

# **Platform Membership Agreement Of The 11th Shelf Investment Group**

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Version 2.0

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This Platform Membership Agreement (the "Agreement") is entered into and becomes effective on the date you confirm your acceptance digitally (the "Effective Date"),

**BETWEEN:**

Waanverse Labs, a company registered in Uganda under number 80034726993538, acting as the platform operator (the "Administrator", "we", "us"),

**AND:**

You, the individual user who accepts these terms (the "Member", "you").

## RECITALS

**WHEREAS**, the Administrator operates a digital platform (the "Platform") designed to allow Members to pool capital for collective investment in a group known as "The 11th Shelf Investment Group" (the "Group");

**WHEREAS**, the Administrator has established a detailed Investment Mandate (the "Mandate") that governs the investment strategy, risk profile, and asset allocation for the Group;

**WHEREAS**, you, the Member, wish to use the Platform and agree that this Agreement, together with the Mandate, shall be a legally binding and enforceable contract governing your rights and obligations under the Contracts Act, 2010 of the Republic of Uganda;

**WHEREAS**, you acknowledge that this Agreement is executed digitally, and that your digital affirmation constitutes a valid and binding signature under applicable electronic transactions laws;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, you and the Administrator agree to be bound by the terms and conditions that follow.

## Article 1: Name, Purpose, and Term

**1.1. Name:** The name of the group facilitated by the Platform is The 11th Shelf Investment Group ("Group"). The Platform is owned and operated by Waanverse Labs (the "Administrator").

**1.2. Purpose:** To provide a platform for Members to pool capital for investment in a diversified portfolio in accordance with the Investment Mandate, for the mutual long-term financial benefit of its Members.

**1.3. Term:** This Agreement shall commence on the Effective Date and shall continue until the Group is dissolved in accordance with Article 13 (Dissolution).

## Article 2: Membership

**2.1. Eligibility:** Any individual who completes the digital onboarding process on the Platform and agrees to this Agreement and the Investment Mandate shall be recognized as a Member.

**2.2. Admission:** Membership is granted upon successful completion of all onboarding requirements, including identity verification and initial capital contribution.

**2.3. Voluntary Withdrawal:** Any Member may request to withdraw from the Group at any time via the Platform. The withdrawal will be processed in accordance with Article 6.

**2.4. Involuntary Withdrawal (Termination):** The Administrator reserves the right to terminate a Member's account for a material breach of this Agreement or the Mandate, illegal activity, or conduct that harms the platform's integrity. The expelled Member's capital shall be returned in accordance with Article 6.

**2.5. Confidentiality:** Members agree not to publicly disseminate specific, non-public details of the Group's portfolio holdings.

## Article 3: Capital Contributions

**3.1. Initial Contribution:** Each Member must make an initial capital contribution to activate their account. The minimum amount will be specified on the Platform.

**3.2. Ongoing Contributions:** Members are encouraged to make regular contributions to benefit from long-term investing.

**3.3. Method:** All capital contributions and withdrawals must be processed exclusively through the Group's designated secure digital platform.

## Article 4: The Platform Administrator

**4.1. Role of Administrator:** Waanverse Labs acts as the Administrator, responsible for managing the Platform, enforcing this Agreement and the Mandate, and appointing the Custodian.

**4.2. Right to Enforce Terms:** The Administrator has the sole authority to enforce this Agreement, including the right to suspend or terminate a Member's account for violations.

**4.3. Limitation of Liability:** The Administrator and its officers shall not be liable for investment losses arising from market performance but only for losses resulting directly from their own gross negligence, fraud, or willful misconduct.

## Article 5: Investment Mandate

**5.1. Binding Document:** The Investment Mandate, as made available on the Platform, is hereby incorporated by reference into this Agreement. It defines the binding investment strategy, asset allocation, and risk parameters for all Member funds.

**5.2. Member Acknowledgement:** By accepting this Agreement, you confirm that you have read, understood, and agree to be bound by the terms of the current Investment Mandate. A breach of the Mandate shall be considered a breach of this Agreement.

**5.3. Investment Discretion:** The Custodian, directed by the Administrator, has full discretion to make specific investment decisions that align with the Mandate. There will be no Member vote on individual investment transactions.

## Article 6: Capital Accounts, Valuation, and Withdrawals

**6.1. Capital Accounts:** A separate Capital Account shall be maintained for each Member, tracking all contributions, withdrawals, and allocated profits or losses.

**6.2. Valuation:** The assets of the Group shall be valued daily in accordance with the process outlined in the Mandate. The updated value of each Member's holding shall be reflected on the Member Portal.

**6.3. Withdrawal Process:** A withdrawal request submitted via the Member Portal shall be processed in accordance with the Mandate. The liquidation and settlement process will be completed within three (3) to ten (10) business days under normal market conditions, net of any applicable costs.

## Article 7: Management and Custodian

**7.1. Platform-Based Management:** The Platform will provide all accounting, reporting, and maintenance of Capital Accounts.

**7.2. Custodian:** The Administrator shall appoint a trusted, and where required, licensed entity to act as the Custodian of the Group's assets. The Custodian holds the assets and executes transactions as directed by the Administrator in line with the Mandate.

## Article 8: Fees, Costs, and Expenses

**8.1. Performance Fee:** A Performance Fee of 0.5% is charged on net profits allocated to each Member's Capital Account. This fee is used for the operational costs of the Platform and is not charged on a Member's principal contributions. The fee is calculated and accrued daily and charged to the Member's account quarterly.

**8.2. Operating Expenses:** All third-party operating expenses (e.g., brokerage fees, bank charges) are borne by the Group and are accounted for before allocating profits or losses.

## Article 9: Tax Obligations

**9.1. Individual Responsibility:** Members are solely and exclusively responsible for reporting their investment income and paying any personal income or capital gains taxes due in their jurisdiction.

**9.2. No Tax Advice Provided:** The Administrator does not provide tax advice. All Members are strongly encouraged to consult an independent tax professional.

**9.3. Provision of Information:** The Platform will provide each Member with an annual statement of their account activity to assist with tax preparation.

## Article 10: Legal Status and Regulatory Compliance

**10.1. Status:** The Group operates as a private investment vehicle. By using the Platform, Members confirm they are participating based on their own initiative and are not being publicly solicited.

**10.2. Regulatory Compliance:** The Administrator commits to maintaining compliance with the applicable laws of Uganda, including seeking appropriate licensing if required by changes in regulation or scale of operations.

## Article 11: Dispute Resolution

**11.1. Governing Law:** This Agreement is governed by the laws of the Republic of Uganda.

**11.2. Process:** Any dispute between a Member and the Administrator shall first be addressed to customer support. If unresolved, it will be escalated to mediation in Kampala before any litigation can be pursued.

## Article 12: Succession

**12.1. Nomination of Next of Kin:** Each Member must designate a next-of-kin via the Platform.

**12.2. Succession Upon Death:** Upon legal verification of a Member's death, the full value of their Capital Account will be transferred to their nominated next-of-kin.

**12.3. Verification Process:** Succession is subject to a verification process managed by the Administrator, which may require official documentation (e.g., death certificate, ID of next-of-kin).

## Article 13: Dissolution

**13.1. Dissolution Event:** The Group may be dissolved at the sole discretion of the Administrator, or as required by law.

**13.2. Winding Up:** Upon dissolution, all assets will be liquidated in an orderly manner, debts will be paid, and the remaining proceeds will be distributed to Members based on their final Capital Account balances.

## Article 14: Intellectual Property

**14.1. Ownership:** All software, source code, user interfaces, and content comprising the Platform are the exclusive and proprietary intellectual property of the Administrator, Waanverse Labs.

**14.2. License to Use:** Members are granted a limited, non-transferable, revocable license to access and use the Platform for the sole purpose of managing their investment with the Group, contingent on their adherence to this Agreement.



## Article 15: General Provisions

**15.1. Entire Agreement:** This document, together with the Investment Mandate, constitutes the complete agreement between the Member and the Administrator.

**15.2. Amendment:** The Administrator may amend this Agreement by providing Members with thirty (30) days' notice on the Platform. Continued use of the Platform after this period constitutes acceptance.

**15.3. Notices:** All notices shall be deemed effective if sent via email or through platform notifications.

**15.4. Severability:** If any part of this Agreement is held to be invalid, the rest of the Agreement remains valid and enforceable to the fullest extent permitted by law