

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

(1) Bit4me Limited, a company incorporated in England and Wales under No. **08776861**
and

(2) You, as Cryptovest a member.

1 Introduction

This Agreement sets out the terms of the relationship between Bit4me Limited and you, as a Cryptovest member. Some of the provisions (paragraphs 1 through 5 and 21 through 33) apply to all Cryptovest members, others (paragraphs 6 through 15) apply only to Cryptovest members to the extent that they act as investors, and others (paragraphs 16 through 20) apply only to Cryptovest members to the extent that they act as entrepreneurs. Please read this Agreement carefully, and we strongly advise you to keep a printed or electronically stored copy of this Agreement for your future reference.

2 This Agreement

2.1 Status. 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 Cryptovest 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 an investor, we may enter into a Subscription Agreement & Investment Agreement each time you make an investment through the platform. And by using the Website, you are deemed to have agreed to our Terms of Service and Privacy Policy and (if applicable) Referral Fee Terms. All of these agreements and other agreements you may enter into in connection with your use of the platform, all of which we refer to as "Platform Agreements", are intended to be consistent with each other and should be read and interpreted together, but if a conflict arises, the terms of any agreement to which you agree after this Agreement will prevail over the terms of this Agreement, while the terms of this Agreement will prevail over the terms of any agreement to which you agreed before this Agreement (including, without limitation, the Terms of Service, the Privacy Policy and the Referral Fee Terms).

2.3 Amendments. We may amend this Agreement from time to time. If we amend the Agreement in a manner 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 Cryptovest membership in accordance with paragraph 21.1.

3 Eligibility for Membership

3.1 Joining. In order to join Cryptovest as a member, you must be either (a) a natural person who is 18 years of age or over (which we refer to as an "individual member"), (b) a legal person, including a limited company, a limited partnership, a limited liability partnership, or other form of legal entity (which we refer to as a "corporate member"), (c) a partnership or unincorporated association, including a fund that is not structured as a legal person (which we refer to as an "unincorporated member") or (d) a department, executive agency or nondepartmental public body of a national, regional, local or supra-national government (which we refer to as a "government member"). In executing this Agreement, you warrant to us that you meet the criteria of an individual member, a corporate member, an unincorporated member or a government member.

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 Cryptovest membership will be suspended in accordance with paragraph 21.3. If you later become eligible to be a member again and inform us of this, your Cryptovest membership may be reinstated at our discretion.

3.3 One Membership Only. You may only become a member of Cryptovest 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 21.2.

3.4 Agents. If you are a corporate member, an unincorporated member or a government member, you must designate at least one natural person to take actions on your behalf. We refer to this person as your "Agent". Your Agent is the person who provided his or her name as your appointed representative in the joining form on the platform. Should you wish to replace your Agent at any time, you may do so by having either the outgoing Agent or one of your directors or officers notify us. Your Agent is not an individual member (except to the extent that he or she joins separately as such) and only has rights and obligations under this Agreement to the extent

that he or she is, or purports to be, acting for you. Throughout this Agreement, any reference to "you" which relates to taking a particular action through the platform, or doing anything else that only a natural person can physically do, shall be read as a reference to your Agent doing so on your behalf, while any other reference to "you" shall be read as a reference to you as a corporate member, an unincorporated member or a government member.

4 Our Relationship With You

4.1 Member. Upon execution of this Agreement, you will become a Cryptovest member, and you will remain a Cryptovest member until and unless your membership is terminated or suspended in accordance with paragraph 21. Our obligations to you as a Cryptovest member are as set forth in this Agreement and other Platform Agreements.

4.2 Client. If and to the extent that you make an investment through the platform you are our client, and we will treat you as our client for all purposes related to such investment.

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 adviser.

4.4 Location of Activities. In executing this Agreement, you agree that all of the activities that we conduct with you take place within the United Kingdom, regardless of where you may be physically located at the time you use the platform or otherwise engage with us. This means that you agree that our activities are subject only to the laws of the United Kingdom and not to the laws of any other country in which you may be physically present at any given time, and therefore that any redress you may seek from us must be sought under United Kingdom law. However, you agree to comply with all relevant laws and regulations that may apply to your use of the platform in any jurisdiction in which you may be located. Without prejudice to this paragraph 4.4 or paragraph 30.9, you agree that under no circumstances will you make any claim to the effect that our activities are conducted in, or subject to, the laws of any country other than those of the United Kingdom.

5 The Platform

5.1 Role. Your interactions with us and with other Cryptovest members will take place almost entirely through the platform. 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. We may interact with you, or you may interact with us, via direct email, telephone or in person, but in general you should expect that you will not be able to communicate with us 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 Cryptovest member.

5.2 Access. Access to the Cryptovest platform is performed using verification & authorisation tokens. The verification may be a username and password pair, setup by you, or an authentication token provided by an external platform on which you have an account. Your Cryptovest membership is personal to you and is not transferable. As long as the correct authentication token is used, we will assume that you are the person conducting activity on the platform. You may have one or more authentication tokens and we may or may not ask you for additional authentication tokens to allow you to perform specific actions on the platform. You may not permit any other person or device to access your authentication tokens (including, but not limited to, sharing or accidentally disclosing your authentication tokens). In the event you do, you will be fully responsible for all actions on the platform by the person or device to whom you permitted access and by any other person or device to whom that person or device permitted access, and we will not be liable to you for any losses, damages or costs arising from you permitting access to your authentication tokens. You should note that we may terminate or suspend your access to the platform under specified circumstances as described in paragraphs 21 and 22.

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 in to the platform, may have been breached. If we receive such a notification from you or 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. When you register, 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, and conduct any anti-money laundering or other checks we run on you (as described in paragraph 8.3). 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, you may not post, transmit or share information on the platform that you do not own or have permission to display, publish or post. You agree to indemnify and hold harmless each other Cryptovest member and us from and against any loss, damages or costs arising from or in connection with any content you post on the platform.

5.6 Interactions with Other Cryptovest Members. You are solely responsible for your interactions with other Cryptovest members. We reserve the right, but are not obliged, to monitor actions and disputes between you and other Cryptovest members, and we reserve the right to remove any communications that you post that we consider to be abusive, trolling, spam, or otherwise inappropriate.

Provisions Applicable Solely To Investors

6 Investment Authorisation

6.1 Restriction. Not all Cryptovest members are allowed to act as investors. In order to become what we call an "investment-authorized member", normally you must self-certify either as a "high net worth investor", a "self-certified sophisticated investor" or a "restricted investor", or alternatively that you are a client of a firm that will advise you on whether investments of the type displayed on the platform are suitable for you, in each case in accordance with section 4.7 of the Conduct of Business Sourcebook within the FCA Rules. In certain circumstances you may also become an "investment-authorized member" if you are a corporate finance contact, a venture capital contact or a professional client for the purposes of the FCA Rules, and we notify you as such pursuant to paragraph 4.2. Self-certification involves electronically signing a statement (provided on the platform) that says that you fall within the relevant definition, and from time to time we may ask you to reconfirm any self-certification. If you wish to change your certification, please notify us in accordance with paragraph 31. None of the investment on the CryptoVest dashboard are regulated or authorised by the FCA and we are only selling our own private shares to members.

6.2 Warrant. Without prejudice to this authorisation process, by executing this agreement you warrant to us that, in your view, you have the experience, expertise and knowledge to understand the risks involved in, and make your own investment decisions about, investments in early-stage cryptocurrency based opportunities displayed on the platform. In addition, you may become an investment-authorized member only if you are resident in one of certain countries, as set forth on the platform. In the case of a corporate member, an unincorporated member or a government member, completion of the authorisation process by your Agent constitutes completion by you on behalf of the individuals you represent, and the outcome of such completion will be binding on you even if you subsequently replace your Agent.

6.3 Investment in Cryptocurrency & Confirmation. Members can invest in both our shares and make purchases from our token reserves. We may also contact you to confirm your eligibility to invest in our high risk private unregulated shares.

6.4 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, 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.

6.5 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 21 and 22), but we reserve the right to do so if facts come to our attention that lead us to believe that you may not have the experience, expertise and knowledge required to understand the risks involved in, and make your own investment decisions about, the investments available through the platform. 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 and you will be able to participate in the post-investment process (as described in paragraph 11) for investments already completed.

6.6 Truthfulness and Non-Circumvention. You must complete the investment authorisation process truthfully, honestly and completely. For self-certification, this means that the declarations set forward in the relevant self-certification is truthful and genuinely apply to you.

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 collectively as "shares") in one or more cryptocurrency investments (which we refer to collectively as a "cryptocurrency"). 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 Bit4me (which we refer as an "investee entity") will be held by you in the form of a share certificate and added to our share registry. The full terms of this nominee arrangement are set forth in the relevant Investment Agreement you are both the beneficial owner of the shares of the investee entity and the legal owner. This means, in effect, that you a direct shareholder would be.

7.3 Promotion of Unregulated Collective Investment Schemes. Certain of the investment opportunities available on the platform may be deemed to be unregulated collective investment schemes (UCIS) for the purposes of the FCA Rules. In order to promote such opportunities to you, you may be required to complete an investment authorisation process other than, or in addition to, those described in paragraph 6. By doing so, you expressly agree that we may promote these unregulated collective investment schemes to you.

7.4 No Offering to the Public. The opportunity to invest in the shares of Bit4me, 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 (a) as "not being calculated to result, directly or indirectly, in such shares becoming available to persons other than those receiving the offer," as that phrase is used in section 756(3) of the Companies Act, and, as a consequence, (b) as not being a "public offer" for purposes of section 755 of the Companies Act.

8 Investment Account

8.1 Purpose. If you become an investment-authorized member, upon logging into the platform you will be able to access a section called "Dashboard". The purpose of your Dashboard is to show, money invested or distributed in connection with an investment, in each of the currencies we support. In order to make an investment through the platform, you need to transfer money within a set period of time, as described in the relevant Investment Agreement. You can purchase shares which will be reflected in your Investment Account at any time as described in paragraph 8.2, subject to our identity and other checks described in paragraph 8.3, and you can withdraw money from your dashboard at any time as described in paragraph 8.7.

8.2 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 "Bank" section of the platform. You acknowledge that if you use a card to transfer money to purchase, a third-party payment service will be used and, although such money will be immediately displayed as available in your Investment Account for you to pay for investments, it will take several days until the money is received in the relevant client money account, during which time it will not be treated as client money.

8.3 Identity and Anti-Money Laundering Checks. We 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. In the event that this service is not able to verify your identity to a sufficient level of authentication, you may be asked to send us physical or scanned versions of certain identification documents. From time to time after you have made your first transfer into your Investment Account, we may need to run additional identity checks on you. In executing this Agreement, you expressly agree that we may run any and all of these checks on you, and that you may not be able to transfer money into your 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.

8.4 How Your Money Is Held. We do not hold client money on behalf of any of our customers on our platform and only cryptocurrency and share holdings are displayed.

8.5 Committing Money To Investments.

You must make a payment directly to our accounts or wallet address to purchase shares or utilise one of the third party links provided in the platform to make a purchase. Once the investment is completed, the money will be transferred, from the relevant account to the investee entity. If the investment is not completed (as described in the relevant Investment Agreement), the money will be returned to the client money account and will you will be notified by email so that these funds may be credited back to the balance of you.

8.6 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 Dashboard, and it will be held in

your wallet 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.

8.7 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 Campaigns. If you become an investment-authorized member, upon logging onto the platform you will be able to view packages available for investment. You will initially see links to documents with summary information about the businesses, and we refer to this information as the "campaign summary." All campaigns on the platform are created either us.

9.2 Our Review and Approval. 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.

9.3 No Recommendation; No Reliance on Other Information.

Any responses to questions in the discussion forum and documents and any documents downloaded on request constitute "one-off communications." We take no responsibility for the statements made in the discussion forum and documents sections by the entrepreneur or for documents or other information provided by or about products outside of the campaign and you should not rely on any such information in making your investment decision.

9.4 Confidentiality. Our business model and strategy is 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 campaigns 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 logging in, you may choose to make a recurring investment in the business by clicking on the appropriate button, and each package is a different investment amount. You can enter into a customer package by simply sending a standing order and notifying us of the amount utilising your unique reference code in the bank tab. You will also be presented with an Investment Agreement in respect of the investment however when you register you sign up to our deed of adherence which adds you to our shareholder's agreement.

9.6 Execution and Commitment. After you have decided to invest in a business and how much, as described in paragraph 9.5, the final step for you to make the investment will be to execute the Investment Agreement. 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. The terms of the Investment Agreement will govern your relationship with the business Bit4me.

9.7 Cancellation Rights. You may have the right to cancel your investment for a specified period of time 30 days. 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 Multiple Investments. You may invest multiple times if you so choose. In order to do so, you will need to repeat the process described above.

9.9 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. In our case you will be added to the share registry and receive notification by email along with a virtual share certificate.

10 Risk Warnings

10.1 Loss of Capital. Most early-stage businesses and many other businesses fail, and if you invest it is significantly more likely that you will lose all of your invested capital than you will see any return of capital or a profit. You should not invest more than you can afford to lose.

10.2 Illiquidity. Almost all investments you make in businesses displayed on the platform will be highly illiquid. It is very unlikely that there will be a secondary market for the shares of the business. This means that you are unlikely to be able to sell your shares until and unless the business floats on a stock exchange or is bought by another company; and, even if the business is bought by another company or floats, your investment may continue to be illiquid. Even for a successful business, a flotation or purchase is unlikely to occur for a number of years from the time you make your investment.

10.3 Rarity of Dividends. Early stage businesses rarely pay dividends. This means that if you invest in a business through the platform, even if it is successful you are unlikely to see any return of capital or profit until you are able to sell your shares. Even for a successful business, this is unlikely to occur for a number of years from the time you make your investment.

10.4 Dilution. Any investment you make in a business displayed on the platform is likely to be subject to dilution. This means that if the business raises additional capital at a later date, it will issue new shares to the new investors, and the percentage of the business that you own will decline. Your investment may also be subject to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, service providers to or certain other contacts of, the business.

10.5 Volatility. If you choose to invest in businesses, such investments should only be made as part of a well-diversified portfolio. We build highly volatile assets which can bring both extremely high returns and large losses to our book value and your shareholders value.

11 Post-Investment Process

11.1 Information and Rights. Once you have executed an Investment Agreement with respect to an investment, the investment will be listed in the dashboard as CVFS shares, and you will be able to see additional information the business. You will now be you will be able to exercise certain other rights, all as set forth in the Investment Agreement by completing the contact us form and selecting 'Investor related'

11.2 Payments. When you hold your investment in CVFS shares (which are shares of Bit4me shares) any payments and dividends, other distributions or proceeds are paid in respect of those investments, we will distribute your share of the dividends, other distributions or proceeds to you. These payments will be credited to the balance of your Dashboard, less any applicable fees, all as set forth in the Investment Agreement.

11.3 Transfers. We do not intend to create a market for you to purchase and sell shares in which you have invested, and 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, all as set forth in the Investment Agreement.

12 Account and Investment Information

You can view your balances and history through the "Dashboard". at any time, and you can view all of your current investments in the "Dashboard" 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. However, you can request this by using the contact us form.

13 Taxation

Your investments may be subject to tax. Tax treatment depends on individual circumstances and is subject to change in the 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 UK law we will not deduct or withhold any taxes for you or provide you with any statements or information with respect to your tax position or liability other than the information about your transactions and investments described in paragraph 12. In addition, you may be eligible for certain tax reliefs on investments you make through the platform, for example under the Enterprise Investment Scheme (EIS) and the Seed Enterprise Investment Scheme (SEIS) if you are a UK taxpayer. The availability of any such reliefs will be described in the relevant campaign and Investment Agreement. If you have any questions with respect to tax matters, you should consult a professional adviser.

14 Acting As a Broker

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

15 Our Fees (Investors)

15.1 Fees We Charge You. With the exception of any payment fees as described in paragraph 8.2 and 8.4, we will not charge you any fees to make an investment.

Provisions Applicable To All Members

16 Termination of Membership

16.1 Termination By You. If you no longer wish to be a Cryptovest member, you may terminate your membership at any time by notifying us in writing.

16.2 Termination By Us. We may terminate your Cryptovest membership at any time and for any reason or no reason and we are not required to communicate the reason for such termination to you.

16.3 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 Cryptovest member, we may suspend your Cryptovest membership until we determine that you are again eligible to be a Cryptovest member.

16.4 Consequences of Termination or Suspension. If your Cryptovest membership is terminated pursuant to paragraph 21.1 or 21.2 or is suspended pursuant to paragraph 21.3, you will no longer be able to use the platform. If there is any money in your Investment Account at the time of such termination or suspension, you may be notified that you have a limited period of time in which to withdraw such money as described in paragraph 8.7, after which time we will transmit the money by such means as we deem appropriate (including, without limitation, refunding a card you used to make a payment into your Investment Account, making a bank transfer to a bank account you have previously notified us to be associated with you, or sending a cheque or money order for such money to the address in your profile) and, upon doing so, will reduce the balance of your Investment Account to zero. If you have created a campaign that is still active at the time of such termination or suspension, it will be terminated in accordance with the Campaign Agreement. Subject to paragraph 22, 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.

16.5 Death. If we receive proof of your death that is satisfactory to us, we will terminate your Cryptovest membership pursuant to paragraph 16.2. If at such time you still have investments listed in the "Dashboard" section, we will handle them as set forth in the relevant Investment Agreement.

17. Termination of Platform Access and Agreement

17.1 Termination Upon Conclusion of Activities. If your membership is terminated pursuant to paragraph 16.1 or 16.2, or it is suspended pursuant to paragraph 16.3, your access to the platform may be terminated at such time as you no longer have any investments listed.

17.2 Termination for Malfeasance. Notwithstanding paragraph 17.1, there are circumstances in which we may terminate your access to the platform even if you still have investments listed in the "Dashboard" section. These circumstances may include your using the platform in any way (1) that causes, or is likely to cause, the Website 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 campaigning, 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 17.2 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 17.2 and you still have businesses in which investment has been completed listed in the "Your Campaigns" section, each such business will be required to replace you as the lead entrepreneur.

17.3 Termination of Agreement. Upon termination of your access to the platform pursuant to paragraph 17.1 or 17.2, 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 25.7.

18 Communications and Information

18.1 Information on the Platform. In addition to the information set forth in our documents, we may provide on the platform information about investing in or cryptocurrencies 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, 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.

18.2 Communications About Platform Activity. From time to time we may send you emails with information about activity on the platform, including new perks and the 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, campaigns 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.

19 Complaints

19.1 Initial Complaint. If you have a complaint with respect to any aspect of the platform, you should report it to us immediately by sending an email, with the word "complaint" in the subject line, from the email address in which your Cryptovest membership is registered to info@phoenixinvestor.co.uk. We will send an initial response to your email within no more than three working days after we receive it, and this response will state either that we consider the complaint to have been resolved or that we are investigating the matter further. If we are investigating the matter further, we will provide you with a final response by no later than eight weeks after we receive your email. We may need to ask you questions in order to understand the details of your complaint, and any questions we ask, as well as any response we give, will be sent by email to the email address in which your Cryptovest membership is registered.

19.2 Financial Ombudsman Service. If you make a complaint pursuant to paragraph 19.1 and we do not resolve it to your satisfaction then unfortunately you are not protected by the financial Ombudsman Service for the sale of private shares in our start up business or in crypto currency related investments.

19.3 Financial Services Compensation Scheme. We are not a participant in the Financial Services Compensation Scheme (FSCS). You will not be able to make a claim on this Scheme if we default in our obligations to you.

20 Records

20.1 Period of Retention We will retain the records relevant to your Cryptovest membership and any activity you conducted on the platform for a minimum period of 3 years following the termination of your access to the platform pursuant to paragraph 17. This period maybe extended by force of law, regulatory requirement or by the mutual consent of you and us.

20.2 Request for Deletion. You will be able to request the destruction or deletion of any of the records relevant to your Cryptovest membership and any activity you conducted on the platform however we are not obliged to do this unless we are required to destroy or delete them by force of law or other regulatory requirement.

20.3 Conclusive Evidence. The records kept in the platform shall be conclusive evidence of the facts and matters they purport to record.

21 Conflicts of Interest

Full details of these and other potential conflicts of interest, as well as how we manage them, are set forth in our conflicts of interest policy. You may request an electronic copy of this policy at any time by contacting us.

22 Our Ceasing to Trade

In the event that we cease to trade, any money in an investor's Account, and any shares registered, will be protected. We will notify you as soon as possible after we have taken a decision to cease to trade, and at that stage all active fundraising will be terminated. Subject to paragraph 8.4, you will have a specified period of time in which to withdraw any money in your Investment Account after which time we will transmit the money by such means as we deem appropriate (including, without limitation, refunding a card you used to make a payment into your Investment Account, making a bank transfer to a bank account you have previously notified us to be associated with you, or sending a cheque or money order for such money to the address in your profile). Meanwhile, the shares in which you have invested will be handled as set forth in the relevant Investment Agreement.

23 Liability

23.1 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.

23.2 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 Cryptovest 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 Cryptovest member or any misrepresentation or wilful misconduct or any other act of another Cryptovest 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. We shall not be liable to you for investment losses after investment in Bit4me shares, CVFS shares or cryptocurrency tokens. Our liability to you for any loss or damage arising in connection with your investment in our 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.

24 Assignment, Transfer and Delegation

24.1 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.

24.2 Assignment, Transfer and Delegation By You. Your Cryptovest membership is personal to you, and therefore, none of your rights or obligations in connection with your Cryptovest 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 24.2 shall be null and void.

25 General Terms

25.1 No Partnership or Agency. This Agreement shall not be construed so as to create a partnership or joint venture between you and us outside of you purchase our shares. Nothing in this Agreement shall be construed so as to constitute you and us as agents of one another.

25.2 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.

25.3 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.

25.4 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. 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.

25.5 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.

25.6 Costs. 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.

25.7 Survival. All disclaimers, indemnities 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.

25.8 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, hacks, 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.

25.9 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any such claim, although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.

25.10 Third Party Rights. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and, notwithstanding any term of this Agreement, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Agreement.

25.11 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 our registration form.

26 Notices

26.1 Notices From You to Us

"**act as an investor**" means to use the platform to invest capital in our 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 campaign, as explained further in paragraph 17.1;

"**Agent**" means, in the case of a corporate member, an unincorporated member or a government 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; membership or your activities on the platform shall be given by email to info@phoenixinvestor.co.uk, except where this Agreement or another Platform Agreement that you execute sets forth alternate means by which you must give us notice.

26.2 Notices From Us to You. Any notice from us to you in respect of this Agreement, your Cryptovest 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.

26.3 Receipt of Notices. Notices given pursuant to this paragraph 26 through the platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 31 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 26.1 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.

26.4 Language of Notices. All notices given under this Agreement shall be in the English language.

27 About Us

27.1 Corporate Form and Office. Bit4me Limited, a company incorporated in England and Wales under No. 08776861 registered office 33 Turnley Road Alfreton Derbyshire DE55 2FB

28 Definitions and Interpretation

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

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

"**Companies Act**" means the UK Companies Act 2006, as it may be amended from time to time;

"**corporate member**" means a legal person who becomes a Cryptovest 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;

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

"individual member" means a natural person who becomes a Cryptovest 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 Cryptovest member who acts as an investor, the section of the platform that displays the balance you hold, 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-authorized member" means a Cryptovest member who has self-certified, 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;

"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;

"platform" means, the Cryptovest platform, which includes the website currently hosted at the domain <http://www.Cryptovest.com> and all pages at sub-domains thereof and may, from time to time hereafter, include pages hosted at other domains and identified by us as forming part of the platform;

"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,

"Privacy Policy" means the privacy policy of Cryptovest Limited, which is accessible from each page of the Website and to which you are deemed to have consented by using the Website;

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

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

"Cryptovest member" means a person who has joined the Cryptovest platform as a member, including affirming assent to the relevant Membership Agreement and whose membership has not been terminated or suspended pursuant to paragraph 21;

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

"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 Website, which are accessible from each page of the Website and to which you are deemed to have consented to by using the Website;

"unincorporated member" means a partnership or unincorporated association (including a fund that is not structured as a legal person) who becomes a Cryptovest member, as explained further in paragraph 3.1;

"we, us and our" means Cryptovest Limited, any of our subsidiaries and any holding company (as those expressions are defined in section 1159 of the Companies Act 2006) and where the context permits, our permitted assignees, transferees and delegates;

"Website" means, with respect to Cryptovest, the website hosted at <http://www.Cryptovest.com>, including all sub-domains thereof;

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

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

28.2 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.

28.3 The word "including" or "includes" is not exclusive, so it should be read as if followed by the words "without limitation".

28.4 References to a specific paragraph mean a paragraph of this Agreement unless otherwise stated.

28.5 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.