

LONGSTEM LIMITED CROWDFUNDING CAMPAIGN MEMBERSHIP AGREEMENT

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

(1) Longstem Limited, a company incorporated in England and Wales under No. 8372039 whose registered office is at Kemp House, 152-160 City Road, London, England, EC1V 2NX; and

(2) You, as a Longstem Limited crowdfunding campaign member.

1 Introduction

This Agreement sets out the terms of the relationship between Longstem Limited (trading as London Real) and you, as a member of this crowdfunding campaign. 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 investorhelp@londonreal.tv if you have any questions about this Agreement.

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 Longstem Limited 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. Our Privacy Notice also sets out details of how your personal data will be used. These and other agreements 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 and the Privacy).

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 Longstem Limited crowdfunding campaign membership in accordance with paragraph 14.1.

3 Eligibility for Membership

3.1 Joining. In order to join the Longstem Limited crowdfunding campaign, 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") or (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"). In executing this Agreement, you warrant to us that you meet the criteria of an individual member, a corporate member or an unincorporated 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 Longstem Limited crowdfunding campaign membership will be suspended in accordance with paragraph 14.3. If you later become eligible to be a member again and inform us of this, your Longstem Limited crowdfunding campaign membership may be reinstated at our discretion.

3.3 One Membership Only. You may only become a member of Longstem Limited's crowdfunding campaign 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 14.2.

3.4 Agents. If you are a corporate member or an unincorporated 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 or an unincorporated member.

4 Our Relationship With You

4.1 Member. Upon execution of this Agreement, you will become a Longstem Limited crowdfunding campaign member, and you will remain a Longstem Limited crowdfunding campaign member until and unless your membership is terminated or suspended in accordance with paragraph 14. Our obligations to you as a Longstem Limited crowdfunding campaign 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 or such capital-raising. Unless we notify you otherwise, we will categorise you as a "retail" client.

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 investment 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 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 20.9, 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 will take place almost entirely through the Platform. You will use the Platform to make your investment, including paying money. In addition, most communications between us and you will take place through the Platform. There are certain exceptions where we may interact with you, 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 Longstem Limited crowdfunding campaign member.

5.2 Access. Access to the Platform is performed using an authentication token which is a username and password pair, set up by you. Your Longstem Limited crowdfunding campaign 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 14 and 15.

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 we determine ourselves that the security 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.

6 Investment Authorisation

6.1 Restriction. Not all Longstem Limited crowdfunding campaign members are allowed to act as investors. In countries excluding the United States of America, Canada and

the United Arab Emirates, 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", a "restricted investor" (or the equivalent of such investor categories under the laws of the territory in which you are resident or situated). For residents of the United States of America, Canada and the United Arab Emirates, to become an investment-authorized member, you must self-certify as an "accredited investor".

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 re-confirm any self-certification or provide evidence supporting your self-certification. If you wish to change your certification, please notify us in accordance with paragraph 21. You may also be required to complete and achieve a sufficient score on our Investment Authorisation Quiz, which is described in paragraph 6.2, or another assessment in order to demonstrate that you sufficiently understand the risks involved in the types of investment available via the Platform. 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 growth-stage businesses. In the case of a corporate member or an unincorporated member, completion of the authorisation process by your approved representative 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 representative.

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 investment 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 investment available on the Platform.

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, 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 14 and 15), 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 investment available through the Platform or if we consider there may be legal restrictions on you making an investment through the Platform. Separately, if you no longer wish to be an investment-authorised member, you may notify us of this, and we will revoke your authorisation on that basis.

6.5 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 are truthful and genuinely apply to you. For the Investment Authorisation Quiz or other assessment described in paragraph 6.1, 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, Longstem Limited crowdfunding campaign members who are resident or situated in territories

outside the United Kingdom ("overseas members") may not become investment-authorized members if their accessing of investment opportunities, and making an investment 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 paragraph 6.1 and 6.2 to become investment-authorized members. Overseas members who are based in the United States of America, Canada or the United Arab Emirates can only become investment-authorized members on the basis that they meet Accredited Investor criteria as laid out in the Account Opening process.

7 Type and Structure of Investment

7.1 Type of Investment. If you become an investment-authorized member, you will have the opportunity to invest in Longstem Limited. This investment consists of equity (which we refer collectively as "shares") in the business (which we refer to collectively as a "business"). The investment will be held directly by shareholders.

7.2 Structure of Investments. When you choose to make an investment through the Platform, your shares in the legal entity (which we refer as an "investee entity") will be held by you. This means that you will hold and administer the shares and

enjoy all rights as a direct shareholder as laid out in the Subscription Agreement.

7.4 No Offering to the Public. The opportunity to invest in the shares in Longstem Limited, 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 Now

8.1 Purpose. If you become an investment-authorized member, upon logging into the Platform you will be able to access the Invest Now section, which allows you to pay into the crowdfunding platform via credit card or bank transfer.

8.2 Paying Money To The Investment. You can pay money to the investment by the means set forth on the Platform. Instructions on how to make such payments, minimum and maximum amounts, and how long it will take before the transfer is credited will be set forth in the "Investment

Checkout process". You acknowledge that if you use a card to transfer money as part of the Investment Checkout Process, a third-party payment service will be used, and it can take several days until the money is received in the relevant segregated money account, during which time it will not be treated as investment funds.

8.3 Identity and Anti-Money Laundering Checks. We have certain responsibilities 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 pay money via the Investment Checkout process. 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. 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 make an investment 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 make an investment while the checks are pending or as a result of the unsatisfactory completion of the checks.

8.4 How Your Money Is Held. Any money that has been paid to the investment will be held in a segregated money account

at one or more major international banks. You agree that, upon your instructions through the Platform, we may convert funds received via the Investment Checkout process from one currency into another currency. There may be occasions where we make a gain or suffer a loss due to currency fluctuation. You acknowledge that if you instruct us to convert money into another currency, a third-party conversion service will be used and, although such money will be immediately displayed as converted as part of the investment process, it can take several days until the money is converted into the segregated bank account. The segregated money account will also hold the money of other investment-authorized members. You will not receive interest on any money held in the segregated money account.

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 the Longstem Limited Crowdfunding Campaign. You will initially see summary information about Longstem Limited's campaign, and we refer to this information as the "campaign summary". You can click through the campaign summary to see additional information about the business, which we refer to as the "detailed campaign" (the campaign summary and a detailed campaign together are the business's "campaign"). The detailed campaign is the information upon which you will

make an investment decision with respect to the business. The campaign on the Platform has been created by Longstem Limited.

9.2 Our Review and Approval. 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. With respect to any content provided on the Platform, such content is provided for informational purposes only. Longstem Limited crowdfunding campaign undertakes no obligation to update the content, and can alter or delete the content at any time without notice.

9.4 Confidentiality and Appropriate Use of The Campaign. The Longstem Limited Campaign 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 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 Reviewing the Campaign. After reviewing the campaign, you may choose to make an investment in the business by clicking on the appropriate button, and you will be asked to indicate how much you would like to invest.

9.6 Multiple Investments. You may invest multiple times in Longstem Limited if you so choose. In order to do so, you will need to repeat the process described above, including executing a new Investment Agreement with respect to each of the additional investments you make.

9.7 Investment perks. Longstem Limited offers investors perks, including exclusive rewards as outlined in the campaign detail based on the level of investment. Please note that any perks offered by the business are subject to the terms and conditions provided by Longstem Limited.

10 Risk Warnings

10.1 Loss of Capital. Most growth-stage businesses fail, and if you invest in Longstem Limited, it is significantly more likely that you will lose all of your invested capital than you will see any return of capital or a profit. You should not invest more

money in the business than you can afford to lose without altering your standard of living.

10.2 Illiquidity. Almost all investments you make in growth-stage businesses will be highly illiquid. It is very unlikely that there will be a liquid secondary market for the shares of the investee entity. This means you should assume that you will be unlikely to be able to sell your shares until and unless the investee entity floats on a stock exchange or is bought by another company; and, even if the investee entity 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. Growth-stage rarely pay dividends. This means that if you invest in Longstem Limited, even if it is successful you are unlikely to see any return of capital or profit until you are able to sell your shares in the investee entity. As explained in paragraph 10.2, 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 growth-stage business is likely to be subject to dilution. This means that if Longstem Limited raises additional capital at a later date, it will issue new shares to the new investors, and the percentage of

the investee entity that you own will decline. These new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may work to your disadvantage. Your investment may also be subject to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, service providers to or certain other contacts of, the investee entity.

10.5 Diversification. If you choose to invest in a growth-stage business, such investments should only be made as part of a well-diversified portfolio. This means that you should invest only a relatively small portion of your investable capital in such businesses, and the majority of your investable capital should be invested in safer, more liquid assets. It also means that you should spread your investment between multiple businesses rather than investing a larger amount in just a few.

11 Post-Investment Process (Investors)

11.1 Information and Rights. Once you have executed a payment, you will then be given access to the Investment Agreement with respect to your investment.

12 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 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. If you have any questions with respect to tax matters, you should consult a professional advisor.

14 Termination of Membership

14.1 Termination By You. If you no longer wish to be a Longstem Limited crowdfunding campaign member, you may terminate your membership at any time by notifying us pursuant to the notification process set forth in paragraph 21.1.

14.2 Termination By Us. We may terminate your Longstem Limited crowdfunding campaign membership immediately, and will inform you of the termination immediately, if:

- 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 Longstem Limited crowdfunding campaign requesting you to do so;

- You have broken or attempted to break the law, or put Longstem Limited crowdfunding campaign in a position where we might break the law;
- You are using the Platform in a way that is harmful to Longstem Limited crowdfunding campaign, such as causing harm to our Platform or our reputation; You have given us false information;
- You have been abusive to anyone at Longstem Limited crowdfunding campaign; or
- If we are required do so under any law, regulation, or by a governmental or regulatory authority.

We may also terminate your Longstem Limited crowdfunding campaign membership for other reasons by providing at least two weeks' notice beforehand.

14.3 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 Longstem Limited crowdfunding campaign member, we may suspend your Longstem Limited crowdfunding campaign membership until we determine that you are again eligible to be a Longstem Limited crowdfunding campaign member.

14.4 Consequences of Termination or Suspension. If your Longstem Limited crowdfunding campaign membership is terminated pursuant to paragraph 14.1 or 14.2 or is suspended

pursuant to paragraph 14.3, you will no longer be able to use the Platform.

14.5 Death. If we receive proof of your death that is satisfactory to us, we will terminate your Longstem Limited crowdfunding campaign membership pursuant to paragraph 14.2.

15 Termination of Platform Access and Agreement

15.1 Termination Upon Conclusion of Activities. If your membership is terminated pursuant to paragraph 14.1 or 14.2, or it is suspended pursuant to paragraph 14.3, your access to the Platform may be terminated at such time as you no longer have access to the investment opportunity.

15.2 Termination for Malfeasance. Notwithstanding paragraph 15.1, there are circumstances in which we may terminate your access to the Platform. 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 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.

15.3 Termination of Agreement. Upon termination of your access to the Platform pursuant to paragraph 15.1 or 15.2, 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 20.6.

16 Communications and Information

16.1 Information on the Platform. In addition to the information set forth in the campaign, we may provide on the Platform information about investing in or the business 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, 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.

16.2 Communications About Platform Activity. From time to time we may send you emails with information about activity on the Platform. 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, the campaign, 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.

17 Complaints

17.1 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 Longstem Limited crowdfunding campaign membership is registered to investorhelp@londonreal.tv. 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 Longstem Limited crowdfunding campaign membership is registered.

17.2 Financial Ombudsman Service. If you make a complaint pursuant to paragraph 17.1 and we do not resolve it to your satisfaction, you may have a right under FCA Rules to complain directly to the Financial Ombudsman Service. Their address is South Quay Plaza, 183 Marsh Wall, London E14 9SR, and their website is at <http://www.financial-ombudsman.org.uk>.

17.3 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>.

18 Records

18.1 Period of Retention. In accordance with legal and regulatory requirements, we will retain the records relevant to your Longstem Limited crowdfunding campaign 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 15. This period may be extended by force of law, regulatory requirement or by the mutual consent of you and us.

18.2 No Request for Deletion. You will only be able to request the destruction or deletion of any of the records relevant to your Longstem Limited crowdfunding campaign membership subject to paragraph 18.1, unless we are required to destroy or delete them by force of law or other regulatory requirement.

18.3 Data and Data Protection. You acknowledge that we may process and share your personal data as described in our Privacy Notice. For more information on how we use your personal data, see our Privacy Notice, available at <https://londonreal.tv/privacy>

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

19 Liability

19.1 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.

19.2 Our Liability to You. We shall be liable to you only for any loss or damage which you may suffer as a result of being a Longstem Limited crowdfunding campaign 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. 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. 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.

20 General Terms

20.1 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.

20.2 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.

20.3 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.

20.4 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 the English language. You and we acknowledge that, in entering into this Agreement, neither of us are relying on, and shall have no

remedies in respect of, any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement. Without limiting the generality of the foregoing, you shall not have any remedy for innocent or negligent misrepresentation based on any statement made by us in this Agreement, and your only remedy is for breach of contract. However, nothing in this Agreement shall exclude liability for any fraudulent statement or act.

20.5 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.

20.6 Survival. All disclaimers, agreements about liability for losses and/or expenses, and exclusions in this Agreement shall survive termination of the Agreement for any reason, as shall any other provisions of this Agreement that by their nature are intended to survive such termination.

20.7 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.

20.8 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.

20.9 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.

20.10 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.

21 Notices

21.1 Notices From You to Us. Any notice from you to us in respect of this Agreement, your Longstem Limited crowdfunding campaign membership or your activities on the Platform shall be given by email to investorhelp@londonreal.tv, except where this Agreement or another Platform Agreement that you execute sets forth alternate means by which you must give us notice.

21.2 Notices From Us to You. Any notice from us to you in respect of this Agreement, your Longstem Limited crowdfunding campaign 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.

21.3 Receipt of Notices. Notices given pursuant to this paragraph 21 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 21 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 21.1 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.

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

22 About Us

22.1 Corporate Form and Office. Longstem Limited is a company incorporated in England and Wales, whose registered 152-160 City Road, London, EC1V 2NX, United Kingdom.

22.2 Information Commissioner. Longstem Limited crowdfunding campaign is registered with the Information Commissioner's Office and appears in the Data Protection Register under (No. ZA918007).

23 Definitions and Interpretation

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

"additional information"

means information we provide on the Platform other than information contained in a campaign, as explained further in paragraph 16.1;

"Agreement"

means this Membership Agreement between you and us;
means a business which is seeking capital on the Platform, as explained further in paragraph 7.1;

"business"

means the summary information about Longstem Limited, as explained further in paragraph 9.1;

"Campaign"

means the Longstem Limited campaign summary and detailed campaign for the business, taken together, as explained further in paragraph 9.1;

"campaign summary"

means the summary information about the business, as explained further in paragraph 9.1;

"Companies Act"

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

"detailed campaign"

means the detailed information about the business that is displayed when clicking through the campaign summary, as explained further in paragraph 9.1;

"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;

"FCA"

means the Financial Conduct Authority, an independent organisation that authorises and regulates us, whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom;

"individual member"

means a natural person who becomes a Longstem Limited crowdfunding campaign 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 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 Longstem Limited crowdfunding campaign member who has completed the Investment Authorisation Quiz to our satisfaction or 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;

"overseas member"

means Longstem Limited crowdfunding campaign members who are resident or situated in territories outside the United Kingdom, 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;

"personal data"

has the meaning given in the Privacy Notice;

"Platform"

means the Longstem Limited crowdfunding campaign platform, which includes the website currently hosted at the domain <https://londonreal.tv/> and all pages at sub-domains thereof (including <https://invest.londonreal.tv/>) and may, from time to time hereafter and as applicable, include website pages hosted at other domains and identified by Longstem Limited crowdfunding campaign as forming part of the Platform, and any mobile applications provided by Longstem Limited;

"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 Notice"

means the privacy notice of Longstem Limited, 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 Longstem Limited's crowdfunding campaign, as explained further in paragraph 5.4;

"Longstem Limited crowdfunding campaign member"

means a person who has joined the Platform as a member, including affirming assent to the relevant Membership Agreement and whose membership has not been terminated or suspended pursuant to paragraph 14;

"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 Platform, which are accessible from the Platform and to which you are deemed to have consented to by using the Platform;

"unincorporated member"

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

"we, us and our"

means Longstem 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;

"working day"

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

"you or your"

and means you, as the Longstem Limited crowdfunding campaign member, who is a party to this Agreement.

23.2 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.

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

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

23.5 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.