement (including, without limitation, the Terms of Service, the Referral Fee Terms and the Privacy Notice).

2.3. 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 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 Shuttle membership in accordance with paragraph 22.1.

3. Eligibility for Membership

3.1. **Joining.** In order to join Shuttle 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**"), or (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**"). In executing this Agreement, you warrant to us that you meet the criteria of an individual member, or a corporate 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 Shuttle membership will be suspended in accordance with paragraph 22.3. If you later become eligible to be a member again and inform us of this, your Shuttle membership may be reinstated at our discretion.

3.3. **One Membership Only.** You may only become a member of Shuttle 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 in accordance with paragraph 22.2.

3.4. **Agents.** If you are a corporate 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.

4. Our Relationship With You

4.1. **Member.** Upon execution of this Agreement, you will become a Shuttle member, and you will remain a Shuttle member until and unless your membership is terminated or suspended in accordance with paragraph 22. Our obligations to you as a Shuttle member are as set forth in this Agreement and other Platform Agreements. You are not an investor or a project owner for the purposes of the EU Regulation except as provided in paragraph 4.2.

4.2. **Client.** If and to the extent that you make an investment through the Platform or seek to raise capital through the Platform, you are an investor or a project owner for the purposes of the

EU Regulation, and we will treat you as such for all purposes related to such investment or such capital-raising.

4.3. 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. If you need or want advice, you should consult an appropriate professional financial, legal, taxation or other advisor.

4.4. Location of Activities. In executing this Agreement, you agree that all of the activities that we conduct with you take place within Ireland, 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 Ireland 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 Irish 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 4.4 or paragraph 31.9, 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 Ireland.

5. The Platform

5.1. Role. Your interactions with us and with other Shuttle members will take place almost entirely through the Platform. If you act as a project owner, you will use the Platform both for the process of seeking capital and for keeping your investors informed following completion of an investment. If you act as an investor, you will use the Platform to make investments, including transferring money, and to follow the progress of your investments after they have been completed, which may include receiving proceeds from disposals or dividends. In addition, most communications between us and you, and between you and other Shuttle members, will take place through the Platform. There are certain exceptions where we may interact with you, or you may interact with other Shuttle members, via direct email, telephone or in person, but in general you should expect that you will not be able to communicate with us or with other Shuttle members 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 Shuttle member.

5.2. 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 Shuttle 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). If 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 as described in paragraphs 22 and 23.

5.3. 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 into the Platform, may have been breached. If we receive such a notification from you or we determine ourselves that the security of one of your authentication tokens may have been breached, you will not be able to access the Platform until measures have been taken to verify your identity.

5.4. 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 (as described in paragraph 8.4), 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.

5.5. Content. You are solely responsible for any content you post on the Platform, including your profile, information about a business for which you are seeking capital (as described in paragraph 17), information posted in connection with a post-investment process (as described in paragraphs 11 and 18) 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 Shuttle members shall be liable for your content, and you agree to compensate us and other Shuttle members for any loss, damages or costs arising from or in connection with any content you post on the Platform.

5.6. Interactions with Other Shuttle members. You are solely responsible for your interactions with other Shuttle members. We reserve the right, but are not obliged, to monitor actions and disputes between you and other Shuttle members, 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.

5.7. Online Payment Platform. Online Payment Platform B.V. ("**OPP**") is a private limited liability company legally named Online Payment Platform B.V. and incorporated in the Netherlands with company number 50124498, licensed by the Dutch Central Bank (DNB) to provide payment services in the EEA. Online Payment Platform B.V. is registered with the Dutch Central Bank under R124325. To pay and receive funds via the Platform, you will need to agree to OPP's Terms, which sets out the details about the services OPP will provide to you (the "**OPP Services**"), available at <https://OPP.com/terms-policies> (the "**OPP Terms**"). You acknowledge that your use of the Platform may be affected by the terms of your relationship with OPP; for

example, if you refuse to agree to amendments to the OPP Terms, or if OPP limits, suspends or terminates your OPP account. Please contact support@Shuttle.co if you have any questions relating to the use of the OPP Services and this Agreement.

Provisions Applicable Solely To Investors

6. Investment Authorisation

6.1. **Restriction.** Not all Shuttle members are allowed to act as investors. To become an investment authorised member, you must be categorised either as a Sophisticated Investor or a Non-sophisticated Investor. From time to time we may ask you to re-confirm any self-certification or provide evidence supporting your certification. If you wish to change your certification, please notify us in accordance with paragraph 32.

To become an investment authorised member, you may also be required to successfully complete our Investment Authorisation Quiz, which is described in paragraph 6.2.

You may also be asked to take part in a financial simulation that is designed to inform you about your ability to bear loss. We may from time-to-time require you to repeat the Investment Authorisation Quiz and financial simulation.

By executing this Agreement, you warrant to us that you have the experience, expertise and knowledge required to understand the risks involved in, and to make your own investment decisions about, the investments available through the Platform. In the case of a corporate 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.

6.2. **Investment Authorisation Quiz.** The purpose of 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 investments 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.

6.3. **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 6.2, 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.

6.4. **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 22 and 23), but we reserve the right to do so if we have reason to believe that you may not have the experience, expertise and knowledge required to understand the risks involved in, and to 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. Separately, if you no longer wish to be an investment-authorized 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 a project owner, and you will be able to participate in the post-investment process (as described in paragraph 11) for investments already completed.

6.5. Truthfulness and Non-Circumvention. You must complete the investment authorisation process truthfully, honestly and completely. This means that the declarations you provide must be made truthfully, and must genuinely apply to you. For the Investment Authorisation Quiz or other assessment described in paragraph 6, this means that you must answer any questions entirely on your own and without the assistance of another individual.

6.6. Overseas Territories. In addition to the requirements of paragraphs 6.1 and 6.2, Shuttle members who are resident or situated in territories outside the European Union ("overseas members") may not become investment-authorized 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 those set out in paragraphs 6.1 and 6.2 to become investment-authorized members.

7. Type and Structure of Investments

7.1. Type of Investments. If you become an investment-authorized member, you will have the opportunity to invest in some or all of the investments available from time to time on the Platform. Each of these investments consists of equity, equity-like interests or other securities or instruments (which we refer to collectively as "**shares**") in one or more businesses or arrangements that invest in businesses (which we refer to collectively as a "**business**"). In certain cases, these investments will be held through a nominee arrangement as described further in paragraph 7.2.

7.2. Structure of Investments. When you choose to make an investment through the Platform, your shares in the one or more legal entities or other arrangements that operate the business or hold shares in the operating business (which we refer to as an "**investee entity**") you will appoint Trustmoore Nominee Services (Ireland) Limited (company registration number 648804) or such other suitable nominee as Shuttle may appoint for such purposes as set out in this Agreement (the "**Nominee**") as holder of legal title to your shares and Shuttle as agent to purchase and administer the shares on your behalf. The full terms of this arrangement are set forth in the relevant Investment Agreement. Where the Nominee holds legal title to your shares pursuant to this arrangement, you will be the beneficial owner of the shares of the investee entity but not the legal owner. This means, in effect, that you will receive an economic interest in the investee entity that is equivalent to the economic interest you would hold if you purchased its shares directly (subject to our fees), but you will not hold or administer the shares and will therefore not be in the same legal position as a direct shareholder would be.

7.3. **No Offering to the Public.** The opportunity to invest in the shares of a business, as described in this paragraph 7, 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 as not being an offer to the public under Irish law.

8. Investment Account

8.1. **Purpose.** If you become a Shuttle member, upon logging into the Platform you will be able to access a section called the “Account”. The purpose of your Investment Account is to receive, hold and distribute money invested or distributed in connection with an investment through OPP, in each of the currencies we support.

8.2. In order to make an investment through the Platform, you need to have at least as much money in your Investment Account in the currency in which that investment is denominated as the amount you want to invest or otherwise subsequently transfer money within a set period of time, as described in the relevant Investment Agreement. You can transfer money into your Investment Account at any time as described in paragraph 8.3, subject to our identity and other checks described in paragraph 8.4, and you can withdraw money from Investment Account at any time as described in paragraph 8.8. You can check the balance at any time by visiting the “Account” section of the Platform.

8.3. **Transferring Money Into Your Investment Account.** You can transfer money into your Investment Account by the means set forth on the Platform. Instructions on how to make such transfers and, if applicable, minimum and maximum amounts, any fees, and how long it will take before the transfer is credited, will be set forth in the “Account” section of the Platform. You acknowledge that it may take several days for the transfer of money to your Investment Account to complete, even though such money may be displayed as immediately available in your Investment Account.

8.4. **Identity and Anti-Money Laundering Checks.** We have certain responsibilities under 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 Investment Account. If 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 thereafter, we may need to run additional identity checks on you and request further documentation. 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 Investment 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 Investment Account or make investments while the checks are pending or as a result of the unsatisfactory completion of the checks. You acknowledge that any third party services may keep a record of your information and disclose it (or the fact that a check was made) to its customers, including for the

purposes of assessing risk of giving credit, preventing fraud and money laundering, and tracing debtors.

8.5. How Your Money Is Held. Any money that has been transferred to your Investment Account and not withdrawn or transferred to an investee entity (as described in paragraph 8.6) will be held in an account you open with OPP (a "**OPP Wallet**"). OPP is required to ring-fence your funds from its own assets and, therefore, if OPP fulfils its obligations, you will not be exposed to their creditors in the unlikely event that OPP defaults on its obligations. The OPP Wallet is not a bank deposit, and you will not receive interest on any money in your OPP Wallet. If we change payment service providers, you agree that we may also transfer the money in your OPP Wallet to the new provider, provided that the new payment service provider has agreed to hold such money in accordance with applicable law and regulations.

8.6. Committing Money To Investments. When you make and pay for an investment through the Platform using the process described in paragraph 9, the amount of money you have invested will be deducted from your Investment Account in the currency that corresponds with the relevant deal. For the period between when you make the investment and when it is completed (as described in the relevant Investment Agreement), the money will be held in escrow in an OPP Wallet held by the investee entity. Once the investment is completed, the money you have committed will be released from escrow by instruction from Shuttle and transferred, along with the money committed by other investors, to the investee entity. If the investment is not completed (as described in the relevant Investment Agreement), the money will be returned to your OPP Wallet and will be credited back to the balance of your Investment Account.

8.7. Receiving Money From Investments. When proceeds are paid to you on an investment as described in paragraph 11.2, the money will be credited to the balance of your Investment Account, and will be available for you to withdraw. If proceeds are paid via a third-party broker or other intermediary it may take several days until the money is received in your OPP Wallet.

8.8. Withdrawing Money From Your Investment Account. You may request a withdrawal of an amount up to the total balance of your Investment Account at any time. Instructions on how to make such withdrawal and, if applicable, minimum amounts, any fees, and how long it will take before the withdrawal is processed, are set forth in the "Investment Account" section of the Platform.

9. The Investment Process

9.1. Projects. If you become an investment-authorized member, upon logging onto the Platform you will be able to view the opportunities available for investment. You will initially see summary information about the opportunities that are currently available on the Platform, and we refer to this information as the "project summary". You can click through any project summary to see additional information about the opportunity, which we refer to as the "project page" (a project summary and a project page together are a "deal"). As part of a deal, a Key Investment Information Sheet (a "**KIIS**") will be made available where it is required under the EU Regulation. The project and KIIS (when applicable) is the information upon which you will make

an investment decision with respect to the investment opportunity. All deals on the Platform are created either by a Shuttle member acting as a project owner or by us on their behalf.

9.2. Our Review and Approval. We have reviewed every project that you see on the Platform (or, in the case of deals created by us, we have prepared the deal), and we have approved its contents to the extent required by the EU Regulation. 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, it is limited and 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 investment opportunities 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.

9.3. No Recommendation; No Reliance on Other Information. Our approval of a deal, as described in paragraph 9.2, does not mean that we are recommending that you make an investment in the business, that we believe the business is likely to be successful, or that we take any responsibility or will in any way be liable to you if the business is not successful. We make no warranties or representations and assume no liability in respect of the business or the content of its 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 advisors if you need assistance, of the viability and prospects of the business and the accuracy of its deal. Other than what is contained in the deal, we have not reviewed or approved any information about the business. Any documents made available for download do not constitute part of the deal. In addition, no other information set forth outside of the project – including in documents provided by the project owner, in or through any news feed provided on the Platform, on the business's website, in social media profiles or elsewhere – constitutes part of the deal, and it has not been reviewed or approved by us. We take no responsibility for the documents sections by the project owner, for any information provided in or through any newsfeed on the Platform, or for documents of other information provided by or about the business outside of the project and you should not rely on any such information in making your investment decision. With respect to any news feeds provided on the Platform, such content is provided for informational purposes only. Shuttle undertakes no obligation to update the news feeds, and can alter or delete the content at any time without notice.

9.4. Confidentiality and Appropriate Use of Projects. Projects are presented on the Platform in order for you to make your investment decisions and not for any other purpose. While you are not 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 business, and if you do so we may bring an action against you for any damage you have caused to our reputation, to our business, or otherwise.

9.5. Selecting Investments. After reviewing a project, or projects, you may choose to make an investment in the business, or businesses, by clicking on the appropriate button, and your investment amount, indicated via your profile on the Platform, will be transferred to a safeguarding wallet, or wallets, held by the Project Owner, or Project Owners. You will also be presented with an Investment Agreement in respect of the investment, or each investment. If you do not have sufficient funds in your Investment Account, you will not be able to invest in the project, or projects, until your Investment Account has been successfully topped up.

9.6. Execution and Commitment. After you have decided to invest in a project, as described in paragraph 9.5, the final step for you to make the investment, or investments, will be to execute an Investment Agreement, per investment, through the means provided on the Platform. The Investment Agreement sets out the terms on which you purchase the shares of a business in which you've decided to invest and, to the extent applicable, it also describes the arrangement referred to in paragraph 7.2. The terms of the Investment Agreement will govern your relationship with the Nominee as holder of legal title to the shares and Shuttle as your agent for the purchase and administration of the shares, if applicable, as well as your relationship with the business in which you invest.

9.7. 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 Investment Agreement. If you exercise a right to cancel under such Investment Agreement, we will refund the amount of your investment to your Investment Account. If you do not exercise your right to cancel the investment within such specified period, your investment is irrevocably committed and not cancellable.

9.8. Completion of the Investment. For any given business seeking capital through the Platform, the relevant Investment Agreement will set forth the process and circumstances under which we will complete or not complete the investment, as well as the consequences of such completion or non-completion.

9.9. Shuttle Shareholders & Employees as Investors. Please note that we may accept as investors: (a) shareholders holding 20% or more of Shuttle's share capital or voting rights, (b) Shuttle's managers and employees, and (c) natural and legal persons linked to such shareholders, managers or employees through control (including common ownership) (each a "**Linked Investor**"). Each Linked Investor's investments will be publicly visible. Linked Investors' investments are made under the same conditions as other investors, and Linked Investors shall not enjoy any preferential treatment or privileged access to information.

10. Risk Warnings

10.1. Please visit <https://Shuttle.co/legal/risk-warning> for our important risk warning for anyone intending on investing through the Platform.

11. Post-Investment Process (Investors)

11.1. **Information and Rights.** Once you have executed an Investment Agreement with respect to an investment, the investment will be listed in the "Portfolio" section of the Platform, and you will be able to see information about other investments that have been committed to the business through the Platform. If the investment is completed as described in paragraph 9.9, it will continue to be listed in the "Portfolio" section, and through that section you will be able to access information and exercise certain other rights, all as set forth in the Investment Agreement.

11.2. **Payments.** If you hold your investments under the nominee arrangement described in paragraph 7.2 and dividends, other distributions or proceeds are paid in respect of those investments, your share of the dividends, other distributions or proceeds will be made available to you. These payments will be credited to the balance of your Investment Account, less any applicable fees, all as set forth in the Investment Agreement.

11.3. **Transfers.** In making any investment you should be aware that it is unlikely that you will be able to sell your shares. However, there are certain circumstances in which you may be able to sell or otherwise transfer your shares in a private transaction, as set forth in the Investment Agreement.

12. Account and Investment Information

You can view your balances and transaction history through the "Account" section of the Platform at any time, and you can view all of your current investments through the "Portfolio" section of the Platform at any time. These are the only ways 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. If you are referred to Shuttle by your independent financial advisor or wealth manager (your "advisor"), we may share information that we hold about you with your advisor to enable them to provide their advisory services. This may include personal information that you have previously submitted to Shuttle, information we have collected about you, and information about your investment activity and holdings.

13. Taxation

Your investments may be subject to tax. Tax treatment depends on individual circumstances and is subject to change in future. For example, 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 applicable 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 paragraph 12. In addition, you may be eligible for certain tax reliefs on investments you make through the Platform. The availability of any such reliefs will be described in the relevant project and Investment Agreement. If you have any questions with respect to tax matters, you should consult a professional advisor.

14. Acting As a Project Owner

Acting as an investor does not preclude you from also acting as a project owner, either contemporaneously or at a different time, but only individual members may act as project owners. In the event that you choose to act both as an investor and as a project owner, the provisions of this Agreement relevant to investors will apply to you to the extent that you are acting as an investor, and the provisions of this Agreement relevant to project owners will apply to you to the extent that you are acting as a project owner.

15. Our Fees (Investors)

15.1. Fees We Charge You. We will charge you an annual membership fee for access to the Platform, payment fees as described in paragraph 8.3, and a success fee if you make a profit from an investment. 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 the balance is credited to your Investment 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 Agreement.

15.2. Fees We Charge Project Owners. In addition to the fee charged to investors as described in paragraph 15.1, you should be aware that we do not charge a fee to project owners. Fees related to lost consideration and breakage may apply, all as set forth in the Project Terms & Conditions ("**Project Ts & Cs**") we enter into with the project owner.

Provisions Applicable Solely To Project Owners

16. Project Owner Authorisation

16.1. No Restriction on Project Owners. Unlike acting as an investor, there is no authorisation process to act as a project owner on the Platform. All individual members (but not corporate members) are eligible to seek capital through the Platform for an investment opportunity, subject to other provisions of this Agreement.

16.2. Eligibility of Investment Opportunities. Although any Shuttle member may act as a project owner, you may only seek capital for a project that we deem eligible. The determination as to whether a project is eligible to seek capital through the Platform is ours and ours alone, and we may determine that a project is not eligible for any reason or no reason. We are not required to communicate the reason for any such determination to you.

17. Project Process

17.1. Creating a Project. In order to seek capital for an investment opportunity using the Platform you will need to follow the process set forth in the relevant section of the Platform. This process requires you to, amongst other things, provide answers to a series of questions about

your investment opportunity, along with evidence to support certain of those answers, and it also allows you to upload certain video and other files if you so choose. You will also be able to establish how much capital you are seeking for the investment opportunity, and what percentage of equity you are offering in exchange for that capital. The project will stay active for a specified period of time, as set forth in the Project Ts & Cs described in paragraph 17.3.

17.2. Project Owner and Team. When you create a project for an investment opportunity as described in paragraph 17.1, you will be designated the "project owner" with respect to that deal. This means, among other things, that you will be the main contact person with respect to the deal, you will be the signatory to the Project Ts & Cs and you will be required to disclose certain information about yourself as part of the project process. If there are other members of your team whom you wish to include in the deal, you will be able to do so as part of the project process. Upon completion of an investment as described in paragraph 17.5, the investee entity will be required under the Subscription Agreement to designate someone, who may be you or another Shuttle member who is affiliated with the deal, as the project owner for the purposes of contact between the project and us and between the project and its investors.

17.3. Project Ts & Cs. Once you have completed the process described in paragraph 17.1, but before the project is submitted for our review as described in paragraph 17.4, you will need to agree to the Project Ts & Cs, which sets out your and our rights and obligations with respect to the deal.

17.4. Our Review and Approval. Once you have agreed to the Project Ts & Cs described in paragraph 17.3, we will review your deal. The purpose of this review is to ensure the project meets the eligibility criteria described in paragraph 16.2, as well as to allow us to conclude that the project is "fair, clear and not misleading" for the purposes of the EU Regulation, as described in more detail in paragraph 9.2. We may ask you to make modifications to the project or to submit additional evidence, and we may decide to not approve the project for any reason or no reason, and we are not required to communicate the reason for such decision to you. Your and our rights and obligations with respect to the review and approval of a project will be as set forth in the Project Ts & Cs.

17.5. Investment Process. If we approve a project as described in paragraph 17.4, investors will be able to review the investment opportunity and make an investment through the process described in paragraph 9. Your and our rights and obligations with respect to the investment process will be as set forth in the Project Ts & Cs. If the business receives all the investment it is seeking, and we complete our legal due diligence process and negotiate the Subscription Agreement to our satisfaction, the investee entity will be asked to execute a Subscription Agreement. Your, the investee entity's, and our rights and obligations with respect to the investment once it has been made will be as set forth in the relevant Subscription Agreement.

17.6. Multiple Projects. You may create a project for more than one business, and you may have multiple deals active at one time. In order to create an additional deal, you will need to repeat the process described in paragraphs 17.1 through 17.5.

18. Post-Investment Process (project owners)

Once you have created a deal, it will be available to you in the "Your Projects" section of the Platform, and you will be able to see information about investment that has been committed to the project through the Platform. If the investment is completed, it will continue to be listed in the "Your Projects" section, and through that section you will be able to provide information and conduct certain activities on behalf of the business, all as set forth in the relevant Subscription Agreement.

19. Acting As An Investor

Acting as a project owner does not preclude you from also acting as an investor, either contemporaneously or at a different time. If you choose to act both as an investor and as a project owner, the provisions of this Agreement relevant to investors will apply to you to the extent that you are acting as an investor, and the provisions of this Agreement relevant to project owners will apply to you when to the extent that you are acting as a project owner.

20. Our Fees (project owners)

20.1. Fees We Charge You. We do not charge you a fee for acting as a project owner, as set forth in the Project Ts & Cs.

20.2. Fees We Charge Investors. You should be aware that we charge a fee to investors. We charge an upfront annual membership fee for access to the Platform, payment fees as described in paragraph 8.3, and a success fee if a profit is made from an investment. If an investor receives proceeds from an investment that in aggregate exceed the amount of capital he or she invested, we will deduct a percentage of the excess before crediting the money to the balance of the investor's Investment Account. This means that, once an investor has received his or her capital back from a given investment, any future proceeds will be subject to the deduction of our fee. We may also charge certain payment fees to investors.

Provisions Applicable Solely To Advisors

21. Data Protection

21.1. We may share with you personal data about advised investors you have referred to us for the purpose of informing you about their investment activity. You agree to process such personal data only for this purpose, and not to disclose or allow access to the personal data to unauthorised parties. As a data controller with respect to such personal data, you agree that you will comply with the data controller obligations under all applicable data protection and privacy legislation in force from time to time in Ireland including the General Data Protection Regulation ((EU) 2016/679), the Irish Data Protection Acts 2018 or any successor legislation. You shall notify us without undue delay on becoming aware of any breach of such legislation, and agree that you are liable and will compensate us for any damages, including indirect and consequential damages and loss of profit, that we suffer as a result of your breach. At our

request, you shall delete or return the referred investors' personal data and any copies thereof on termination of this Agreement unless required by law to store the personal data.

Provisions Applicable To All Members

22. Termination of Membership

22.1. Termination By You. If you no longer wish to be a Shuttle member, you may terminate your membership at any time by notifying us pursuant to the notification process set forth in paragraph 32.1.

22.2. Termination By Us. We may terminate your Shuttle 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 Shuttle requesting you to do so;
- b) You have broken or attempted to break the law, or put Shuttle in a position where we might break the law;
- c) You are using the Platform in a way that is harmful and / or detrimental to Shuttle, 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 Shuttle or another Shuttle member; or
- f) If we are required to do so under any law, regulation, or by a governmental or regulatory authority.

We may also terminate your Shuttle membership for other reasons by providing at least two weeks' notice beforehand.

22.3. Suspension. If you send us information pursuant to paragraph 3.2 that states or leads us to believe that you are no longer eligible to be a Shuttle member, we may suspend your Shuttle membership until we determine that you are again eligible to be a Shuttle member.

22.4. Termination of OPP Terms. If you or OPP terminate the OPP Terms, your use of the Platform may be affected; for example, you may not be able to complete any investments on the Platform. The OPP Terms sets out what will happen to any money that is in your Investment Account at the time, and what will happen after termination of the OPP Terms.

22.5. Consequences of Termination or Suspension. If your Shuttle membership is terminated pursuant to paragraph 22.1 or 22.2 or is suspended pursuant to paragraph 22.3, you will no longer be able to use the Platform. If you have created a project that is still active at the time of such termination or suspension, it will be terminated in accordance with the Project Ts & Cs. Subject to paragraph 23, after termination or suspension you will be able to continue to access the Platform in order to engage in the post-investment process for any investment you have

made or business for which you have raised capital, as described in paragraphs 11 and 18, respectively.

22.6. Death. If we receive proof of your death that is satisfactory to us, we will terminate your Shuttle membership pursuant to paragraph 22.2. If at such time you still have investments listed in the "Portfolio" section, we will handle them as set forth in the relevant Investment Agreement. If you still have businesses in which investment has been completed listed in the "Your Projects" section, each such business will be required to replace you as the project owner.

23. Termination of Platform Access and Agreement

23.1. Termination Upon Conclusion of Activities. If your membership is terminated pursuant to paragraph 22.1 or 22.2 or is suspended pursuant to paragraph 22.3, your access to the Platform may be terminated at such time as you no longer have any investments listed in the "Portfolio" section of the Platform nor any businesses listed in the "Your Projects" section.

23.2. Termination for Malfeasance. Notwithstanding paragraph 23.1, there are circumstances in which we may terminate your access to the Platform even if you still have investments listed in the "Portfolio" section or businesses listed in the "Your Projects" section. These circumstances may include your using the Platform in any way (1) that causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in any way, (2) for fraudulent purposes, or in connection with a criminal offence, (3) to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, is otherwise injurious to third parties or which consists of or contains software viruses, political dealing, commercial solicitation, chain letters, mass mailings or any spam or (4) to cause annoyance, inconvenience or needless anxiety or (5) which gives rise or may give rise to criminal or other liability on our part. If we terminate your access to the Platform pursuant to this paragraph 23.2 and you still have an investment listed in the "Portfolio" section, we will follow the process set forth in the relevant Investment Agreement with respect to how that investment is handled. If we terminate your access to the Platform pursuant to this paragraph 23.2 and you still have businesses in which investment has been completed listed in the "Your Projects" section, each such business will be required to replace you as the project owner.

23.3. Termination of Agreement. Upon termination of your access to the Platform pursuant to paragraph 23.1 or 23.2, this Agreement shall terminate, and neither you nor we shall continue to be bound by its provisions other than those provisions that survive termination pursuant to paragraph 31.7.

24. Communications and Information

24.1. Information on the Platform. In addition to the information set forth in each deal, 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.

24.2. Communications About Platform Activity. From time to time we may send you emails with information about activity on the Platform, including new deals and the progress of existing ones. Any emails we send you about activity on the Platform do not constitute advice or a recommendation to invest. From time to time we may also send you emails with respect to your membership, deals or investments, 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.

25. Complaints

25.1. Initial Complaint. If you have a complaint with respect to any aspect of the Platform, you should report it to us immediately by submitting a complaint via a form provided at <https://Shuttle.co/complaints>. You should use the standard complaint template located on this page. We will send an initial response to your email within 10 working days of the date we receive it, and this response will state either that we consider the complaint admissible or inadmissible.

If the complaint is admissible, we will investigate and resolve your complaint as quickly as possible. If the complaint cannot be resolved within 5 working days, within 10 working days of our receipt of the complaint we will provide you with a written confirmation that the complaint is admissible along with contact details of the department to whom queries regarding the complaint can be addressed. Within 10 working days of the completion of our investigation, we will provide you with written confirmation of the outcome and, if applicable, the terms of any offer or settlement to redress in resolution of your complaint. If the complaint has not been resolved within 40 working days of our receipt of the complaint, we will inform you in writing of the anticipated timeframe for resolution and remind you of your right to refer the matter to the Financial Services and Pension Ombudsman in accordance with Paragraph 25.2.

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 Shuttle membership is registered.

If the complaint is inadmissible, you will receive details as to why we determined it inadmissible, and you may resubmit your complaint with additional details.

Complaints relating to the OPP Services should be addressed to the applicable address for complaints provided by OPP in the OPP Terms.

25.2. Financial Services and Pensions Ombudsman. If you make a complaint pursuant to paragraph 25.1 and we do not resolve it to your satisfaction, you may have a right to complain directly to the Financial Services and Pensions Ombudsman. Their address is Lincoln House, Lincoln Place, Dublin 2, D02 VH29, and their website is at <https://www.fspo.ie/>. The Central Bank of Ireland provides further detail on complaints procedures at <https://www.centralbank.ie/regulation/industry-market-sectors/crowdfunding-service-providers>.

25.3. 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>.

26. Records

26.1. Period of Retention. In accordance with legal and regulatory requirements, we will retain the records relevant to your Shuttle 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 pursuant to paragraph 23. This period may be extended by force of law, regulatory requirement or by the mutual consent of you and us.

26.2. No Request for Deletion. You will only be able to request the destruction or deletion of any of the records relevant to your Shuttle membership subject to paragraph 26.1, unless we are required to destroy or delete them by force of law or other regulatory requirement.

26.3. Data and Data Protection. You acknowledge that we may process and share your personal data as described in our Privacy Notice, including for investments you make anonymously on the Platform. For more information on how we use your personal data, see our Privacy Notice.

26.4. Conclusive Evidence. The records kept in the Platform shall be conclusive evidence of the facts and matters they purport to record. 27. Conflicts of Interest

27.1. Types of Conflicts of interest. We do our best to ensure our interests do not conflict with yours. However, as a platform provider, at times our interests may conflict with yours. Potential conflicts of interest that may arise as part of your use of the Shuttle platform fall into the following categories:

- a) **Between Shuttle or its employees or directors on the one hand, and investors on the other.** For example, this may occur when Shuttle directors or employees make investments in a Project on the Platform, or if Shuttle makes a decision with regard to an investment in the best interests of all investors under the nominee arrangement that may conflict with the interests of an individual investor;
- b) **Between Shuttle or its employees or directors on the one hand, and an investee entity on the other.** For example, this may occur when Shuttle interacts with an investee entity on behalf of investors under the nominee arrangement;

- c) **Between one investor and another investor.** For example, this may occur between an individual investor and an institutional investor, such as a venture capital firm, who participate in the same funding round; and
- d) **Between businesses raising funds.** For example, this may occur when Shuttle hosts a project of a business that competes with another business who has run, is running, or is prospectively going to run a deal.

27.2. **How we manage conflicts of interest.** Shuttle endeavours to manage actual or perceived conflicts of interest in a comprehensive way that is also embedded into its business practice. Below are the primary methods that we use to manage any actual or perceived conflicts of interest:

- a) **The business model:** we have aligned our interests with those of fundraising businesses and investors so that Shuttle makes money only if an investor pays their annual membership or earns a profit from an investment;
- b) **Internal policies and procedures:** Shuttle has in place internal policies and procedures to ensure that we handle actual or perceived conflicts appropriately. These policies and procedures address issues such as investments made by Shuttle, its employees or directors, notification of other interests, competing businesses, and use of the Shuttle Secondary Market.
- c) **Oversight:** Shuttle has in place certain operational functions, such as compliance monitoring and internal audit, that are aimed at identifying and managing any risks related to conflicts of interest;
- d) **Employee training:** all Shuttle employees are trained to recognise the importance of identifying and managing any conflicts of interest; and (e) **Disclosure:** if necessary, Shuttle will take action to disclose an actual or perceived conflict of interest to Shuttle members, especially in those instances where it is not possible to mitigate a conflict of interest or avoid it altogether.

28. Our Ceasing to Trade

28.1. If we cease to trade, we will notify you as soon as possible after we have taken a decision to cease to trade, and at that stage all active deals will be terminated. The shares in which you have invested will be handled as set forth in the relevant Investment Agreement. At such time, we will endeavour to return to you any funds in your Investment Account, and you may also contact OPP directly in connection with those funds.

29. Liability

29.1. **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.

29.2. 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 Shuttle 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 Shuttle member or any misrepresentation or wilful misconduct or any other act of another Shuttle 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. 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.

30. Assignment, Transfer and Delegation

30.1. 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.

30.2. Assignment, Transfer and Delegation By You. Your Shuttle membership is personal to you, and therefore none of your rights or obligations in connection with your Shuttle membership 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 paragraph 30.2 shall be null and void.

31. General Terms

31.1. 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.

31.2. 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.

31.3. 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.

31.4. Entire Agreement. Except as set forth in paragraph 2.2, this Agreement 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 (a) if you are an investor and the agreement relates to an investment or your capacity as an investor, the language of this Agreement, and (b) if you are a project owner and the agreement relates to your business, its deal, or your capacity a project owner, one or both of the English language or the language of this Agreement. 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 will be filed by Shuttle and is accessible via the Profile settings tab on the Platform.

31.5. 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.

31.6. Costs. Your and our costs and expenses (including professional, legal and accountancy expenses) of the preparation, negotiation and execution of this Agreement and any associated documentation shall be borne by you and us respectively.

31.7. 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.

31.8. 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.

31.9. 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 Ireland. The Courts of Ireland 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.

31.10. **Execution.** This Agreement shall be deemed duly executed and shall become effective and binding upon you and us when you affirm assent to it via the means provided on the Platform.

32. Notices

32.1. **Notices From You to Us.** Any notice from you to us in respect of this Agreement, your Shuttle membership or your activities on the Platform shall be given by email to support@Shuttle.co, except where this Agreement or another Platform Agreement that you execute sets forth alternate means by which you must give us notice or directs you to give notice directly to OPP.

32.2. **Notices From Us to You.** Any notice from us to you in respect of this Agreement, your Shuttle membership or your activities on the Platform may be given either through the Platform, by email to the address set forth in your profile or by post or courier to the physical address set forth in your profile.

32.3. **Receipt of Notices.** Notices given pursuant to this paragraph 32 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 32 by post or courier shall be deemed received by the recipient two working days after despatch. In the event that you give us notice by means other than those set forth in paragraph 32.1 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.

32.4. **Language of Notices.** All notices given under this Agreement shall be in the English language, or if this Agreement is in a different language, we will endeavour to provide notices in that language.

33. About Us

33.1. **Corporate Form and Office.** PitchedIt Limited, trading as Shuttle Finance, a limited company registered in Ireland with registered number 697037, and whose registered office address and principal place of business is at 34 Pearse Street, D02 CF84, Ireland.

33.2. **CBI Authorisation.** Shuttle is authorised and regulated by the Central Bank of Ireland, PO Box 559 Dublin 1 (No CBI00528444).

34. Translations

34.1. This Agreement may be translated from time to time. You may also choose to use computerised translations on the Platform, which are only approximations of the original English

content. We do not guarantee the accuracy, reliability, or timeliness of any computerised translations of Platform content. If there is a conflict between the English version of this Agreement and a translated version, or between the original English Platform content and the translated version, the English version will prevail.

35. Definitions and Interpretation

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

"act as a project owner": means to use the Platform to seek capital for a business and participate in the post-investment process after an investment is made in the business;

"act as an investor": means to use the Platform to invest capital in a business and participate in the post-investment process after an investment is made in the business;

"additional information": means information we provide on the Platform other than information contained in a deal, as explained further in paragraph 24.1;

"Agent": means, in the case of a corporate member, that natural person acting on such member's behalf, as explained further in paragraph 3.4; **"Agreement"**: means this Membership Agreement between you and us;

"business": means a business which is seeking capital on the Platform, as explained further in paragraph 7.1;

"deal": means a project summary and project page for a business, taken together, as explained further in paragraph 9.1;

"project summary": means the summary information about a business seeking capital through the Platform, as explained further in paragraph 9.1;

"project page": means the detailed information about a business seeking capital through the Platform that is displayed when clicking through a project summary, as explained further in paragraph 9.1;

"corporate member": means a legal person who becomes a Shuttle member, as explained further in paragraph 3.1;

"execute": means, with respect to this Agreement, any Platform Agreement or any other agreement you enter with us, express your assent to be bound by its terms through the electronic means provided on the Platform or otherwise sign or execute in a manner approved by us;

"EU Regulation": means Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;

"government member": means a government body that becomes a Shuttle member, as explained further in paragraph 3.1;

"Holding Company and Subsidiary": a company is a Subsidiary of a Holding Company where that Holding Company (a) holds a majority of the voting rights in it, (b) is a member of it and has the right to appoint or remove a majority of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or (d) if it is a Subsidiary of a company that is itself a Subsidiary of that Holding Company;

"individual member": means a natural person who becomes a Shuttle member, as explained further in paragraph 3.1;

"investee entity": means the one or more legal entities or arrangements that operate the business in which an investment is made through the Platform, as explained further in paragraph 7.2;

"Investment Account": means, for a Shuttle member who acts as an investor, the section of the Platform that displays the balance you hold with us for the purpose of making investments and receiving proceeds from investments, as explained further in paragraph 8;

"Investment Agreement": means an Investment Agreement you enter into when making an investment through the Platform, as explained further in paragraph 2.2;

"Investment Authorisation Quiz": means the quiz by which we determine whether to authorise you to act as an investor, as explained further in paragraphs 6.1 and 6.2;

"investment-authorized member": means a Shuttle member who has been categorised as a Sophisticated Investor or a Non-sophisticated Investor, as explained further in paragraph 6.1 and whom we have authorised to act as an investor;

"investment decision": means a decision whether to invest in a given business through the Platform, and if so, how much to invest;

"project owner": means, with respect to a business for which a project has been created or to an investee entity following investment, the person who has primary responsibility for the relationship between the business, its investors and us, as explained further in paragraph 17.2;

"Non-sophisticated Investor": means an investor who is not a Sophisticated Investor;

"overseas member": means Shuttle members who are resident or situated in territories outside the European Union, as explained further in paragraph 6.6;

"person": means 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;

"Company stock and the risk to your financial goals": has the meaning given in the Privacy Notice;

"Platform": means the Shuttle platform, which includes the website currently hosted at the domain <https://Shuttle.co> and all pages at sub-domains thereof and may, from time to time hereafter and as applicable, include website pages hosted at other domains and identified by Shuttle as forming part of the Platform, and any mobile applications provided by Shuttle;

"Platform Agreement": means any other agreement you enter into in connection with your use of the Platform, as explained further in paragraph 2.2;

"post-investment process": means, with respect to an investor, the information, rights, payments and transfer processes referred to in paragraph 11, and with respect to a project owner, the information provision and other activities referred to in paragraph 18;

"Privacy Notice": means the privacy notice of Shuttle, which is accessible from the Platform and of which you are notified when providing your personal data;

"profile": means the profile you complete as part of joining Shuttle, as explained further in paragraph 5.4;

"Referral Fee Terms": means the referral fee terms of Shuttle, which may be accessible from the Platform and, to the extent they are, to which you are deemed to have consented by using the Platform;

"Shuttle member": means a person who has joined the Platform as a member of Shuttle, including affirming assent to the relevant Membership Agreement and whose membership has not been terminated or suspended pursuant to paragraph 22;

"Secondary Market" refers to the bulletin board on the Platform that enables investors to express an interest to sell or buy shares held by the Nominee;

"shares": means shares or other equity or equity-like interests in a business, as explained further in paragraph 7.1;

"Sophisticated Investor": has the meaning given to the term "sophisticated investor" in the EU Regulation.

"Subscription Agreement": means a subscription and/or shareholder and/or other agreement(s) entered into by the investee entity in respect of the investment as described in paragraph 17.5;

"Terms of Service": means the terms of service for the Platform, which are accessible from the Platform and to which you are deemed to have consented to by using the Platform;

"we, us and our": means Shuttle, any of our Subsidiaries and any Holding Company and where the context permits, our permitted assignees, transferees and delegates;

"working day": means any day other than a Saturday, Sunday, or Irish public / national holiday; and

"you or your": means you, as the Shuttle member, who is a party to this Agreement.

35.2. Unless the context requires otherwise, words in the singular include the plural and vice versa, and use of the masculine includes the feminine and neuter and vice versa.

35.3. The word "including" or "includes" is not exclusive, so it should be read as if followed by the words "without limitation". 35.4. References to a specific paragraph mean a paragraph of this Agreement unless otherwise stated.

35.5. 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.