



Nature of the D3A Capital and Advisory

D3A Capital and Advisory Limited (**D3A**) is an English Limited Liability Company with a team of senior executives having adopted the title 'Partner'. A full list of those Partners can be found [here](#). Save for two individuals holding shares in D3A (who will adopt the title 'Managing Partners'), Partners are not members, shareholders or directors of D3A, but are party to a contractual relationship with D3A where the Partner and D3A agree to a Partnership Charter (as set out below) and separate agreement (the *Partnership Agreement*), forming a binding agreement among those parties.

Values and Code of Conduct

A copy of D3A's Values can be found [here](#) and its Code of Conduct. By agreeing to join D3A (and by executing this Charter and the Partnership Agreement), Partners agree to abide by the terms of the Values and the Code of Conduct.

Partnership Charter

D3A's Partnership Charter promotes positive and proactive lines of communication, to underpin and achieve high levels of customer satisfaction. The key principles laid out in our Partnership Charter stem from [D3A's Values](#).

As Partners we strive to comply with all the points of the Charter. Where that is not possible, for whatever reason, we commit to open and honest discussions to seek alternative agreements. This Charter does not replace contractual arrangements between Partners and their respective clients. This Charter introduces key principles to achieve the most effective relationship and the best possible results as well as return on investment.

Six Pillars of the D3A Charter

Behaviour: We work together as one team based on knowledge sharing and are dedicated professionals, accountable and trustworthy in our commitment to change.

- Each Partner treats other Partners equally with respect and integrity, in a spirit of partnership and collaboration for mutual benefit.
- Each Partner accepts and agrees that a fundamental principle of the D3A Partnership is a commitment to active engagement in D3A matters. Partners agree to attend and contribute to regular D3A Partner meetings, to respond to their fellow Partners and their clients in a timely manner. They commit to make a positive and selfless contribution to the Partnership, to honour their obligations to their Partners and clients and to keep commitments to working groups.
- All Partners ensure that other Partners are informed promptly when situations or conditions change within the business, especially when those changes could have a material impact upon them.
- Each Partner appreciates that meaningful evaluation of joint projects is essential, and that budget needs to be allocated to this.
- All Partners promote D3A values and strategy in external forums, with clients, contacts, potential clients, and any stakeholder.

Communication: We agree and adopt processes and principles to promote openness and co-operation, based on wisdom and respect.



- Each Partner provides other Partners with clear, frank, and timely feedback on proposals, on-going project recommendations or other materials submitted for approval.
- Each Partner educates other Partners to ensure mutual understanding of the Partnership, the other Partner's products or services, and the joint projects they are collaborating on.
- Each Partner supports the other Partners' external communication about joint activities.
- Partners provide scheduled communications to key internal and external stakeholders to the benefit of the businesses.
- All Partners aim to nurture and grow each Partner's networks to maximise the effectiveness of the Partnership.
- All Partners share their contacts with their fellow Partners and working groups, at all times respecting the originator of a contact and ensuring respectful and good faith dealing with those contacts.
- In the event of a potential conflict of interest between Nurtured Companies™, impacted Partners share details of such conflict with their other Partners in real time and seek to resolve such conflict in good faith and in accordance with applicable laws.

Common Purpose: We define the Partnership's common purpose by setting shared goals and working methods.

- We believe that collaboration fosters a rewarding and mutually respectful relationship supporting all Partners or any individual Partner to deliver business goals.
- By sharing knowledge and facilitating a joint business strategy and goals, we enhance our products and deliver the best services for our clients.
- Our strategic focus remains on the future of the client's businesses, whilst delivering on current activities.

Teamwork: All Partners work actively together in teams that share goals and objectives.

- We agree clear two-way working processes for key programme elements (e.g., sign-off; reporting; progress meetings; reviews) and stick to them.
- We ensure mutually agreed, clearly articulated goals and expectations are agreed at the start of the relationship and are reviewed on an annual basis.
- We commit to connect the quality of each Partner's output directly to the quality of her/his input and organise time for related briefings and updates.
- Our goal is to consistently deliver high results for the client and to share lessons learned from all business areas wherever and whenever relevant.
- We set aside time to meet with our Partners to discuss goals and strategy.
- We form Working Groups to serve Nurtured Companies, led by a lead Partner (typically the introducer of the Nurtured Company™). The expected minimum size of a Working Group shall be three Partners, unless specifically otherwise agreed in a D3A Partners' meeting.

Governance: We define the Partnership's governance model, roles, and responsibilities to ensure timely decision-making.

- Whenever possible we specify 'reasonable' timescales (i.e., ideally weeks not days) for every stage of a joint project, so that Partners are able to conduct insight programmes as necessary, develop an overall strategy and present accurately costed programmes.
- We deliver products and services, on or before agreed deadlines.
- We are transparent in case timescales cannot be met.
- We ensure full transparency in the reporting of budget expenditure and point out potential budget overruns in good time to avoid unpleasant surprises.

Documentation: We generate and use key documents throughout the Partnership and when beneficial.

- Partners take an open and collaborative approach in sharing documents with other Partners and upload key documents to the Partnership IT resource tools on a regular and on-demand basis.
- We acknowledge the importance of working flexibly within our contractual agreement and aim for procedures systems and processes that meet the client's current and future potential needs.
- We provide our shared clients with comprehensive written proposals with clear objectives and success criteria, including broader business objectives and information on other Partnership activity, where available.
- We set budgets with clear parameters including provision for planning, execution, evaluation, and contingencies.
- Each Partner always submits proposals achievable within the other Partner's and client's budget, although if further budget is available, additional options are also offered.

Partner Compensation

Partners are compensated from earnings from client projects. Such earnings can be in the form of fees, proceeds from sale of equity take by the Partnership in client organisations, proceeds from the sale of warrants or options to purchase equity in client organisations.

This scheme enables ad-hoc input or limited specialist input from Partners for specific issues.

Compensation Principles: Multiple Partners per project as determined by the project lead, proceeds of project split between project contributors based on contribution.

Partner Recruitment

Partners agree that the recruitment and retention of talented executives to be D3A Partners is important for the growth and success of D3A.

Partners agree to abide by and participate (where applicable) in the D3A Partner Recruitment Process. In case of interest further details can be obtained in case of interest [here](#).

Agreement

This Charter has been signed by all D3A Partners in addition to the Partnership Agreement. In the event of any discrepancy between this Charter and the Partnership Agreement, the Partnership Agreement shall prevail.