

INTRODUCER  
TERMS  
OF BUSINESS  
AGREEMENT

NAME

---

REFERENCE

---

**West Hill Capital LLP, Becket House, 36 Old Jewry, London EC2R 8DD**

T +44 (0) 20 3440 7555 enquiries@westhillcapital.co.uk westhillcapital.co.uk



# CONTENTS

<b>Introducer Terms Of Business Agreement</b>	<b>Page</b>
• Definitions .....	3
• Category Type .....	5
• Signature .....	6
<b>Introducer Form.....</b>	<b>7</b>
<b>Remuneration .....</b>	<b>8</b>
<b>Signature .....</b>	<b>13</b>



# INTRODUCER TERMS OF BUSINESS AGREEMENT

## **Definitions**

Expressions in these Terms are defined as:

“Agreement” and “Terms” means these terms of business.

“Applicant”: a person, firm, company, unincorporated body or trust referred or introduced to us by you in accordance with these Terms, provided that an Applicant shall not include any person who is at the date of the introduction an existing client of ours (whether for the type of business contemplated by the introduction or referral or otherwise).

“Appointed Representative” means an appointed representative of the Principal within the meaning of section 39 FSMA.

“Data Protection Legislation” means the Data Protection Act 2018, the Privacy and Electronic Communications (EU Directive) Regulations 2003 (or such other Regulation as may supersede these Regulations), and the EU General Data Protection Regulation (GDPR).

“Designated Professional Body” means a professional body designated by the Treasury under section 326 FSMA.

“FCA” means the Financial Conduct Authority and any successor organisation.

“FCA Rules” means the rules, regulations and guidance issued by the FCA, as may be amended from time to time.

“FSMA” means the Financial Services and Markets Act 2000 and any successor legislation.

“Investor” means any person, including but not limited to one or more individuals, bodies corporate, partnerships, firms, associations (whether incorporated or unincorporated), Trustees, Personal Representatives, and any other person or entity recognised by law, that has been accepted and registered as an investor into West Hill Capital LLP opportunities.

“Investor Registration and Terms of Business Agreement” means the agreement entered into between us and the Investor.

“Money Laundering Guidance” means any rules, requirement or guidance relating to the prevention of money laundering activities which may be issued by the FCA, a Designated Professional Body, the Joint Money Laundering Steering Group or the law from time to time.

“Money Laundering Requirements” means the Proceeds of Crime Act 2002; FSMA; the Money Laundering Regulations 2007; the Terrorism Act 2003; and Directive 2005/60/EC of the European Parliament and of the Council on the prevention and use of the financial system for the purpose of money laundering and terrorist financing.

“Principal” means the person authorised by section 31 FSMA who is party to a contract with the Appointed Representative, resulting in the Appointed Representative being an exempt person under section 39 of FSMA.

“Regulated Activities” means one or more of the activities which fall under Part II of Schedule I of FSMA as apply in the context to each party.

“Regulatory Authority” means the FCA, HM Revenue & Customs and such other regulatory authorities or Designated Professional Bodies as have responsibility for regulating you and/or us in the United Kingdom.

“Rules” means the rules prescribed by the FCA from time to time under FSMA.

“Terms of Business Pack” means the package of documentation prepared and sent by us to an Applicant including, but not limited to, the Investor Registration and Terms of Business Agreement, Elective Professional Categorisation and other such forms which regulate the basis on which we act for the Investor.

“We”, “us”, “our”, “ours”, “the firm”, “West Hill” and “West Hill Capital” means West Hill Capital LLP (Registered in England & Wales under company number OC388745.) whose registered office is West Hill Capital LLP, Passer Chevern & Co, 5 Spring Villa Road, Edgware HA8 7EB.

“West Hill Group” means West Hill Capital LLP and West Hill Corporate Finance Ltd.

“You”, “your”, “yours” means the Person or Persons who has or have accepted these Terms of Business. The above definitions are not an exhaustive list of the terms used in these Terms of Business. Where applicable, any term used in these Terms of Business has the meaning given to it by the FCA Rules. FCA rules and regulations are available for inspection at [www.fca.gov.uk](http://www.fca.gov.uk) or during normal business hours at our address.

If there is anything that you do not understand or with which you do not agree, please call us immediately, or alternatively, seek independent advice from an appropriately qualified advisor. Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

These Terms are the Introducer Terms of Business (“Terms”) for use when an applicant is introduced to West Hill Capital LLP, with a view to that applicant becoming an investor into West Hill Capital LLP opportunities.

You are independent of us and are a:  
(please tick the appropriate box)

<b>CATEGORY A FIRM</b>	Yes <input type="checkbox"/>
Accountants. A professional firm subject to the rules of a designated professional body and any regulated activities performed by you are incidental to your provision of professional services under Part XX of FSMA(as defined overleaf), or the equivalent part of any successor legislation; or	

<b>CATEGORY B FIRM</b>	Yes <input type="checkbox"/>
Solicitors. A professional firm subject to the rules of a designated professional body and any regulated activities performed by you are incidental to your provision of professional services under Part XX of the FSMA (as defined overleaf), or the equivalent part of any successor legislation; or	

<b>CATEGORY C FIRM</b>	Yes <input type="checkbox"/>
FCA authorised firms. An authorised person entitled to carry on regulated activities of the kind contemplated herein, who may also be a Principal of a network of Appointed Representatives; or	

<b>CATEGORY D FIRM</b>	Yes <input type="checkbox"/>
Appointed representative of a Category C firm. An exempt person in relation to any regulated activities of the kind contemplated herein for which your Principal has accepted responsibility.	

<b>CATEGORY E FIRM</b>	Yes <input type="checkbox"/>

Please sign and return one copy of these Terms of Business. If you are a Category D Introducer (Appointed Representative), please also arrange for your Principal (Category C) to countersign them. These Terms apply to your Principal as well as to you, and references to “you” should be construed accordingly. Both of you are responsible for ensuring that you and your employees and agents are aware of and comply with these Terms.

Please complete the above details and return by post to West Hill Capital, Becket House, 36 Old Jewry, London EC2R 8DD. Alternatively you can email an electronically signed copy of this letter to enquiries@westhillcapital.co.uk

I/WE HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS OF BUSINESS

NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

*Tick this box to sign the agreement if you are returning it electronically.*



# INTRODUCER FORM

COMPANY DETAILS
COMPANY NAME
COMPANY ADDRESS
POSTCODE
PRINCIPAL CONTACT
TELEPHONE NUMBER
EMAIL ADDRESS
FCA REFERENCE NUMBER

INTRODUCER BANK ACCOUNT DETAILS
NAME(S) OF ACCOUNT HOLDER(S)
ACCOUNT NUMBER
SORT CODE
BUILDING SOCIETY ROLL NUMBER <i>(If Applicable)</i>

## Remuneration

We will allow you commission at a rate of \_\_\_ % of our cash commission for raising the capital in each case unless otherwise advised by us in writing. We reserve the right to amend the rate provided notice is given verbally at the time of the quotation or renewal and in writing subsequently.

If, after we have submitted an application for a Investor, they subsequently withdraw from the funding, you will be liable to reimburse us for the unearned proportion of the commission we have paid you within 30 days unless both parties agree to offset the amount against future commission payments.

We, West Hill Capital LLP, are regulated by the FCA and the opportunities we offer to Investors under our Investor Registration and Terms of Business Agreement are subject to the Rules. The text of these Rules can be accessed from the FCA website at [fshandbook.info/FS/index.jsp](http://fshandbook.info/FS/index.jsp)

These Terms relate to the basis upon which you introduce Applicants to us, with a view to the Applicants becoming investors in West Hill Capital LLP opportunities.

1. We will categorise the Investor in accordance with the Rules.

2.1. For Category A firms (accountants): We are entitled to assume that your licence from a designated professional body remains in effect until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your designated professional body. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the FSMA.

2.2. For Category B firms (solicitors): We are entitled to assume that your firm is able to carry on exempt regulated activities under Part XX of the FSMA until you notify us otherwise. We have no obligation to ensure that you are in compliance with any rule or requirement of your designated professional body. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the FSMA.

2.3. For Category C firms (FCA authorised firms): We are entitled to assume that your authorisation under the FSMA remains in effect until you notify us otherwise. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the FSMA. Where you are acting as Principal in respect of a Category D firm (Appointed Representative) that subsequently ceases to have exempted person status, you are responsible for notifying us in writing.

2.4. For Category D firms (Appointed representatives of FCA authorised firms): We are entitled to assume that your exempted person status under the FSMA remains in effect until you (or your Principal) notify us otherwise. You do not have any obligation to ensure that we are in compliance with any rule or requirement of the FCA or of the FSMA.

3. We shall both at all times act in accordance with the Applicable Regulations and any legislation amending or replacing the same, and maintain our appropriate authorisations under FSMA. We shall

both be entitled to assume that such authorisation remains in place or is unaltered unless otherwise notified in writing by the other.

4. We shall fulfil our responsibilities in respect of the Money Laundering Regulations 2007 and Money Laundering Guidance in respect of Investors, although if appropriate, we may accept third party verifications from you given in accordance with the Applicable Regulations.

5. In order to constitute an introduction in accordance with these Terms, all introductions made by you shall be made with the prior agreement of the Applicant (incorporating their agreement to the use and processing of any personal data, where appropriate) and sent to us in writing or by email at such physical or email address as we may notify to you from time to time. For the lawful processing of any personal data, you shall ensure compliance with all applicable Data Protection Legislation and processing shall be based on consent, legitimate interests or it being necessary for entering into a contract.

6. On receiving an introduction in accordance with these Terms:

6.1. we shall send a Terms of Business Pack to the Applicant for the purpose of obtaining consent to enter into an Investor Agreement;

6.2. we shall promptly, following receipt of a duly completed and signed Investor Registration and Terms of Business Agreement from the relevant Applicant decide whether or not to accept the Applicant as an Investor; and

6.3. if we decide to accept the Applicant as an Investor, we shall confirm to such Applicant that the Applicant has been accepted as an Investor and we shall provide such Investor with information as is ordinarily provided by us.

7. Subject to Applicable Regulations, in the event that we are not prepared to act for an Applicant, we shall notify you (and/or your Principal) within a reasonable period of making such a decision.

8. We shall not release copies of (or permit electronic access to) contract notes, statements and valuations relating to Investor transactions as sent by us to the Investor from time to time unless and until the Investor consents.

9. You shall not be obliged to introduce Applicants to us unless in your view it is appropriate to do so and we shall not be obliged to accept any introductions nor to give reasons for such refusal. Nothing in these Terms shall prevent either of us from rendering any services similar to those contemplated by these Terms to any other person carrying on business similar to or in competition with either of us.

10. Unless the Investor has confirmed to us that you have third party authority over the account, you agree you have no authority or power to issue instructions on behalf of the Investor. Therefore we shall have no regard to, nor place any reliance upon, any instructions issued by you on behalf of the Investor.

11. In making introductions, or at any time thereafter, you shall not act or represent yourself as our agent.

12. We are entitled to assume that in receiving such payments you are and will continue to be in compliance with the Rules, including but not limited to the Rules on adviser charging. We are entitled to assume that you have and will continue to have the appropriate regulatory permissions to be providing the services to the Investor for which the payments are made; you agree to notify us if your regulatory permissions are altered in this regard, or if you cease to act for the Investor or cease to provide the service(s) to the Investor for which the payments are being made. Payments made by us will be made inclusive of any VAT due and any other taxes and charges due. However, we reserve the right to reject Investor instructions.

13. Should, in turn, an Investor seek to introduce a third party to us, you acknowledge and accept that these Terms have no application to any third party arrangement that may be created between us and that third party as a result of the Investor's introduction, and you hereby waive any claim to any commission, fee or any other payment howsoever arising.

14. You shall inform us immediately in the event that an Investor terminates its relationship with you in circumstances such that could affect the performance of our obligations under these Terms or the Investor Registration and Terms of Business Agreement. For the avoidance of doubt, no liability arises to us in respect of the relationship between the Investor and you purely as a result of entering into these Terms.

15. These Terms shall come into effect once we have received a copy of it signed by you (and your Principal if applicable) and shall continue unless terminated

15.1. by either of us giving three months written notice to the other; or

15.2. by either of us immediately upon notice in writing to the other upon any of the following events in relation to the other:

15.2.1. membership of any Regulatory Authority is terminated or suspended or any necessary authorisation, licence or consent from any Regulatory Authority is withdrawn, revoked or lapses for any reason whatsoever; or

15.2.2. a finding by a Regulatory Authority that there has been a breach of any regulatory or other duties in relation to these Terms; or

15.2.3. any step is taken with a view to winding up, bankruptcy or administration; or

15.2.4. an inability to pay debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986; or

15.2.5. any distress, attachment, execution or other legal process is levied or enforced and which is not discharged or stayed within 30 days; or

15.2.6. there has been a material breach of any provision in these Terms; or

15.3. by us immediately on giving notice in writing to you where:

15.3.1. you suffer a change of control, or a change of Principal. For the purposes of this clause, “change of control” means any party owning or ceasing to own (directly or indirectly) not less than 50% of the your shares or voting rights, save as part of a reorganisation of the group of companies of which you are a part; or

15.3.2. an Investor terminates its relationship with you, or you omit to do anything which (in our reasonable opinion) could materially damage or otherwise negatively affect our reputation.

16. Termination of these Terms shall not affect the continuity of the relationship between the Investor and us unless specific notice of termination is received from the Investor or given by us to the Investor in accordance with the relevant Investor Registration and Terms of Business Agreement. In the event that an Investor terminates its Investor Registration and Terms of Business Agreement, nothing shall preclude us from accepting that Investor as a contact when introduced by another party.

17. In the event of termination of these Terms, no further payments shall be made to you in respect of the period after the date of termination, save for any payments already accrued and due to be paid to you for the period prior to the termination date. Where the termination occurs because of an event as outlined in clause 15.2.1 above, we shall be entitled to cease making any payment whatsoever. We shall also cease such payments in the event that we receive an express instruction from an Investor to do so (for example but not limited to situations where you have ceased to act for that Investor, or where the Investor transfers its investment(s) to a third party). You will refund to us any payments made in error, for example but not limited to any payments made after the Investor has instructed us to cease such payments, or where your relationship with the Investor has ceased.

18. These Terms are strictly private and confidential and we both agree to protect the confidentiality of any information that has been acquired or is accessible in consequence of these Terms. For the duration of these Terms or at any time thereafter each of us shall only use such information for the purposes of these Terms and neither shall disclose

18.1. the fact or content of these Terms to any third party without the specific written authority of the other; or

18.2. information of a confidential nature acquired or accessible in consequence of these Terms, except to the Investor or when required or is necessary to do so for any legal reasons or to comply with Applicable Regulations.

19. Neither you nor us will use or make use of the other’s name or any of its trademarks, service marks, logos, designs or other proprietary designations without first obtaining the other’s written consent.

20. Neither you nor us may assign, subcontract, delegate or otherwise dispose of its rights or obligations under these Terms, except that we may do so to any other company in the West Hill group having relevant authorisation under FSMA. 21. No provision of these Terms shall be amended unless made in writing signed by both of us.

21. No provision of these Terms shall be amended unless made in writing signed by both of us. However, if these Terms require amendment to comply with Applicable Regulations then either of us may serve notice on the other specifying in its opinion the amendment required and we will use our best endeavours to agree such amendment. Pending agreement we shall both use reasonable endeavours to comply with such amendment.

22. Notices required under these Terms may be sent by hand, courier or email/electronic transmission to the other party's registered office for the time being. Any such notices shall be deemed received (i) when delivered to the recipient's address if sent by hand or by courier or (ii) when the sender receives an electronic acknowledgement of transmission, if sent by email/electronic transmission.

23. Only you, us and your Principal (if applicable) shall have any rights under or in connection with these Terms.

24. These Terms contain the entire agreement and understanding between us relating to the subject matter of these Terms and supersede all similar prior agreements, understandings or arrangements (both oral and written) regarding it.

25. Each of us acknowledges and agrees that it does not enter into these Terms on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) given or entered into by any person (whether a party to these Terms or not) and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under these Terms. Nothing in this clause shall however operate to limit or exclude any liability for fraud or for breach of the Rules.

26. These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference which may arise hereunder.

27. We and You shall meet our joint and several obligations under Data Protection Legislation in the execution and performance of this Agreement.

Signed on behalf of West Hill Capital by  
David Hollidge / Robert Caie / Mark Hickson

WE AGREE TO THESE TERMS OF BUSINESS

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

*We agree to these terms of business*

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

*We agree to these terms of business*

Please sign and return one copy of these Terms of Business to:

West Hill Capital LLP  
6th Floor  
Becket House  
36 Old Jewry  
London  
EC2R 8DD

WEST HILL  
C A P I T A L

THANK YOU

**West Hill Capital LLP, Becket House, 36 Old Jewry, London EC2R 8DD**  
T +44 (0) 20 3440 7555   enquiries@westhillcapital.co.uk   westhillcapital.co.uk

*West Hill Capital LLP is an Appointed Representative of West Hill Corporate Finance Limited, which is authorised & regulated by the Financial Conduct Authority.  
Registered office: Passer Chevern & Co, 5 Spring Villa Road, Edgware HA8 7EB. Registered in England & Wales No. OC388745. FCA FRN 612467*