

Venture Agreement

Terms of supply, payment and data use between LaunchLane Partners Limited (no. 17452137) and the Venture.

VERSION	1.0
EFFECTIVE	14 September 2026
SUPPLIER	LaunchLane Partners Limited (no. 17452137)
REGISTERED OFFICE	James Carter Road, Mildenhall, UK, IP28 7DE
GOVERNING LAW	England & Wales
ONLINE VERSION	https://launchlane.partners/venture-contract
CONTACT	legal@launchlane.uk

This document is executed on behalf of the Supplier and contains a signature block for an authorised signatory of the Venture.

1. Parties and structure

This Venture Agreement (the “Agreement”) is made between LaunchLane Partners Limited, a company registered in England and Wales under company number 17452137, whose registered office is at James Carter Road, Mildenhall, United Kingdom, IP28 7DE (“LaunchLane”, “we”), and the venture, company or individual founder that creates or is invited into a workspace on the platform (the “Venture”, “you”).

It takes effect on the earlier of (a) the date you create a workspace, (b) the date you accept an invitation to a workspace, or (c) the date a signed copy is countersigned. Where documents conflict, the order of precedence is: an executed order form or signed copy of this Agreement, then this Agreement, then the Data Processing Addendum, then the Terms of Service, then all other published policies.

2. Definitions

- “Platform” means the LaunchLane Partners software service at launchlane.partners, including all modules, AI features, exports and administrative tools.
- “Workspace” means the tenant environment holding the Venture's data, members and roles.
- “Venture Data” means all content entered, uploaded, generated or confirmed in the Workspace, including venture context, module content, evidence and decisions.
- “Output” means any draft, recommendation, analysis, score or exported document produced by the Platform, including AI-generated material.
- “Subscription” means the tier of access selected for the Workspace (Starter, Growth or Scale) and its entitlements.
- “Fees” means amounts payable for the Subscription and any paid add-ons under clause 5.

3. What LaunchLane supplies

We grant you a non-exclusive, non-transferable, revocable right for the term of this Agreement to access and use the Platform for the Venture's internal business purposes, for the number of members permitted by the Subscription. The Platform comprises:

- Hosted access to the strategic modules: Positioning, Messaging, Go-To-Market, Channels and PMF Signals.
- AI-assisted drafting and recommendations generated from accumulated Venture Data.
- Persistence of work with version history, confirmation states and an audit trail of AI requests.
- Document exports in Markdown, PDF and Word formats.
- Workspace collaboration with role-based access (owner, admin, editor, viewer).
- Reasonable-endeavours availability, email support, and the security measures published on our Security page.

We may improve, change or withdraw individual features. Where a change materially reduces the core functionality of a paid Subscription we will give at least 30 days' notice, and you may terminate under clause 10.

4. Your obligations

- Provide accurate account and billing information and keep it current.
- Keep credentials secure; you are responsible for the acts and omissions of your members.
- Ensure you have the right to submit all Venture Data, including any third-party or personal data.
- Use the Platform in accordance with the Acceptable Use Policy and all applicable law.

- Review every Output before acting on it and make your own commercial decisions (clause 6).
- Not resell, sublicense, scrape, reverse-engineer, or use the Platform to build a competing service.
- Not submit special category personal data, payment card data, or health or children's data into the Workspace.

5. Fees, payment and taxes

5.1 Current commercial position

The Platform is in early access. Unless an order form or in-product checkout states otherwise, the Subscription is supplied free of charge and no Fees are payable. Free access does not create any entitlement to continued free access.

5.2 Paid subscriptions

- Fees, currency, billing period and entitlements are those shown at the point of purchase or on an order form.
- Subscriptions are billed in advance, monthly or annually, and renew automatically unless cancelled before the renewal date.
- Payment is taken by card through our payment processor on the renewal date. We do not store full card details.
- All amounts are exclusive of VAT and other taxes, which are added where applicable at the prevailing rate.

5.3 Changes to Fees

We may change Fees for future billing periods on at least 30 days' written notice. If you do not accept the change you may cancel before it takes effect; cancellation is your sole remedy.

5.4 Late payment and non-payment

If a payment fails we may retry it and notify you. If a payment remains outstanding 14 days after it is due we may suspend access to the Workspace. Statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 may be applied to overdue sums between businesses.

5.5 Refunds

Fees already paid are non-refundable except (a) where required by law, (b) where we terminate without cause, in which case we refund the unused portion of the current period pro rata, or (c) where we expressly agree otherwise in writing. Consumers in the UK retain their statutory cancellation rights.

6. AI, Outputs and decision responsibility

Outputs are produced by large language models from the Venture Data available at the time of generation. They are probabilistic, may be incomplete or wrong, and any figures, comparators or benchmarks they contain are illustrative rather than measured data. Confidence indicators reflect the model's own assessment and are not calibrated probabilities.

The Platform proposes; a human decides. You are solely responsible for reviewing, verifying and deciding whether to adopt any Output, and for all consequences of doing so. Nothing in the Platform constitutes legal, financial, tax, accounting or investment advice, and no advisory or fiduciary relationship is created by this Agreement.

7. Data use

7.1 Ownership and licence

You own your Venture Data. You grant us a limited licence to host, process, transmit, display and back it up solely to operate, secure and support the Platform for you, and to generate Outputs at your request. Subject to clause 8, as between the parties Outputs generated for your Workspace are yours to use.

7.2 What we do not do

- We do not sell Venture Data.
- We do not use Venture Data to train foundation models, and we instruct our AI providers not to train on it.
- We do not disclose Venture Data to other customers or use it to generate their Outputs.
- We do not use Venture Data for advertising or profiling.

7.3 Aggregated insights

We may create and use aggregated, de-identified statistics about usage of the Platform provided they cannot reasonably be used to identify you, the Venture or any individual.

7.4 Personal data and UK GDPR

Where Venture Data contains personal data, you are the controller and we are the processor, and the Data Processing Addendum applies and forms part of this Agreement. We process personal data only on your documented instructions, apply appropriate technical and organisational measures, impose equivalent obligations on subprocessors, assist with data subject requests, and delete or return personal data on termination. International transfers, where they occur, are made under the UK International Data Transfer Addendum to the EU Standard Contractual Clauses.

7.5 Confidentiality and security

Each party will keep the other's confidential information confidential and use it only for this Agreement. Venture Data is your confidential information. We isolate workspaces with row-level access controls, encrypt data in transit and at rest, and will notify you without undue delay of any personal data breach affecting your Workspace.

7.6 Retention and export

You may export Venture Data at any time from the product. Following termination we retain the Workspace for 30 days so you can export, after which it is deleted, except where longer retention is required by law or for backup cycles that expire within 90 days.

8. Intellectual property

We own all intellectual property in the Platform, including its software, models, prompts, templates, methodology, structure and branding. Nothing in this Agreement transfers any of it to you. Feedback you give us may be used freely and without obligation. You retain all intellectual property in your Venture Data and in the strategy you build.

9. Warranties, disclaimers and liability

9.1 Our warranty

We warrant that we will supply the Platform with reasonable skill and care. Except as expressly stated, the Platform and all Outputs are provided “as is”, and all other warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. We do not warrant uninterrupted or error-free operation, nor any commercial outcome.

9.2 Liability not excluded

Neither party limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else that cannot lawfully be limited.

9.3 Excluded loss

Subject to clause 9.2, we are not liable for loss of profit, revenue, business, anticipated savings, goodwill or opportunity, loss or corruption of data where you have not maintained your own exports, or any indirect or consequential loss, however arising.

9.4 Liability cap

Subject to clause 9.2, our total aggregate liability arising out of or in connection with this Agreement in any 12-month period is limited to the greater of (a) the Fees paid by you for the Platform in the 12 months before the first event giving rise to the claim, and (b) GBP 100. Where the Platform is supplied free of charge, GBP 100 is the cap.

9.5 Your indemnity

You will indemnify us against claims arising from your Venture Data, your use of Outputs, or your breach of clause 4.

10. Term, suspension and termination

- This Agreement runs until terminated. Free Subscriptions may be terminated by either party at any time.
- Paid Subscriptions may be cancelled effective at the end of the current billing period; access continues until then.
- Either party may terminate immediately for material breach not remedied within 14 days of written notice, or on the other's insolvency.
- We may suspend access immediately for non-payment under clause 5.4, security risk, or breach of the Acceptable Use Policy.
- On termination your licence ends, accrued Fees fall due, and clause 7.6 governs your data.
- Clauses 6 to 9 and 11 survive termination.

11. General

- Governing law and jurisdiction: English law; the courts of England and Wales have exclusive jurisdiction.
- Entire agreement: this Agreement and the documents it references are the whole agreement between the parties.
- Variation: we may update this Agreement on 30 days' notice for paid Subscriptions, or by publishing an updated version for free Subscriptions.
- Assignment: you may not assign without our consent; we may assign to a group company or on a business transfer, including on a group reorganisation.
- Third parties: no third party may enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- Force majeure: neither party is liable for failure caused by events beyond its reasonable control.
- Severance and waiver: invalid provisions are severed; a delay in enforcing a right is not a waiver of it.
- Notices: to us at legal@launchlane.uk; to you at the email address on your account.

Execution

Accepting this Agreement in the product — by creating or joining a Workspace — has the same effect as signing it. This page is provided where the Venture requires a signed record. It is executed on behalf of the Supplier below.

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

ENTITY	LaunchLane Partners Limited (no. 17452137)
NAME	Idowu Goodnews Oluwaseyi
ROLE	Founder & Authorised Signatory
DATE	14 September 2026
SIGNATURE	<i>I. G. Oluwaseyi</i>

SIGNED FOR AND ON BEHALF OF THE VENTURE

VENTURE NAME	
NAME	
ROLE	
DATE	
SIGNATURE	

Return a completed copy to legal@launchlane.uk. The version in force is the one published at <https://launchlane.partners/venture-contract>.