



ADDITIONAL PREREQUISITES

INVESTING VIA STRIBE

- PRIVATE INVESTOR / CROWDFUNDER -

These "Additional Terms and Conditions - Investing via Stribe" (hereinafter referred to as: "ATC-IvS") are an addition to the "General Terms and Conditions - Stribe".

We kindly ask you to read them carefully. By registering as an Investor via Stribe, you agree to accept and comply with these "Additional Terms and Conditions - Investing via Stribe" as well as the "General Terms and Conditions - Stribe";

- [General Terms and Conditions - Stribe](#)

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Article 1 - Definitions

In these "Additional Terms and Conditions - Investing via Stribe" ("ATC-IvS") the following terms are understood to mean:

1. Academy: a part of the Environment where Users have the possibility to purchase services such as; training, e-learning, etc.
2. ATC-IvS: "Additional Terms and Conditions - Investing via Stribe": are an addition to the "General Terms and Conditions - Stribe" and are valid for an Investor.
3. Community: a component within the Environment in which Investors and Entrepreneurs contact where Projects are shared among Investors.
4. Crowdfunder: a private investor who makes use of a Partner Platform in order to invest in a project that is offered within the Environment.
5. User: every visitor of the Environment.
6. Investor: user of the Environment who decides to make an investment in a project. A investor can be a Private Investor or a Crowdfunder.
7. Stribe: ('Stribe') is part of the private limited company TS Vision B.V. established at (5038 JL) Tilburg, Hart van brabantlaan 12-14 (Het Laken). Operating in the Netherlands under VAT number: NL 858498133B01 and, Tilburg Chamber of Commerce 70885850.
8. Environment: the total environment in which a user is located within "Stribe" including website(s) and/or application(s) as mentioned below;
 - *Stribe* - www.jointhestribe.com,
 - *Stribe Community* - www.community.jointhestribe.com,
 - *Stribe Academy* - www.stribeacademy.com,
 - *TS Vision* - www.tsvision.eu,and any other by "TS Vision B.V." designated website and/or application.
9. Entrepreneur: legal entity looking for funding with a funding issue, which can create a project within the Environment.
10. Partner: being a natural and/or legal person who has entered into a cooperation with Stribe to promote the result to be achieved with regard to a project.
11. Partner Platform: a crowdfund platform that has entered into a collaboration with Stribe and where an entrepreneur can place a Project. Stribe only functions here as a digital showcase of the Project.
12. Private Investor: a private investor who has the intention to participate directly in third party companies.
13. Project: a financing issue from an entrepreneur who needs funding and which is published or offered visible or invisible within the Environment.

Article 2 - Description Stribe

Stribe contains a section within the Environment in which Stribe communicates with Investors about propositions offered by an Entrepreneur. A proposition consists of a funding issue, which can be set out within the Environment or at a Partner Platform for crowdfunding.

The online investment part of the platform Stribe consists of the following elements:

- Profiles: in the environment Investors can create an online account;
- online pitches: during these online pitches Investors come into contact with companies looking for venture capital;
- live meetings: in these live meetings interested Investors can interview the entrepreneur face to face;
- online conferences: in these online conferences investors exchange knowledge with each other. If necessary, external experts can provide input to these meetings. No matchmaking takes place at these meetings.
- A website: on the website of Stribe, www.jointhestribe.com you will find information about the platform and on the community section you will find an agenda and an overview of Projects.

Article 3 - Description Private Investor

A Private Investor is a private investor who intends to participate directly in third party companies.

Private Investors must meet the following characteristics in order to participate:

- have substantial freely available capital of at least € 1 million (one million euros);
- willing to share knowledge, experience and network with young companies in addition to venture capital in the form of an equity interest and/or subordinated loan;
- have the time and skills to support the entrepreneurs in which they have invested;
- the intention to invest a minimum of € 100,000 (one hundred thousand euros) at once in the form of a subordinated loan in a company;
- willingness to accept the risks involved in investing in young companies and to be able and willing to bear any full depreciation of the investment;
- to be fully aware of the fact that it is business and not investment;
- be fully aware of the illiquid nature of its investment and that, in principle, there will be no possibility of exiting the company in the interim;
- agree that, in connection with his participation in Stribe, he will not at any time be advised by TS Vision or Partners, regardless of whether an advisory or asset management relationship may exist, has existed or will exist at any other time with TS Vision.

Article 3.1 - Responsibility of Private Investor

1. The Private Investor is personally responsible for his or her choices regarding whether or not to invest in companies. Participation in Stribe does not result in any obligation to make follow-up agreements with Entrepreneurs or to make investments.
2. Should a Private Investor be interested in becoming acquainted with a Company, he or she is responsible for conducting further research and requesting information about the Company. It is a Private Investor's own responsibility to assess risks with respect to a company and to make a choice to make an investment. Finally, it is the Private Investor's own responsibility to assess whether he complies with the description as set out in Article 3. The Private Investor will make any investment entirely at his own expense and risk. The Private Investor is advised to be assisted by its own professional advisors (other than Stribe, TS Vision or Partners) and to have them conduct their own due diligence investigation into the company and the legal entities and activities associated with it, and not to rely on the pre-selection made by Stribe.

Article 4 - Description Crowdfunder

A crowdfunder is a private investor who uses a Partner Platform to invest in a project offered on Stribe. A Crowdfunder must at all times comply with the conditions and rules of the relevant Partner Platform. In order to participate in a project through the Partner Platform, the crowdfunder must meet the criteria set by the Partner Platform prior to the investment.

Article 4.1 - Responsibility Crowdfunder

A crowdfunder is responsible for his own choices regarding whether or not to invest in companies. Participating in Stribe does not lead to any obligation to make follow-up agreements with entrepreneurs or to make investments. Here, too, the responsibilities and criteria set by the Partner Platform apply.

Article 5 - Description Entrepreneur

An Entrepreneur, being a legal or natural person, who has been registered with the Chamber of Commerce in the Netherlands for at least 10 weeks and has a VAT number, has created a My Stribe environment, has accepted this "ATC-IvS" and has been accepted as an Entrepreneur by Stribe.

Article 5.1 - Responsibility Entrepreneur

An Entrepreneur must provide truthful information necessary to make the Project as complete as possible. Stribe can support this but is not liable for errors and information that turns out to be incorrect. An Entrepreneur must abide by Stribe's terms and conditions and before publishing a Project an Assignment to Agreement and the associated terms and conditions will be signed. If an Entrepreneur wishes to publish a Project with a Partner Platform, the Entrepreneur must comply with the general terms and conditions and contractual agreement of the relevant Partner Platform, as well as with the General Terms and Conditions and these ATC-IvS of Stribe.

Article 6 - Parties involved

Stribe

Stribe is part of TS Vision B.V. and determines the content of the platform. Stribe draws the attention of Investors and Entrepreneurs to the existence of the platform and invites Investors for (online) meetings.

In addition, Stribe carries out the assessment and pre-selection procedure for Entrepreneurs who wish to participate in the platform. This procedure consists of an inventory of the Entrepreneur, pre-selection and admission to an (online) meeting.

Stribe only brings Entrepreneurs and Private Investors together and does not give advice on which investments the Private Investor should or should not make. Stribe also plays no further role in the negotiation and dealclosing process between Private Investor and Entrepreneur.

This means that the Private Investor has to make his own considerations and decisions regarding his possible participation in an Entrepise. The Private Investor is advised to seek assistance from its own advisors (other than Stribe, TS Vision B.V. or Partner(s)).

The register of the Royal Notarial Association (KNB) lists all registered civil-law notaries in the Netherlands.

Crowdfunding (Partner Platform)

The crowdfunding component will be fully transferred to a Partner Platform. This means that the amount to be funded and the resulting costs are at the expense of the Entrepreneur. For each partner, the rates that they apply at that time will apply.

Partner Platforms for Crowdfunding

- One Planet Crowd
- Geld voor Elkaar
- Voor de Groei

Article 7 - Admission

Private Investors participate in the meetings at the invitation of Stribe. Private Investors can only participate if they have created an account in the Environment and when they have returned the application form, which meets the conditions of the Wwtf, to Stribe. The Private Investor also agrees to these Additional Terms and Conditions - Investing via Stribe, when they have registered via the Environment.

Article 8 - Registration and deregistration for a meeting

Approximately 1-2 weeks before a pitch is put online, the Private Investor receives a personal invitation from Stribe with the date of the online pitch. The invited Private Investor can register online and indicates that he or she is present at the online pitch. Approximately one week before the meeting a reminder of the online pitch will be sent by Stribe. In the unlikely event that the Private Investor is unable to attend, he or she will inform Stribe no later than two days before the online pitch. If this is repeatedly omitted, access will be denied to the Private Investor in the Environment.

Article 9 - Information about the operator

1. Private Investors interested in a company may request additional information about the financing prepared by an Entrepreneur from Stribe after written approval from the Entrepreneur.
2. The Private Investor asks the Entrepreneur whether he or she agrees to Stribe providing this information. Stribe will forward the additional information regarding the financing drawn up by an Entrepreneur to the Private Investor after Stribe has received a signed confidentiality statement from the Private Investor.

Article 10 - Liability and possible conflicts of interest

1. Stribe will not subject entrepreneurs or companies to any background or book research, nor will Stribe instruct third parties to do so. Stribe is therefore not responsible for the content of the business plans presented and cannot be held liable for any damages resulting from incomplete and/or incorrect information regarding the Entrepreneurs, the enterprises and the plans presented.
2. It is possible that the Entrepreneur and the legal entities and activities affiliated with it may have or have had or will have a (financing) relationship with TS Vision and that on that account there is one or more conflicts of interest. For example, it is conceivable that TS Vision, as a financier, has an interest in the Investor providing risk-bearing capital and that TS Vision will obtain a preferential information advantage over the Investor by virtue of its financing relationship with the Entrepreneur.
3. The Private Investor will only obtain information from the Entrepreneur himself and therefore not from TS Vision about the Entrepreneur and its affiliated legal entities and activities. This information may only be provided to the relevant Private Investor, subject to the provisions of section 1.7 (Information about the Entrepreneur). The Private Investor is aware of the existence of its own duty to investigate the matter and will not rely on the possible involvement of TS Vision. TS Vision is not liable to the Private Investor, except to the extent that the damage is the result of TS Vision's wilful intent or gross negligence.

Article 11 - Costs and fees

1. Private Investor

- a. For a Private Investor, the participation of the Environment is free of charge. A number of possibilities within the Environment are the use of the Community and the Academy, these are paid services that a Private Investor can use. When a Private Investor decides to make an investment in a Project, there are no costs associated with this within the Environment. Any costs incurred for research, due diligence and other costs incurred by a Private Investor prior to making an investment will be borne by the Private Investor.
- b. If contacts are made during or as a result of the meeting that lead to financing, for example in the form of shareholding and/or subordinated loan, the Entrepreneur owes Stribe, at the time of the conclusion of the financing agreement, a successful fee, to be calculated on the capital committed by the Private Investor(s) (shareholding and/or subordinated loan or any other provision of capital).

2. Crowdfunder

- a. For a Crowdfunder there are no costs associated with the participation of the Environment. A number of possibilities within the Environment is the use of the Community and the Academy, these are paid services that a Crowdfunder can use. When a Crowdfunder decides to make an investment in a Project, the costs of this investment depend on the Partner Platform in question. These costs, if any, are described separately for each Partner Platform.

3. Entrepreneur

- a. The costs for the Entrepreneur will be determined on the basis of the work to be carried out and the services to be provided. These are included in the Order for Agreement. If the Entrepreneur decides to finance the issue by one or more Private Investors, a so-called Success Fee will be charged. If an Entrepreneur decides to finance the project via a Partner Platform, the costs and fees of the relevant Partner Platform will apply. All costs will be communicated to the Entrepreneur in advance.

Article 12 - Privacy

1. Participating in a Stribe (online) meeting does not result in any obligation for the Investor to reveal its own identity to Entrepreneurs.
2. Stribe does not exchange information with Entrepreneurs regarding the profile or identity of the Investors without the prior consent of the Investor.
3. For reasons of privacy protection, the Investor is not allowed to disclose the identity of other Investors without the explicit approval of the relevant persons.

Article 13 - Confidentiality of information

All information presented by the Entrepreneurs, as well as the content and outcome of the conversations held during the (online) meetings, must be treated as confidential. It is not permitted without the consent of the relevant Entrepreneur or Investor to make any announcement in this respect.

Article 14 - Investment profiles

1. Investors have the possibility to fill in an investment profile. Basic data and investment preferences are included in the investment profile. This information is used to inform Investors of new Projects that match the given preferences.
2. The Investor has the possibility to participate in the Community and Academy as previously mentioned in Article 11.1.
3. A Private Investor must also provide data relating to the (Dutch law) Wwft.

Article 15 - Others

1. Stribe is at all times entitled to change these "ATC-IvS". The modified "ATC-IvS" will be effective from the moment they are placed on the Environment. If an Investor continues to use the Environment, the Investor accepts the applicability of the modified "ATC-IvS". It is therefore advisable to consult the "ATC-IvS" before using the Environment. In case the modified "ATC-IvS" are not acceptable to the Investor, the Investor is entitled to leave the Environment. Stribe will inform the Investor at least 2 days before placing a modified "ATC-IvS".
2. If any provision of these "ATC-IvS" should be contrary to applicable law, this provision will be amended in such a way that it will be in accordance with applicable law, as much as possible taking into account the purport of the relevant provision.

Article 16 - Applicable law and competent court

1. The "Additional Terms and Conditions - Investing via Stribe" ("ATC-IvS"), the investment by Investors via jointhestribe.com and the use of the Environment are governed by Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. All disputes between the parties shall in the first instance be submitted to the competent court of the District Court of Zeeland Midden-Brabant, the Netherlands, unless the law dictates the jurisdiction of another court.