**Agreement between the SWAN Impact Network
 and E8 to Share Information**

This letter will serve as an agreement (this "Agreement") between the SWAN Impact Network and the Element 8 Angel Network (dba as E8) which allows either party to act as a “***SOURCE***," which, as used herein, shall include its officers, directors, and managers and, as applicable, its employees and third-party representatives, mentors. consultants, and members), and the other party to act as a "***RECIPIENT,"*** which, as used herein, shall mean either the members of an angel network group and any affiliated person, including, but not limited to employees, mentors and consultants, or an angel investor acting independently and not associated with an angel group) (each, a "Party" and, together, the "Parties" to this Agreement) to share the Deal Memo and Term Sheet in the evaluation of companies which may be interesting to both Parties (a "***Company***"). Under this blanket sharing Agreement, SOURCE will forward its Deal Memo and Term Sheet to RECIPIENT pursuant to this Agreement.

1. “Deal Memo” is a document that identifies observations made by one or more potential investors about a company seeking funding from those investors.
2. Neither SOURCE nor RECIPIENT shall make any representation or warranty regarding the accuracy or completeness of the information being provided to any Party.
3. Neither SOURCE nor RECIPIENT shall bear any obligation or liability to any Party with respect to the information provided pursuant to this Agreement, and each acknowledges that it is not relying on, and has not relied on, the other Party, or any information provided by the other Party, in making any decision regarding any investment in the Company.
4. Each member of the SOURCE and RECIPIENT shall each conduct his/her/its own independent analysis of the information provided and the desirability or appropriateness of an investment in the Company.
5. Neither SOURCE nor RECIPIENT is acting as an agent or broker for the Company or for any other Party and the sharing of information by and among the Parties is not intended as and shall not be deemed an offer to sell or a solicitation of an offer to buy any security.
6. The RECIPIENT promises to hold SOURCE harmless against any damage that may happen to RECIPIENT as a result of SOURCE sharing a SOURCE Deal Memo with a RECIPIENT as part of a syndication activity.
	1. Indemnity. The RECIPIENT agrees to indemnify and hold the SOURCE and any SOURCE person harmless (including against costs and attorneys’ fees) from any claim or demand made by any RECIPIENT due to or arising out of RECIPIENT access to a SOURCE Deal Memo
	2. Release. The RECIPIENT hereby releases any claims RECIPIENT may have against SOURCE and any SOURCE person that are in any way related to the SOURCE Deal Memo, including any representations, recommendations or referrals RECIPIENT may receive as a result of RECIPIENT’s use of the Deal Memo. The RECIPIENT is solely responsible for RECIPIENT’s use of the material provided by SOURCE.
	3. SOURCE Employees and Affiliates. The RECIPIENT understand that SOURCE is not responsible for any of their activities, including statements or other information in any emails or other communications such individuals make in that capacity.
	4. Both parties acknowledge that a Deal Memo is not a recommendation to invest. Neither SOURCE nor the RECIPIENT make investment recommendations (yes or no) on any company that comes before their networks. Each angel must make their own investment decision. The information and analysis found in a Deal Memo is based on the best efforts of those involved while evaluating the company in question. It is incumbent on each potential investor to conduct his/her own assessment based on their own expertise or investment criteria. Angel investments at SOURCE and RECIPIENT are made on an individual basis, and at no time will an investor hold other investors responsible for investment decisions as a result of a Deal Memo.
7. Both SOURCE and RECIPIENT agree that the information being shared is highly confidential and is being made available solely for review in connection with each party's evaluation of the Company. The information shall not be disclosed to any third party not affiliated with the parties to this Agreement and may not be used or reproduced for any other purpose without the prior written consent of both the disclosing party and the Company. RECIPIENT will only share this information with members who have signed a RECIPIENT's confidentiality agreement.
8. SOURCE has invested significant time and energy in compiling the Company’s due diligence and related aspects of the Deal Memo. SOURCE does not charge either an Application Fee or a Funding Expense Fee to any Company applying for funding. Since RECIPIENT is benefiting significantly from SOURCE’S due diligence and Deal Memo, RECIPIENT, by accepting this Agreement, agrees to not charge an Investment / Funding Expense Fee to the Company unless approve in writing, in advance, by SOURCE.
9. By accepting this agreement, RECIPIENT represents that they and/or their members are accredited investors as defined in Rule 501(a) under the Securities Act, a copy of which is available upon request.

**SWAN Impact Network**

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Date

**E8**

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Signature

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