

# MAINstream

Bringing investors and entrepreneurs together

Thank you for applying to pitch at an event hosted by the Michelmores Angel Investor Network (**MAINstream**).

By signing this application form on behalf of the relevant company identified on the form (**Company**) wishing to pitch to MAINstream you hereby acknowledge and agree on behalf of the Company that the Company shall be subject to the terms set out in this application form (**Form**).

Please confirm your acceptance of the terms and conditions that apply to MAINstream applicant companies by signing this declaration and returning it by email to: [mainstream@michelmores.com](mailto:mainstream@michelmores.com) together with a completed copy of the Application Submission Form and your current pitch deck.

## READINESS TO RAISE FUNDS AND INFORMATION REQUIRED

By signing and returning this Form, you confirm on behalf of the Company that:

- (a) the Company has received confirmation from the requisite number of board members and shareholders that they have agreed to the Company:
- raising funds by the issue of share capital to third party investors; and
  - applying to pitch, and, if successful, pitching to MAINstream.

- (b) all information you provide to us in the course of your application and (if successful) pitch to MAINstream will be true, accurate and not misleading, and that all forecasts and projections will have been carefully prepared;
- (c) the Company owns (legally and beneficially) all intellectual property which is or is likely to be material to the business of the Company, none of which are subject to any claims of opposition from any third party; and
- (d) there are no circumstances which, if disclosed to MAINstream, would reasonably affect the willingness of any individual to consider applying for shares in the capital of the Company (including but not limited to any material litigation, accounting/tax issues or issues with property, intellectual property or data protection).

When returning this Form to us we will also need you to confirm in writing on behalf of the Company:

- the current issued share capital of the Company, including the number of current shareholders; and
- whether the Company has applied to HMRC for advance assurance that the Company is eligible for S/EIS Relief (or that the Company is not eligible for S/EIS Relief) – it will be an expectation that if the Company intends to apply for such advance assurance that it will have done so prior to being invited to pitch to MAINstream.



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## SUITABILITY TO PITCH

MAINstream reserves the right not to invite the Company to pitch at an event and full discretion over such decisions will be held by the MAINstream selection panel. Even if the Company is not invited to pitch, we may make the IM and Executive Summary available to MAINstream members (unless you or another Company representative asks us not to).

If the Company is not successful in applying to pitch to MAINstream, you are welcome to submit further applications in due course and we would be glad to hear from you.

## MAINSTREAM STATUS AND LIABILITY

MAINstream is not registered with the Financial Conduct Authority and owes no duty of care to the Company other than as expressly set out in this application form. MAINstream does not provide any services to the Company. The Company will be responsible for all negotiations and arrangements entered into with MAINstream members (and MAINstream shall not be party to any such negotiations or arrangements).

## CONFIDENTIALITY

We agree only to share the IM and Executive Summary with MAINstream members. We will make this information available at the relevant MAINstream events and for a reasonable period of time after such events which will typically be for up to 6 months after the relevant event. If for any reason the Company wish us to revoke digital access to your IM and Executive Summary please let us know.

## NO PARTNERSHIP OR AGENCY

Nothing in this Form is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties (including but not limited to the Company and MAINstream), constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

The Company confirms that it is acting on its own behalf and not for the benefit of any other person.

## DATA PROTECTION

The storage and use of personal details that Michelmores LLP hold about individuals associated with the Company is governed by the General Data Protection Regulation ((EU) 2016/679)) (GDPR) (for so long as the GDPR is effective in the UK) and any new UK data protection legislation.

Michelmores LLP will use these details solely to provide MAINstream members with information about the Company.

Where requested by you, Michelmores LLP will provide you with publications or newsletters or details of any events which Michelmores LLP believe may be of interest to you. If you do not wish to receive this information, please go to <http://www.michelmores.com/manage-my-preferences> and opt-out by following the instructions.

Please see [Michelmores LLP's privacy policy](#) for more information about how we use personal data and the individuals' rights in respect of such information.

Signed by:

(Director)

On behalf of:

(the Company)

Date: