



ASSET MANAGER TERMS AND CONDITIONS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply to this agreement.

1.1.1. AIF shall have the meaning ascribed to it by Article 4(1)(a) AIFMD.

1.1.2. AIFMD: Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.

1.1.3. Asset Manager: the company, partnership, trust, unincorporated body of persons or other legal entity named in the field labelled "Company" on the sign-up page of the Website.

1.1.4. Authorised User: those employees, agents and independent contractors of the Asset Manager who are authorised to use the Website.

1.1.5. Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 7.

1.1.6. EEA: the European Economic Area, which for the purpose of this agreement shall be deemed to include the United Kingdom of Great Britain and Northern Ireland.

1.1.7. EEA Investor: an Investor having its domicile or registered office in the EEA.

1.1.8. High Net Worth Company: any body corporate, unincorporated association, partnership or trustee falling within article 49(2) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

1.1.9. Investment Professional: an investment professional as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

1.1.10. Investor: an investor who uses the Website.

1.1.11. Pueblo: My Pueblo Limited;

1.1.12. Website: mypueblo.com;

1.1.13. You: the natural person named in the field labelled "Name" on the sign-up page of the Website.



- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
 - 1.4. Unless the context otherwise requires, a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
 - 1.7. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
 - 1.8. References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
2. ACCESS AND USE
- 2.1. By checking the box "Accept Terms and Conditions" below:
 - 2.1.1. if you are the first Authorised User at the Asset Manager, You agree to bind the Asset Manager to these terms and conditions of use pertaining to the Asset Manager's use of the Website and You warrant that You have the authority to bind the Asset Manager to these terms and conditions;
 - 2.1.2. if you are the second or subsequent Authorised User at the Asset Manager, You reconfirm that the Asset Manager will comply with these terms and conditions and You warrant that You have the authority to make this confirmation on behalf of the Asset Manager.
 - 2.2. The Asset Manager shall not:
 - 2.2.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms and conditions:
 - 2.2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website (as applicable) in any form or media or by any means; or



- 2.2.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website; or
 - 2.2.2. access all or any part of the Website in order to build a product or service which competes with the Website; or
 - 2.2.3. use the Website to provide services to third parties (other than in the ordinary course of its business); or
 - 2.2.4. subject to clause 13.5, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website available to any third party except the Authorised Users; or
 - 2.2.5. attempt to obtain, or assist third parties in obtaining, access to the Website, other than as provided under this clause 2.
 - 2.3. The Asset Manager shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Website and, in the event of any such unauthorised access or use, promptly notify Pueblo.
 - 2.4. The Asset Manager shall not link to the Website without Pueblo's prior written permission.
 - 2.5. The rights provided under this clause 2 are granted to the Asset Manager only, and shall not be considered granted to any subsidiary or holding company of the Asset Manager, unless expressly agreed in writing by Pueblo.
 - 2.6. Any breach by the Asset Manager of this clause 2 shall be deemed to be a material breach of this agreement.
3. GRANT OF LICENCE
 - 3.1. Pueblo grants the Asset Manager a limited non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to access the Website and to upload such information about the Asset Manager and any investment funds or investment products or services offered by the Asset Manager as Pueblo, may at its sole discretion, permit from time to time. The Asset Manager may further use the Website to receive contact requests from Investors.
4. ASSET MANAGER OBLIGATIONS
 - 4.1. The Asset Manager shall:
 - 4.1.1. provide Pueblo with:
 - 4.1.1.1. all necessary co-operation in relation to this agreement;



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- 4.1.1.2. all necessary access to such information as may be required by Pueblo in order to provide access to the Website, including but not limited to, security access information and configuration services;
- 4.1.2. comply with all applicable laws and regulations with respect to its activities under this agreement;
- 4.1.3. carry out all other Asset Manager responsibilities set out in this agreement in a timely and efficient manner;
- 4.1.4. ensure that the Authorised Users use the Website in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- 4.1.5. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Pueblo's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Asset Manager's network connections or telecommunications links or caused by the internet.

5. ASSET MANAGER WARRANTIES

5.1. The Asset Manager warrants that:

- 5.1.1. the contents of the Website may lawfully be accessed by it in the jurisdiction where it is established;
- 5.1.2. any information it may upload to the Website about the Asset Manager, its investment funds, investment products or investment services will be accurate, complete and up-to-date;
- 5.1.3. it will keep any information it may upload to the Website about the Asset Manager, its investment funds, investment products or investment services up-to-date and remove any outdated or inaccurate information;
- 5.1.4. the making available of information and material about the Asset Manager, its investment funds, investment products or investment services on the Website will comply with all applicable laws and regulations in the jurisdiction where the Asset Manager is established, in the jurisdictions where the Investors are established, in the jurisdiction where Pueblo is established and in any other jurisdiction whose laws or regulations may restrict or control the making available of such information;
- 5.1.5. any investment fund, investment product or service that it may market, distribute, offer, place or provide to an Investor subsequent to establishing contact through the Website will be marketed, distributed, offered, placed or provided in full compliance with all applicable laws and regulations, including, without limitation, the laws and regulations of the jurisdiction in which the Asset Manager is established, the laws and regulations of the jurisdiction where each



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Investor is established and the laws and regulations of any other jurisdiction which may apply to the marketing, distribution, offering or placement of the investment fund or investment product or provision of the service;

5.1.6. the making available of information and material about the Asset Manager, its investment funds, investment products or investment services on the Website will not give rise to a requirement for Pueblo to be authorised, licensed or registered under the laws relating to the offering of securities, investment funds or financial services in any jurisdiction.

5.2. If the Asset Manager is established in the United Kingdom, or if it makes investment decisions in the United Kingdom, it warrants that it is either an Investment Professional or High Net Worth Company.

6. PROPRIETARY RIGHTS

6.1. The Asset Manager acknowledges and agrees that Pueblo and/or its licensors own all intellectual property rights in the Website. Except as expressly stated herein, this agreement does not grant the Asset Manager any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Website.

7. CONFIDENTIAL INFORMATION

7.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. In addition, the Asset Manager may receive Confidential Information about an Investor. Neither the parties' nor an Investor's Confidential Information shall be deemed to include information that:

7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

7.1.2. was in the receiving party's lawful possession before the disclosure;

7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

7.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement. The Asset Manager shall hold each Investor's Confidential Information in confidence and, unless required by law, not make the Investor's Confidential Information available to any third party, or use the Investor's



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Confidential Information for any purpose other than the implementation of this agreement.

7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. The Asset Manager shall take all reasonable steps to ensure that each Investor's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

7.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

8. DISCLAIMER

8.1. NO WARRANTY THAT USE OF THE WEBSITE WILL NOT GIVE RISE TO LICENSING REQUIREMENTS: Pueblo does not warrant the use of the Website by the Asset Manager and the making available on the Website of information about the Asset Manager, its investment funds, investment products and investment services will not give rise to a requirement for the Asset Manager or its investment funds, investment products or investment services to be licensed, registered or authorised in any jurisdiction. It is the sole and exclusive responsibility of the Asset Manager to ensure that any licence, registration or authorisation it or its investment funds, investment products or investment services may require arising from the Asset Manager's use of the Website are obtained and maintained.

8.2. NO WARRANTY THAT INVESTMENT FUND, INVESTMENT PRODUCTS OR SERVICES MAY BE PROVIDED TO INVESTORS WITHOUT A LICENCE: Should the Asset Manager market, distribute, offer, place or provide an investment fund, investment product or investment service to an Investor subsequent to establishing contact with the Investor through the Website, Pueblo does not warrant that such marketing, distribution, offering, placement or provision will not require a licence, authorisation or registration for the Asset Manager, its investment funds, investment products or investment service in any jurisdiction. It is the sole and exclusive responsibility of the Asset Manager to ensure that any licence, registration or authorisation it or its investment funds, investment products or investment services may require arising from the marketing, distribution, offering, placement or provision of its investment funds, investment products or investment services to an Investor, subsequent to establishing contact through the Website, is obtained and maintained.

8.3. NO WARRANTY THAT SALE OF AIFs WILL BE ON A REVERSE SOLICITATION BASIS IN THE EEA: Without prejudice to the generality of clause 8.2, should the Asset Manager offer, place or sell an interest or share in an AIF to an EEA Investor following the establishing of contact with the EEA Investor through the Website, Pueblo does not warrant that the offering, placement or sale of such interest or share will not amount to marketing as that term is defined in Article 4(1)(x) AIFMD. It is the sole and exclusive responsibility of the Asset Manager to determine whether it



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is necessary to register an AIF for marketing in any EEA jurisdiction and to ensure that any AIF it may offer, place or sell to an EEA Investor is registered if necessary.

8.4. **NO RESPONSIBILITY FOR LINKS:** Some links on the Website lead to third-party websites, which are completely beyond the control of Pueblo. Accordingly, Pueblo does not assume any responsibility for the accuracy, completeness or legality of the contents of such websites, or for any offers and services contained.

8.5. **LEGALITY OF PUBLICATION ON THE WEBSITE:** The Website is not directed to any person in any jurisdiction where (by reason of that person's nationality, tax residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.

8.6. **VIRUSES AND OTHER MALWARE:** Pueblo disclaims all liability for any tampering with the Asset Manager's and each Authorised User's computer system by unauthorized parties. In this regard, Pueblo expressly draws attention to the risk of viruses and the possibility of targeted attacks by hackers. In order to combat viruses, trojans, worms and other malware it is recommended that the most recent browser versions be used and that anti-virus software be installed and continually updated. As a rule, the opening of any e-mail from an unknown source as well as any unexpected attachment to an e-mail message should be avoided.

8.7. **AVAILABILITY OF THE WEBSITE:** Pueblo may suspend the operation of the Website at any time without notice. Pueblo does not warrant that access to or use of the Website or of any sites or pages linked to it will be uninterrupted or error free.

8.8. **CHANGES TO FORM AND CONTENT OF THE WEBSITE:** Pueblo may change the format and content of the Website at its sole discretion at any time without notice. You should refresh your browser each time you visit the Website to ensure that you access the most up-to-date version of the Website and any information appearing on it.

NOTICE TO UNITED KINGDOM PERSONS: In the United Kingdom, the Website is directed only at persons having professional experience related to investments and High Net Worth Companies. Persons who do not have professional experience in matters relating to investments or who are not High Net Worth Companies should not use the Website nor should they rely on any of its contents.

9. LIMITATION OF LIABILITY

9.1. This clause 9 sets out the entire financial liability of Pueblo (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Asset Manager:

9.1.1. arising under or in connection with this agreement;

9.1.2. in respect of any use made by the Asset Manager of the Website or any part of it; and



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9.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

9.2. Except as expressly and specifically provided in this agreement:

9.2.1. the Asset Manager assumes sole responsibility for results obtained from the use of the Website by the Asset Manager, and for any actions taken or decision not to act arising from such use. Pueblo shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Pueblo by the Asset Manager in connection with the Website, or any actions taken by Pueblo at the Asset Manager's direction;

9.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

9.2.3. the Website is provided to the Asset Manager on an "as is" basis.

9.3. Nothing in this agreement excludes the liability of Pueblo:

9.3.1. for death or personal injury caused by Pueblo's negligence; or

9.3.2. for fraud or fraudulent misrepresentation.

9.4. Subject to clause 9.2 and clause 9.3:

9.4.1. Pueblo shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

9.4.2. Pueblo's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to GBP 100.

10. INDEMNITY

10.1. The Asset Manager undertakes to keep Pueblo and its agents, delegates officers, members and employees (the "Indemnified Persons") fully and effectively indemnified against all costs, losses, charges, liabilities, expenses and claims whatsoever incurred by them arising from the Asset Manager's breach of this agreement or applicable law, unless such costs, losses, charges, liabilities, expenses and claims due to Indemnified Persons' negligence, wilful default or fraud.

11. FEES



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- 11.1. By entering into this agreement, the Asset Manager will benefit from a free-trial period. During this period, access to and use of the Website by the Asset Manager will be free of charge until the end of the quarter during which this agreement was executed and for the following quarter.
- 11.2. Upon the end of the free-trial period, the Asset Manager will be given the option via an alert message on the Website, or via written notice (which shall include notice sent by e-mail) to enter into a new agreement with Pueblo for a paid subscription membership to the Website. Alternatively, Pueblo may, at its sole discretion, decide to extend the free-trial period for one or more additional quarters, as determined by Pueblo. The Asset Manager will be informed of any such decision via an alert message on the Website or by written notice (which shall include notice sent by e-mail).
- 11.3. If no new agreement has been entered into between the Asset Manager and Pueblo at the end of the free-trial period, the Asset Manager's access to the Website will be blocked. This does not amount to a termination under clause 12, unless either party so decides, by giving written notice (which shall include notice sent by e-mail) to the other party.

12. TERM AND TERMINATION

- 12.1. This agreement shall commence on the date it is entered into and shall continue until it is terminated in accordance with clause 12.2.
- 12.2. Either party may terminate this agreement with immediate effect by giving written notice (which shall include notice sent by e-mail) to the other party.
- 12.3. Neither party shall be obliged to give any reason for terminating this agreement. Without limiting the generality of the foregoing, Pueblo may terminate this agreement if the Asset Manager breaches clause 2 or otherwise uses the Website in a way that is contrary to the interests of Pueblo, an Investor or other users of the Website.
- 12.4. On termination of this agreement for any reason:
 - 12.4.1. all licences granted under this agreement shall immediately terminate; and
 - 12.4.2. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement and Pueblo's right to be indemnified, which existed at or before the date of termination shall not be affected or prejudiced.

13. GENERAL

- 13.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



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- 13.2. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 13.4. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 13.5. The Asset Manager shall not, without the prior written consent of Pueblo, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 13.6. Pueblo may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 13.7. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.8. This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.9. Any notice required to be given under this agreement shall be in writing and sent by e-mail:
- 13.9.1. If to Pueblo to: **[INSERT PUEBLO E-MAIL ADDRESS];**
- 13.9.2. If to the Asset Manager, to the e-mail address given by the Asset Manager at the time it signed up to use the Website.
- 13.10. Any notice given pursuant to clause 13.9 is deemed to be received:
- 13.10.1. when the sender receives an automated message confirming delivery;
or
- 13.10.2. 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered;
- whichever happens first.



14. GOVERNING LAW AND JURISDICTION

14.1. 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 or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.