

ANGEL CAPITAL ASSOCIATION ACCREDITED PLATFORM MEMBERSHIP CRITERIA & TERMS

ACA welcomes the opportunity to connect with technology platforms made up of exclusively accredited investors ("Accredited Platforms") in support of its mission to fuel the success of angel investment to join ACA through a new & unique membership option. Given the unique structure of accredited investment platforms, the membership structure blends significant value for platform leadership with an option for individual platform members to engage through discounted individual membership.

This opportunity is designed to connect the growing ACA member network with a variety of opportunities for deals and peer exchange. We look forward to working with you. **The annual cost of the accredited platform ACA membership is \$2500.**

Criteria for Accredited Platform Membership

Accredited platforms that qualify for ACA membership can demonstrate that their criteria for investor membership includes accredited investor status and that they deploy formal steps as part of their application and renewal process to certify investor accredited investment status.

Further, accredited platforms applying for membership can show that:

- The objectives of their organization are in concert with those of ACA, namely fostering the startup, growth and success of accredited angel investment.
- The organization is willing to promote ACA membership to individuals and affiliates that are connected to it.

Accredited Platform Membership Terms

All ACA Accredited Platform Members agree to abide by ACA Charter and Operating Procedures, and actively promote the intent and spirit of the Charter. Both documents are available for review – if you would like copies, please contact Marianne Hudson at <u>mhudson@angelcapitalassociation.org</u>.

- 1. All accredited platform members are required to annually re-qualify for membership, including agreement to all accredited platform member qualification requirements.
- 2. The platform has a process to ensure all of its members/participants are accredited investors.
- 3. Accredited platform members and their representatives recognize and respect the confidential nature of ACA member information and agree to maintain such confidentiality.
- 4. The organization will actively promote ACA membership to its accredited investors members / participants.
- 5. Accredited platform members recognize and agree that certain information regarding the organization, but not its individual participants, may be made publicly available in furtherance of ACA's Charter. Accredited platform members will cooperate with ACA in all manners for the promotion of the ACA Charter, including the response to ACA research surveys.
- 6. Accredited Platform Members specifically agree to a "total non-solicitation policy" related to all members, affiliates, sponsors and partners of ACA. Direct, unsolicited contact with ACA members using the contact information obtained from the ACA website, bulk meeting attendance lists or other sources is specifically prohibited. ACA has a "zero tolerance" of this non-solicitation policy and reserves the right to terminate accredited platforms (and all members) for any such offense.
- ACA's Board of Directors will set the annual Accredited Platform Member fee schedule, and ACA Accredited Platform Member will provide a full 12 months of dues and, on the second year, renew at a prorated amount to sync with the regular ACA membership year (July 1 – June 30).

Accredited Platform Membership Termination

ACA Accredited Platform Membership is subject to annual renewal, non-renewal, revocation or termination by the ACA Board of Directors. ACA Accredited Platform Membership may be terminated or revoked at the discretion and determination of ACA Board of Directors, should it be determined that an ACA Accredited Platform Member has become an inactive in the pursuit of objectives in concert with those of ACA or no longer meets ACA membership criteria.

ACA Accredited Platform Membership may also be terminated or revoked should any Accredited Platform Member or representative breach any ACA Accredited Platform Member Term (see above). An Accredited Platform Member will be notified in writing by the Board of Directors of the intent to terminate or revoke membership, and the on-notice said member shall have thirty (30) days in which to submit a written response to the Board of Directors, should the member deem that its actions or inactions do not warrant or qualify for termination or revocation of affiliation. The Board of Directors shall consider, in good faith, such on-notice affiliate's written response within sixty (60) days. The decision of the Board of Directors is final.

Accredited Platform Member Dues

ACA Membership Type	Annual Fee
Accredited Platform	\$2,500

Membership Process

Accredited Platforms interested in membership should submit the following information to ACA:

- Completed accredited platform application, answering all data fields in the document
- Copies of **public literature** about your organization (preferably in electronic form)

The ACA Membership Committee will consider each application based on the membership criteria outlined below for accredited platforms. Membership fees will be billed according to the fee schedule after the application is accepted. Membership is not final until the first year annual dues are received by ACA.



Disclaimer

By submitting an application, this organization organizations acknowledges that ACA is not a venture fund, investment bank, broker/dealer, investment clearinghouse, investment portal nor any other form of investment advisor or otherwise, and is not registered with the Securities and Exchange Commission or any state securities commission. Any investments made involving one or more ACA member organizations, or individuals in one or more member's groups, is done so at the sole risk and responsibility of those making the investment decision and does not in any manner involve or relate to ACA. All members and member organizations will indemnify ACA for any and all actions or proceedings relating in any manner to ACA being named a party in an action or proceeding involving an investment of any kind by a member or individuals comprising the member organization, or entities, representatives or agents of the member organization or individuals comprising the member organization.