YOUNG MINDS INVESTING

Investor Participation &
Pooled Investment Agreement

Legal Structure	Sole Trader
Proprietor	Burhan Sherdel
Investor	_____
Initial Investment	£_____
Agreement Date	_____

DRAFT — SUBJECT TO UK LEGAL AND REGULATORY REVIEW

1. Purpose of Agreement

This Investor Participation & Pooled Investment Agreement (“Agreement”) sets out the proposed terms governing an Investor's participation in the investment activities of Young Minds Investing (“YMI”).

The purpose of this Agreement is to establish the rights and obligations of the parties concerning the Investor's contribution, economic interest, withdrawals, distributions, reporting, fees, risk and investment decision-making.

This Agreement is intended to operate alongside the YMI Investment Policy Statement (“IPS”).

2. Regulatory Condition

This Agreement does **not** constitute regulatory authorisation, approval or permission to operate an investment fund, collective investment scheme, alternative investment fund or other regulated investment business.

Pooling capital from multiple investors and having a manager invest that pooled capital may potentially constitute a collective investment scheme or another regulated activity depending on the precise structure and circumstances.

YMI must not accept, pool or manage external investor capital under this Agreement unless the proposed structure has first been reviewed by an appropriately qualified UK legal/regulatory professional and YMI has obtained any required authorisation, permission, exemption or other lawful basis.

3. Investor Contribution

The Investor agrees to contribute the amount specified in this Agreement, subject to completion of all required onboarding, legal, regulatory and compliance procedures.

Initial Investment: £_____

The Investor acknowledges that the contribution is an investment and is not a deposit or guaranteed-return product. The value of the Investor's participation may increase or decrease depending on investment performance. The Investor may lose some or all of the capital invested.

4. Pooling of Capital

Where legally permitted, Investor capital may be pooled with YMI's own investment capital and capital contributed by other eligible investors.

The pooled capital may be invested as a single portfolio in accordance with the YMI IPS.

The Investor will not ordinarily own specific individual securities within the portfolio. Instead, the Investor will have an economic interest determined according to the applicable contribution and valuation methodology.

5. Investment Strategy

The pooled portfolio will generally follow the investment principles established in the YMI IPS.

The strategy may include individual equities, equity ETFs, US, UK, European, emerging-market and Asia-Pacific equities, large-, mid- and small-cap companies, IPOs, dividend-paying companies, growth companies, value opportunities, gold and selected commodities, selected fixed-income securities and permitted short positions.

The portfolio will not ordinarily invest in cryptocurrencies or digital assets. Options and futures will not be permitted under the standard strategy. The portfolio will operate without investment borrowing or leverage.

6. Investment Decision-Making

The Investor will not have voting or decision-making rights over individual investments.

Investment decisions will be made by YMI's authorised decision-making structure. An investment committee may provide analysis, challenge and voting input.

The investment committee may vote on proposed investments, with majority approval ordinarily forming part of the decision process. However, **Burhan Sherdel, as proprietor of YMI, will retain final investment decision-making authority**, subject to applicable law and regulation.

7. Investment Risk

The Investor acknowledges that the investment strategy carries substantial investment risk, including market volatility, individual security losses, currency risk, emerging-market risk, liquidity risk, short-selling risk, geopolitical risk and macroeconomic risk.

No particular rate of return is guaranteed. Investment losses may reduce the Investor's capital below the original amount invested.

8. Investment Horizon

YMI may hold investments for both short and long periods. Some investments may be held indefinitely where the investment thesis remains valid. Investments may also be sold earlier where a superior risk-adjusted opportunity becomes available.

9. Six-Month Minimum Investment Period

The Investor agrees to a minimum investment period of **six months**. The Investor may not ordinarily request withdrawal during the first six months following acceptance of the relevant investment capital.

10. Withdrawal After Lock-Up

Following completion of the six-month minimum investment period, the Investor may request a withdrawal with a minimum **30-day notice period**.

Withdrawals remain subject to applicable agreements, portfolio liquidity, valuation procedures, applicable law and regulation, and any restrictions necessary to protect remaining investors.

11. Investor Valuation

The Investor's economic interest will be calculated using the applicable valuation methodology. This may take into account market value of portfolio assets, cash, accrued income, liabilities, expenses, contributions and withdrawals.

YMI will maintain records sufficient to determine the Investor's economic interest.

12. Returns

The Investor's return will depend on portfolio performance and the Investor's proportionate economic interest.

There is no guaranteed return, guaranteed dividend or guaranteed capital protection. The Investor may lose some or all of the invested capital.

13. Pro-Rata Participation

Where the pooled structure is legally implemented, investor returns may be allocated **pro rata according to each Investor's proportionate economic interest in the portfolio**.

The precise methodology for subscriptions, withdrawals, valuation, expenses and distributions should be documented in the relevant investor documentation.

14. Dividends and Investment Income

Dividends and other investment income may be distributed to Investors according to their applicable economic interests.

Distributions are not guaranteed and depend on available investment income, profits, liquidity, expenses, investor interests and applicable requirements.

15. Management Fee

YMI may charge a management fee based on assets under management.

The management fee will be calculated by reference to the Investor's applicable portfolio value at the time of cash-out, according to the fee methodology disclosed to the Investor.

Management Fee Rate: _____

The fee is not a performance fee and the exact percentage and calculation methodology must be disclosed before capital is accepted.

16. No Performance Fee

YMI will **not charge a performance fee** on investment gains under this Agreement.

17. Investor Statements

The Investor will receive a statement **every three months following their investment date**.

Statements may include opening investment value, contributions, withdrawals, closing investment value, investment performance, applicable fees, distributions and investor economic interest.

Investors will not ordinarily receive a detailed list of every individual security held within the pooled portfolio.

18. Confidentiality

The Investor agrees to keep confidential information relating to YMI's investment processes, research, investment theses, internal discussions and commercially sensitive information confidential, subject to applicable law.

YMI will similarly treat the Investor's personal and financial information confidentially, subject to legal, regulatory, tax, accounting and reporting requirements.

19. Conflicts of Interest

YMI will seek to identify and appropriately manage material conflicts of interest.

Relevant persons must not front-run YMI investment decisions, trade ahead of known YMI transactions, exploit confidential YMI investment information or use confidential YMI research for improper personal advantage.

20. No Investor Control Over Investments

The Investor may not direct YMI to purchase or sell a particular security, vote on individual investments, require a particular allocation or override YMI's investment decision-making process.

21. Additional Contributions

Subject to applicable law, regulation and YMI's acceptance procedures, the Investor may be permitted to contribute additional capital.

Each additional contribution may be subject to the applicable valuation methodology and documentation in effect at the time of contribution.

22. Transfer of Investment Interest

The Investor may not transfer, assign, sell or otherwise dispose of their investment interest to another person without YMI's prior written consent and confirmation that the transfer is legally permissible.

23. Tax

The Investor is responsible for obtaining independent tax advice. YMI does not provide personal tax advice under this Agreement.

24. Investor Representations

The Investor confirms that the information provided to YMI is accurate and complete; understands that investment values can fall as well as rise; understands that capital is at risk; is not relying on a guaranteed return; has had an opportunity to seek independent professional advice; understands the six-month minimum investment period, 30-day withdrawal notice and applicable management fee; and understands that investment decisions remain with YMI's authorised decision-making structure.

25. Anti-Money Laundering and Source of Funds

YMI may require information concerning investor identity, source of funds, source of wealth, bank account details, tax residency, beneficial ownership and other compliance information.

YMI may refuse or delay acceptance of capital where required information is not provided or where acceptance would create legal, regulatory or compliance concerns.

26. Suspension of Transactions

YMI may temporarily suspend new investments, withdrawals or other transactions where reasonably necessary because of extreme market conditions, material liquidity problems, cybersecurity incidents, fraud concerns, broker or custodian problems, regulatory requirements, legal disputes, operational disruption or other exceptional circumstances.

27. Amendments

This Agreement may only be amended in writing. Material amendments affecting the Investor's economic rights, fees, withdrawal rights or other fundamental terms should be communicated to the Investor before taking effect.

28. Termination

This Agreement may terminate following completion of the Investor's withdrawal, by mutual written agreement, where required by law or regulation, following termination of the relevant investment structure, or in other circumstances permitted under this Agreement.

Termination does not remove obligations that accrued before termination.

29. Limitation of Liability

Nothing in this Agreement excludes or limits liability where such exclusion or limitation would be unlawful.

Subject to applicable law, YMI will not be responsible for ordinary market losses resulting from investments made in accordance with the applicable investment strategy. Nothing in this clause guarantees the Investor's capital or investment returns.

30. Regulatory Change

If a change in law, FCA rules, regulatory interpretation or the structure of YMI makes the proposed arrangement unlawful or materially inappropriate, YMI may suspend implementation or require the arrangement to be restructured.

The parties agree to cooperate in good faith to establish a legally compliant alternative where reasonably possible.

31. No Guarantee of Future Performance

The Investor acknowledges that investment performance is not guaranteed, past performance is not indicative of future performance, capital is at risk, and a loss of some or all of the Investor's capital is possible.

32. Governing Law

This Agreement shall be governed by the laws of **England and Wales**, unless the parties expressly agree otherwise in writing and such agreement is legally permissible.

The courts of England and Wales shall have jurisdiction over disputes arising from this Agreement, subject to any mandatory legal requirements.

33. Entire Agreement

This Agreement, together with the applicable YMI IPS and any legally required supplementary investor documentation, represents the understanding between the parties concerning the Investor's participation.

If there is a conflict between this Agreement and mandatory applicable law or regulation, the applicable law or regulation will prevail.

34. Investor Acknowledgement

By signing below, the Investor confirms that they have read and understood this Agreement and acknowledge the risks associated with investing through the proposed YMI structure.

The Investor further confirms that they have had the opportunity to obtain independent legal, financial and tax advice before entering into this Agreement.

SIGNATURES

Young Minds Investing
Name: Burhan Sherdel
Position: Proprietor

Signature: _____

Date: _____

Investor
Full Legal Name: _____

Signature: _____

Date: _____

Witness
Full Legal Name: _____

Address: _____

_____

Signature: _____

Date: _____