

INVESTOR
REGISTRATION
AND TERMS OF
BUSINESS
AGREEMENT

NAME

REFERENCE

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

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TERMS OF BUSINESS AGREEMENT

Definitions

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

“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).

“FCA” means the Financial Conduct Authority.

“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.

“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.

“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 Capital Client” 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 a client of West Hill Capital LLP. Such persons will include corporate finance contacts, to whom West Hill Capital LLP may present investment opportunities, but will provide no other services to these clients. West Hill Capital LLP will act on behalf of investee companies that are clients of the firm and will not act for investors.

“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 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.

Commencement Of Terms Of Business

These Terms of Business set out the terms and conditions on which West Hill Capital LLP will provide you with investment opportunities from time to time. The Agreement constitutes the terms agreed between you and West Hill Capital LLP.

This Agreement is legally binding on you and will apply to any business we may carry on for you on the date that West Hill Capital LLP receives and accepts your correctly completed and signed Client Registration Form or your online application, or, where permitted by the rules of the FCA, on such earlier date as may be agreed between you and West Hill Capital LLP.

This Agreement supersedes all other terms of business, notices sent or other communications about our business.

You acknowledge that you have not relied on or been induced to enter into this Agreement by any representation other than those expressly set out in the Agreement. Subject to the FCA Rules, you may execute the Agreement using an electronic signature, in which case the agreement shall be binding as if it were agreed in writing.

You agree that you will not use our services for any purpose which is unlawful, abusive, libelous or threatening, that you are over 18 and that you have the power to enter into and perform your obligations under this Agreement.

If any term or provision of this Agreement in whole or in part shall be found to be invalid, illegal or unenforceable neither the legality, validity or enforceability of the remaining provisions of these Terms of Business nor the legality, validity or enforceability of such provision shall in any way be affected or impaired.

Nothing in this Agreement (or any of the arrangements contemplated hereby) shall be deemed to create a partnership between the parties.

Financial Conduct Authority

West Hill Capital LLP is an appointed representative of West Hill Corporate Finance Ltd. (Company Registration No. 4529986; Financial Conduct Authority firm reference number 220242), which is authorised and regulated by the Financial Conduct Authority. Registration can be checked on the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. The registered office address of West Hill Capital LLP is Passer Chevern & Co, 5 Spring Villa Road, Edgware HA8 7EB. Registered in England & Wales under company number OC388745.

Money Laundering

We are obliged under English law to take certain safeguards to ensure that our service is not used for criminal purposes. We are therefore obliged to ask you for certain evidence of identity. We are not permitted to provide services until we are satisfied that all such requirements have been complied with and we may at any time withdraw our services with or without giving an explanation if we believe that these services are being or may be used for any illegal purpose.

Jurisdiction

Unless otherwise agreed between us in writing this Agreement is governed by and shall be construed in accordance with English law and you hereby submit to the exclusive jurisdiction of the English courts. Nothing in this Agreement shall, however, exclude or restrict any duty or liability owed by us to you under the Financial Services and Markets Act 2000 or under the UK regulatory system.

Client Registration

To become a West Hill Capital LLP Client you must:

- Complete and submit to us our West Hill Capital LLP Client Registration Form and Notice of Treatment as an Elective Professional Client and subsequently and satisfactorily answer any further questions that we may raise with you to satisfy us that you meet the criteria to become a West Hill Capital LLP Client.
- Warrant to us that all information provided to us by you or on your behalf in respect of your West Hill Capital LLP Client registration shall be complete and accurate.
- Provide the necessary evidence on request and authorise the undertaking of any searches of any databases available to us in order for us to be able to fulfil our obligations under anti-money laundering requirements.
- Notify us on applying to become a client if you reside outside the UK.
- Satisfy any further reasonable requirements that we may from time to time impose on those who register to become a West Hill Capital LLP Client.
- Accept that we are not obliged to accept any client registration, nor will we be obliged to give reasons for refusal.
- Inform us if any information in respect of your West Hill Capital LLP Client registration changes.
- Accept that there may be taxes and costs incurred which are not payable through West Hill Capital LLP.

Client Categorisation

On the basis of the information you have provided in your Client Registration Form and any subsequent correspondence with West Hill Capital LLP, you have been classified as an Elective Professional Client. By agreeing to these Terms you confirm that you wish to be classified as an Elective Professional Client and that you have considered the implications of the loss of these protections. We shall treat you in accordance with such classification for all purposes. This means that on the basis of your experience and understanding of the nature of transactions envisaged and the risks involved you are capable of making your own investment decisions and understanding the risks involved and therefore meet the qualitative tests as set out in the FCA rules. As an Elective Professional Client you will lose the protections applicable exclusively to retail investors under the FCA rules. Certain of the FCA rules will automatically be limited or modified in their application to the investor.

The following protections will not apply to you as an Elective Professional Client:

- West Hill Capital LLP will not be obliged to warn the investor of the nature of any risks involved in any potential investments.
- West Hill Capital LLP will not be obliged to disclose the basis or amount of its charges for any services West Hill Capital LLP provides to you or on your behalf or the amount of any other income that West Hill Capital LLP may receive from third parties in connection with such services.
- West Hill Capital LLP will not be obliged to set out any of the prescribed contents, disclosures or risk warnings needed for retail customers in prospectuses, marketing brochures and other non real-time financial promotions material, nor will West Hill Capital LLP be subject to the restrictions that apply to a retail investor in relation to unsolicited real time communications to investors.
- West Hill Capital LLP will also not be required to comply with the FCA rules relating to restrictions on and the content of direct offer advertisements. The following rules will be limited or modified in their application to you as an Elective Professional Client:
- The majority of the FCA rules in relation to the form and content of financial promotions will not be applicable in respect of any financial promotion communicated or approved by West Hill Capital LLP.
- West Hill Capital LLP will not be required by the FCA to provide you with a periodic statement on the value and composition of your investments.

- If an Investor has a complaint he or she may raise the complaint with West Hill Capital LLP by writing to the address shown in this document and West Hill Capital LLP will endeavour to resolve the complaint speedily and efficiently and will reply to you in writing. But, as an Elective Professional Client the Investor may lose the right to access the financial ombudsman service.

As an Elective Professional Client you are strongly recommended to monitor your exposure to high risk investments relative to your portfolio as a whole. You agree to notify West Hill Capital LLP if your circumstances have changed that might affect your classification as an Elective Professional Client immediately. If you are unclear as to the basis for or consequences of being classified as an Elective Professional Client you should take independent legal advice.

We will ensure that our communications are clear, fair and not misleading, with regard to your classification as a professional client.

Offerings

As a West Hill Capital LLP Client you will have access to investment opportunities in:

- Shares in private companies;
- Bonds and Loan Notes;
- Debentures and Convertible Loan Stock;
- Options and Warrants to subscribe for Shares;
- Regulated and unregulated collective investment schemes, such as unit trusts and limited partnerships, investment funds and related investment vehicles;
- Any other investments or instruments as we may agree from time to time. Subject to the FCA Rules, there are no restrictions on the types of investments or markets (including off market transactions) in relation to which we may provide offers to you. We are not authorised to and will not act for you on a discretionary basis. West Hill Capital LLP reserves the right to withhold investment opportunities from any client and you agree that West Hill Capital LLP shall have no obligation to inform you of the reason. We shall not be obliged to do anything else that we believe would breach any statute law, FCA Rule, Rule or regulation. We will not provide any form of investment advice to you. You should be aware that merely explaining the terms or characteristics of an investment does not itself amount to advice on the merits of the investment. Where we provide information, we shall use reasonable endeavours to ensure such information is accurate, but you acknowledge that information provided by us may be based upon information obtained from third parties and/or which is incomplete and unverified. We shall not be liable for any costs, claims, liabilities, expenses or losses that you may suffer as a result of relying on any such information.

We do not undertake to monitor or review your investments at regular intervals or otherwise and this therefore remains your responsibility.

We do not provide legal, regulatory, tax or accounting advice and you should contact advisers in these fields if you consider it necessary. If we provide notes on the tax implications of any investment, such notes will not constitute specific advice and will be of a generic nature only.

Risk Factors

Investment in private companies carries a high degree of risk. It is highly speculative and there is no recognised market for these shares. Investors in private companies must have no need for liquidity and must be able to withstand a total loss of investment. Past performance is not an indication of future performance and investments may go down as well as up. Investments should only be considered for that portion of your portfolio that is reserved for more speculative investments. We do not make personal recommendations and we do not guarantee that any particular investment will be suitable to your individual situation. You should make the decision to invest in an opportunity wholly in reliance upon your own experience and expertise or, if appropriate, after consultation with your independent financial advisers. In general, investment risks are contained in the offer document.

Communication

You expressly invite us to telephone or visit you to discuss investments (including new investment opportunities). By agreeing to receive unsolicited calls, we will ensure that we do not call you before 8.00 a.m. or after 9.00 p.m. unless we believe that such a call is in your interest. You may indicate to us that in no circumstances should unsolicited calls be made to you outside those times.

You may communicate with West Hill Capital LLP by post or email. All communications between us and you will be to the address or email and to the individual/department name specified at www.westhillcapital.co.uk under "Contact".

Communications between you and us are taken to be received:

- If sent by post: three business days after the date of posting, or five business days if sent to or from a place outside the UK;
- If sent by electronic mail: on the date following dispatch.

Subject to any express written instruction we receive from you to the contrary, we may contact you on any telephone number provided by you, including unlisted numbers.

By entering this Agreement you are accepting the transmission of electronic communications including email and SMS messages from West Hill Capital LLP.

All communications under this Agreement will be in English.

It is your responsibility to keep us up to date with any changes to your email and postal address as well as changes to the telephone numbers or any other contact information you have provided us with. We shall not be liable for any loss that you may suffer where we have not been informed of any change.

We shall always accept your request not to continue a particular discussion.

Confidentiality

Investment opportunities are provided to you on a strictly confidential basis and you agree:

- To keep the information contained in the Investment Proposal secret and confidential.
- To use the information in the Investment Proposal only for the purposes of considering and evaluating the investment opportunity contained within it for your own investment purposes;
- Not to directly or indirectly disclose such information (or allow it to be disclosed) to any person without our prior written permission.
- To take all reasonable steps to ensure that no person gains access to such information unless authorised by us.

Conflicts Of Interest

Under the FCA Rules, we are required to have arrangements in place to manage conflicts of interest between us and our clients and between our different clients. Also, West Hill Capital LLP must ensure that all communications with our clients are fair, clear and not misleading. We operate in accordance with our Conflicts of Interest Policy which sets out the types of actual or potential conflicts of interest which affect our business and provides details of how these are managed. Where we do not believe that we can manage a particular conflict, we will inform you of the nature of the conflict so that you can decide how to proceed. Our full Conflicts of Interest Policy is available upon request to our Compliance Officer.

Charges And Commissions

Where a placing or information memorandum has been prepared, our remuneration will be disclosed in such document. If the investment is being offered with only short form documentation our charges will be separately disclosed to you upon request. You may at any time ask your point of contact to notify you of the fees and commissions we may be receiving on a particular transaction. You agree that we may share our remuneration with our Associated Companies or other third parties, or receive remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements can be made available to you on request.

Client Money And Assets

We are not authorised by the FCA to hold client money or client assets in respect of this business and will therefore not do so.

Complaints Procedure

If you are dissatisfied with the services we have provided under this Agreement, you should in the first instance raise your concerns with our Compliance Officer who will investigate the nature of your complaint and try to resolve it. Our Compliance Officer is at West Hill Corporate Finance Ltd, 85 Gresham Street, London EC2V 7NQ. We will endeavour to resolve your complaint as quickly as possible and will acknowledge receipt of your letter promptly.

Indemnity And Exclusion Of Liability

We shall not be liable for any loss, costs, liability, expenses (together “losses”) suffered by you investing in any opportunity presented by us to you other than losses arising directly as a result of any gross negligence, fraud or wilful default on our part. In no event shall we be liable for special, indirect or consequential damages of any kind, even though we may have been informed about the possibility of such loss. You shall indemnify us and our officers and employees on demand and keep all such persons indemnified against all losses which may be incurred directly or indirectly by reason of or in consequence of acting for you or on your behalf save to the extent that such losses arise directly as a result of our gross negligence, fraud or wilful default.

Force Majeure

We will not be liable to you for the non-performance of any of our obligations under this agreement due to any cause beyond our reasonable control including, without limitation, any delay, breakdown or failure of transmission or communication or computer facilities or systems, strikes or other industrial action or dispute, or the failure of any relevant nominee company, registrar, independent software provider or bank to perform its obligations or to operate efficiently and correctly for any reason.

Except for this clause, no person who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or sue under, any part of it.

Data Protection

Any personal information we gather from you is processed in accordance with GDPR legislation in England and Wales. We need to store and process data about you (including information that you provide to us) in connection with providing services to you. Such storage and processing may be necessary beyond the term of this Agreement for example, for completeness of our records. By entering into this Agreement you give your consent to all necessary storage, processing and transmission in written and electronic format.

Please note that information concerning you and your dealings with us may on occasion be transferred to our associated companies and to investee companies. This may in some instances include low scale personal data being transferred to West Hill Corporate Finance, the registrar and/or receiving agent, nominee of investee companies or to investee companies in which you invest. Any such transfer of data will be for the sole purpose of fulfilling our obligations to you in providing the services offered. By providing us with this information, you consent to any such transfers. If you would like to withdraw this consent at any time, please contact us.

If you are an individual you will have certain legal rights to access data relating to you and to have inaccurate data corrected or erased. Please speak to us if you would like more information about your rights or visit our Privacy Statement at www.westhillcapital.co.uk. We will also use your personal information as necessary to meet our legal and regulatory obligations, including under FCA rules and anti-money laundering requirements. We will not share your information with any third parties for marketing purposes without your prior consent. You have a right to access the personal information that we hold about you. To obtain a copy of this information, you should write to our Compliance Officer at West Hill Corporate Finance Ltd, 85 Gresham Street, London EC2V 7NQ. We reserve the right to charge a fee for the provision of this information.

Use Of Cookies On Our Website

When you visit the West Hill Capital LLP website, 'cookies' will be stored on your computer's hard drive. Cookies are small pieces of information that are stored on your computer's hard drive by your browser, which allow us to store your details and provide features to enhance and improve your visits to the West Hill Capital LLP website. Most browsers allow the cookie function to be turned off.

If you want to know how to do this please look at the help menu on your browser.

Joint Dealing Accounts And Trust Accounts

You accept that in the event an account is held in joint names, then each account holder is jointly and severally liable to West Hill Capital LLP under these Terms of Business. This means that all account holders are separately responsible for keeping to this Agreement. If either of you do not adhere to these Terms of Business, we can take action against either or all of you individually or together. We may assume instructions received from one holder of a joint account or one trustee in a trust account will be given on behalf of and with the knowledge of all holders or trustees

of the account. Any action that we take regarding such instructions will be binding on all of you. Any reference to 'you' shall be deemed to be any one or all such persons as the context shall require.

Death Of Account Holder

Please note that we are unable to accept instructions following the death of an account holder until we are in receipt of a copy of the grant of probate.

Copyright

All information and opinions provided by us are protected by copyright and other intellectual property laws. They may be displayed and printed for your personal non-commercial use only. You agree not to reproduce, transmit or distribute them to anyone (including, but not limited to, bulletin boards, mailing lists or newsgroups) without our prior written consent.

Waiver

Any delay or failure to enforce or insist upon compliance with any part of this Agreement or to exercise any remedy provided herein, the waiver of any term or condition, or the granting of an extension of any time for performance shall not constitute the permanent waiver of any term, condition, or remedy of or under this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect unless and until modified as provided herein. Time shall be of the essence in respect of your obligations under this Agreement.

Amendments

We may amend this Agreement by written notice to you. Any amendment which is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as we may specify in the notice. Any other amendment will only take effect on such date as we will specify being at least ten Business Days after dispatch of the notice.

Termination

There is no minimum term to this Agreement, and West Hill Capital LLP will provide services to you on an ongoing basis until this Agreement is cancelled or terminated. Either party has the right to terminate this Agreement without cause at any time upon the giving of notice in writing. Such termination will be without prejudice to the completion of transactions already initiated. If you wish to terminate this Agreement you should notify West Hill Capital LLP, in writing, of your intention to do so, which will be effective immediately upon receipt by West Hill Capital LLP. Should West Hill Capital LLP wish to terminate this Agreement West Hill Capital LLP will write to you notifying you of West Hill Capital LLP's intention to do so. Termination will not affect any outstanding transactions or any rights or obligations that may already have arisen between us.

INDIVIDUAL INVESTOR REGISTRATION FORM

PERSONAL DETAILS
NAME
DATE OF BIRTH
SPOUSE
MAIN ADDRESS
PREVIOUS ADDRESS <i>(If less than 3 years in main address)</i>
MOBILE PHONE NUMBER
HOME PHONE NUMBER
WORK PHONE NUMBER
EMAIL ADDRESS

EMPLOYMENT
OCCUPATION
INCOME
DO YOU HOLD ANY PROFESSIONAL QUALIFICATIONS? Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>If yes, please specify</i>
ARE YOU CURRENTLY EMPLOYED IN THE FINANCIAL SERVICES SECTOR? Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>If yes, please provide details including your FCA number</i>
HAVE YOU EVER BEEN EMPLOYED IN THE FINANCIAL SERVICES SECTOR? Yes <input type="checkbox"/> No <input type="checkbox"/>

INVESTMENT EXPERIENCE				
LARGE CAP	0 - 3 years <input type="checkbox"/>	3 - 5 years <input type="checkbox"/>	5 - 10 years <input type="checkbox"/>	more than 10 years <input type="checkbox"/>
SMALL CAP	0 - 3 years <input type="checkbox"/>	3 - 5 years <input type="checkbox"/>	5 - 10 years <input type="checkbox"/>	more than 10 years <input type="checkbox"/>
AIM/ UNQUOTED	0 - 3 years <input type="checkbox"/>	3 - 5 years <input type="checkbox"/>	5 - 10 years <input type="checkbox"/>	more than 10 years <input type="checkbox"/>
VCTs/EIS/SEIS ? Yes <input type="checkbox"/> No <input type="checkbox"/>				

ASSETS	Approx. Value
EQUITIES	£
BONDS	£
COMMODITIES	£
FOREIGN EXCHANGE	£
LIQUID SAVINGS	£
ISAs	£
INVESTMENT TRUSTS	£
TRUST FUNDS	£
SIPPs	£
ADDITIONAL PROPERTIES & LAND	£
SHARE IN PARTNERSHIP / BUSINESS ASSETS	£
OTHER	£
TOTAL	£
PRINCIPAL PROPERTY	£

LIABILITIES	Approx. Value
OUTSTANDING MORTGAGES (<i>Principal Property</i>)	£

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.

** If there are two account holders, both need to sign this document.*

In order to comply with the anti-money laundering regulations as set out by the FCA please enclose/attach a copy of your passport or photographic driving licence.

CORPORATE INVESTOR REGISTRATION FORM

MAIN INDIVIDUAL CONTACT DETAILS
NAME
JOB TITLE
PHONE NUMBER
MOBILE NUMBER
EMAIL ADDRESS

COMPANY DETAILS
COMPANY NAME
COMPANY REGISTRATION NO
FCA FIRM REFERENCE NUMBER <i>(If Applicable)</i>
NATURE OF BUSINESS
PARTNERSHIP <input type="checkbox"/> LIMITED COMPANY <input type="checkbox"/> CHARITY <input type="checkbox"/>
PENSION FUND <input type="checkbox"/> FAMILY OFFICE <input type="checkbox"/> OTHER <i>(Please Specify)</i>
WEB ADDRESS
COMPANY REGISTERED ADDRESS
COMPANY POSTAL ADDRESS <i>(If Different)</i>

COMPANY DETAILS *cont...*

NUMBER OF BOARD MEMBERS

CHAIRMAN / CEO

MANAGING DIRECTOR / MANAGING PARTNER

LIST OF AUTHORISED SIGNATORIES

FINANCIAL CIRCUMSTANCESANNUAL TURNOVER £0 - 10 million £10 - 50 million Over £50 million NET WORTH £0 - 10 million £10 - 50 million Over £50 million

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.

In order to comply with the anti-money laundering regulations as set out by the FCA please enclose/attach a copy of the following:

- Certification of Incorporation.
- Memorandum and Articles of Association.
- List of Directors.
- List of any shareholders who own 25% of the equity or more.
- List of Authorised Signatories.
- Copy of passport/photographic driving licence for all authorised signatories.
- Board minutes on company letterhead authorising investment in West Hill Capital LLP introduced investments.

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.
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