



TiE Angels Group Seattle (TAGS)

"Angel Investing Made Simple"

TiE Angels Group Seattle Membership and Code of Conduct Agreement

TiE Angels Group Seattle (TAGS) is a membership group operating under TiE Seattle, Inc. ("TiE") that facilitates the introduction of entrepreneurs to potential investors through meetings, presentations and other mechanisms. TiE Angels Group Seattle consists only of individuals interested in investing their personal funds in privately held companies or ventures typically in an early stage of development. Membership in TiE Angels Group Seattle shall only be available to (i) all qualifying Charter Members (as such term is defined in the Bylaws of TiE) who are in good standing and elect to become members of TiE Angels and (ii) other individuals who are selected to join TiE Angels Group Seattle, in the sole discretion of the TiE Angels Group Seattle Membership Committee, and pay an annual fee of \$500. Membership is a privilege, which is subject to annual renewal, revocation, or termination for a member's failure to conduct himself or herself in a manner consistent with TiE Angels Group Seattle's Membership Agreement and Code of Conduct or the requirements of Charter Membership as set forth in the Bylaws of TiE Angels Group Seattle, if applicable.

Process For Membership Qualification:

1. All new applicants must first complete this Membership Agreement.
2. Applications must be submitted online to TiE Angels Group Seattle at the address noted below.
3. All TiE Charter Members in good standing are eligible for membership provided they are accredited investors and agree to the TiE Angels Group Seattle Membership and Code of Conduct Agreement. Although no membership fee is currently required for TiE Charter Members, TiE Angels Group Seattle reserves the right to charge an annual membership fee for membership in TiE Angels Group Seattle at any time.
4. TiE Angels Group Seattle membership may be terminated or revoked at the discretion and determination of TiE Angels Group Seattle's Membership Committee. The decision of the Membership Committee is final.



Member Information

Full Legal Name: _____

Address: _____

State of Residence: _____

Phone: _____ Fax: _____

Email: _____

Professional Occupation: _____

Years of Investment Experience: _____

Membership in Other Investor Groups: _____

Areas of Interest and Expertise: _____

Willingness to work with/mentor entrepreneurs: Yes/No

To Qualify For Membership, I Agree That:

1. I am an accredited investor as defined under Rule 501(a) of Regulation D of the Securities Act of 1933, as amended, which defines the same as: "Any natural person whose individual net worth or joint net worth with that person's spouse at the time of his or her purchase exceeds \$1,000,000 (excluding the net value of an individual's primary residence)"; OR "Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year."
2. I have such knowledge and experience in financial and business matters to be capable of evaluating the relative merits and risks of any investment.
3. I am knowledgeable of and will comply with all applicable international, federal, state and local laws and regulations.
4. I agree to abide by the terms and rules of TiE Angels Group Seattle's Membership Agreement and Code of Conduct or its updates and amendments.
5. I have received a copy of and agree to abide by the Bylaws of TiE Angels Group Seattle by



approving this Membership Agreement and Code of Conduct.

6. I understand that TiE Angels Group Seattle is not a venture fund, investment bank, broker/dealer, investment clearinghouse, investment portal, or any other form of investment advisor or otherwise, and is not registered with the Securities and Exchange Commission or any state securities commission.

7. I must conduct my own analysis and due diligence to determine the appropriateness of any investment I make in any company to which I am introduced through TiE Angels Group Seattle. As a result, I recognize and agree that neither TiE Angels Group Seattle nor its representatives or agents are responsible or liable in any way for any investment decision I make as a result of being a member of TiE Angels Group Seattle. The choice to use and the manner of utilization of information and knowledge gained through TiE Angels Group Seattle is my individual and personal choice. I understand that representatives or agents may or may not invest.

8. I understand that any purchase of equity or other investment transaction shall be directly with the respective company.

9. I understand that TiE Angels Group Seattle meetings are not an offer to sell or solicitation to buy any security by TiE Angels Group Seattle or any affiliated entity.

10. I agree that non payment of annual membership fees as and when they become due will result in automatic termination of membership in TiE Angels Group Seattle.

11. I am willing to make investments, participate in due diligence, and attend at least 50% of all full membership meetings.

12. I understand that any violation of the Code of Conduct is grounds for immediate termination of my TiE Angels Group Seattle membership.

Membership Code of Conduct

1. I will conduct myself in a professional manner at all times.

2. If I am a Charter Member, I agree to comply with all Charter Membership requirements.

3. I understand and recognize that TiE Angels Group Seattle meetings and communications are focused on investment pursuits and will not solicit another member or any company that has applied for funding to TiE Angels Group Seattle for business.

4. I will disclose to the group any relationship under my direct control I have or may have had with



a presenting company, including any financial gain I or my affiliates may receive from the company or proposed investment in the company.

5. I will use good judgment, adhere to high ethical standards and avoid situations that create an actual or potential conflict of interest. A "conflict of interest" arises when a person's loyalties or actions are divided between the interests of a company and those of another, such as a competitor, supplier or customer, or personal business. A conflict of interest can arise when a member takes actions or has interests that may make it difficult for him or her to objectively and effectively support a company seeking funding. A conflict of interest may also arise when an individual, or a member of his or her family, receives an improper personal benefit as a result of his or her position in, or relationship with, a company. The appearance of a conflict of interest alone can adversely affect TiE Angels Group Seattle and its relations with companies seeking funding.

A conflict of interest may not always be clear; therefore I will consult with a member of the Steering Committee if I have any questions.

6. I agree not to negotiate what are commonly referred to as "side investment opportunities" or "backroom investment opportunities" with any entrepreneur or company under consideration for investment. Any investment that is not fully disclosed to, is detrimental to, or excludes other TiE Angels Group Seattle members would fall into this category.

7. If I come into possession of non-public information about a company, I will safeguard the information from the public and not intentionally or inadvertently communicate it to any person (including family members and friends) unless the person has a need to know the information for legitimate business reasons. I will not disclose confidential or proprietary information obtained as a consequence of my association with TiE Angels Group Seattle to third parties without express authorization from TiE Angels. I will be discreet with respect to confidential information about potential investments as to which I receive information not available to other members of TiE Angels Group Seattle generally and not discuss it in public places. I will respect the privacy of other members and not provide their name to any third party without their permission.

8. I will promptly notify TiE Angels Group Seattle of any change in my contact information or accredited investor status occurring after the date hereof.

Photo Release

I give my permission to have photos and/or video recordings taken of me during TiE Angels Group Seattle or TiE Seattle activities, and I permit TiE Angels Group Seattle and TiE Seattle to use such photos or video recordings solely for purposes of promoting such organizations. I acknowledge that I will not receive compensation of any kind for appearing in such photos or video recordings.



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Disclaimer

TiE Angels Group Seattle is not a venture fund, an investment bank, a broker/dealer, investment clearing-house, or an investment advisor, but rather a forum in which investors may be educated on aspects of investment and business, as well as introduced to companies for possible investment. TiE Angels Group Seattle is not registered with the Securities Exchange Commission or any state securities commission. Each member of TiE Angels Group Seattle is responsible for his or her own investment decisions, and TiE Angels Group Seattle is not recommending any particular company for investment. All investments in entrepreneurial companies involve a high degree of risk, and investors should be able to bear the risk of complete financial loss. The choice to use and manner of utilization of information and knowledge gained through TiE Angels Group Seattle is each member's individual and personal choice. No guidance shall be given, nor shall any person affiliated with TiE Angels Group Seattle (or TiE Angels Group Seattle itself) be responsible for an individual member's use of the information, investment decision, or the results of any investment. Hence, TiE Angels Group Seattle makes no representations or warranties of any kind regarding these companies. Investors must conduct their own due diligence and negotiate the terms of any investment they elect to make. No guidance, advice or representation is made in any way. For tax, compliance, reporting, legal or other requirements members may have, it is highly recommended that members seek appropriate professional help. No representation or warranty is made as to the accuracy or completeness of the information provided by TiE Angels Group Seattle or presenting companies. For purposes of this Disclaimer, "TiE Angels Group Seattle" shall also include TiE.

Read, understood, and agreed to by:

Full Legal Name: _____

Submitting Applicant Signature

Date (month/day/year): _____