

[date of the confirmation]

BY EMAIL

UK FF Nominees Limited
Level 37, 25 Canada Square
London E14 5LQ
(the "**Future Fund**")

Dear Sirs

Convertible Loan to [platform to insert name of the Company] (the "Company")

1. We refer to a convertible loan agreement proposed to be executed on or around the date hereof between (1) the Company, (2) the Future Fund and (3) [platform to insert names of Other Lenders] (the "**Other Lenders**") (the "**Convertible Loan Agreement**").

2. In this confirmation:

- (a) "**Business Day**" means any day other than a Saturday, Sunday or bank or public holiday in the United Kingdom;
- (b) "**Client Account**" means the account with the following details: [platform to insert details of Client Account]

Account Name	
Bank	
Branch	
Sort Code	
Account Number	

- (c) "**Company Bank Account**" means the bank account of the Company, nominated by the Company prior to the date hereof; and
- (d) "**Completion Trigger**" means the receipt of written confirmation from the Future Fund that it has executed and dated the fully signed Convertible Loan Agreement.

3. We confirm that the following sums are deposited in our Client Account for or on behalf of each of the Other Lenders:

Name of Other Lender	Loan amount
[platform to populate with names of Other Lender]	£[platform to populate amount of each Loan from that Other Lender]

(each, a "**Loan**").

4. We confirm that we have received a written instruction from each of the Other Lenders to the effect that the amount set out opposite their name above is (i) from the date of this confirmation until the time of occurrence of the Completion Trigger, to be held in our Client

Account for and on behalf of each such respective Other Lender; (ii) from the time of occurrence of the Completion Trigger, to be held to the order of the Company and (iii) as soon as reasonably practicable after the time of the occurrence of the Completion Trigger and in any event within one Business Day of the Completion Trigger, to be transferred to the Company Bank Account.

5. We confirm that each of the instructions referred to in paragraph 4 above is stated as being irrevocable until (and is incapable of lapse prior to) a date which is in no case earlier than the date falling one week from the date of this confirmation. We shall notify you as soon as reasonably practicable should any such instruction be revoked or lapse (and have received authority from the relevant Other Lender so to do).
6. We may assume without further enquiry that an email or signature purporting to be from a party is genuine and validly issued by or on behalf of that party.
7. This confirmation and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this confirmation or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of [England and Wales] / [Scotland] / [Northern Ireland].¹

Yours faithfully

[NAME OF LAW FIRM]

¹ Note: Solicitors to insert the governing law of the jurisdiction in which the Company is incorporated.