INVESTMENTS
WITH **PURPOSE**
FOR **PROFIT**
BY **PEOPLE**
FROM TRIPLE POINT

# Triple Point
# Estate Planning Service

Transferee Agreement and Application Form
April 2025

# FCA Prescribed Risk Warning

## Don’t invest unless you’re prepared to lose all the money you invest. This is a high risk investment.

### Estimated reading time: 2 min

Due to the potential for losses, the Financial Conduct Authority (FCA) considers this investment to be high risk.

### What are the key risks?

**1. You could lose all the money you invest**

- If a business that you invest in through this fund fails, you are likely to lose 100% of the money you invested in that business.

**2. You are unlikely to be protected if something goes wrong**

- Protection from the Financial Services Compensation Scheme (FSCS), in relation to claims against failed regulated firms, does not cover poor investment performance. Try the FSCS investment protection checker at *https://www.fscs.org.uk/check/investment-protection-checker/.*
- Protection from the Financial Ombudsman Service (FOS) does not cover poor investment performance. If you have a complaint against an FCA regulated firm, FOS may be able to consider it. Learn more about FOS protection at *https://www.financial-ombudsman.org.uk/consumers/.*

**3. You won’t get your money back quickly**

- This fund invests in unlisted companies which are not liquid. As a result, our timeframe for returning funds is not guaranteed and, particularly where substantial exits are requested, the process to realise investments could take much longer.

**4. Don’t put all your eggs in one basket**

- Putting all your money into a single business or type of investment for example, is risky. Spreading your money across different investments makes you less dependent on any one to do well. A good rule of thumb is not to invest more than 10% of your money in high-risk investments. *https://www.fca.org.uk/investsmart/5-questions-ask-you-invest*.

**5. The value of your investment can be reduced**

- The percentage of the business that you own will decrease if the business issues more shares. This could mean that the value of your investment reduces, depending on how much the business grows.
- These new shares could have additional rights that your shares don’t have, which could further reduce your chances of getting a return on your investment.

**If you are interested in learning more about how to protect yourself, visit the FCA’s website at** *https://www.fca.org.uk/investsmart*.

# Definitions

**"Alternative Investment Fund Manager" or "AIFM"**
A legal entity or persons whose regular business is managing one or more Alternative Investment Funds (AIF). In the case of TPEPS, this is TPIM.

**"Alternative Investment Fund" or "AIF"**
Any collective investment undertaking, including investment compartments thereof, which raises capital from a number of investors with a view to investing it in accordance with a defined investment policy for the benefit of those investors.

**"Application Form"**
An application form to invest in the Triple Point Estate Planning Service to be completed by the Transferee(s) and their financial adviser on the form set out on pages 5 to 24.

**"Business Relief"**
Inheritance tax relief ascribed to 'relevant business property' as further defined in Part V, section 105 of the Inheritance Tax Act 1984.

**"FCA"**
The Financial Conduct Authority.

**"FCA Rules"**
The applicable rules and regulations of the FCA.

**"Generations Strategy"**
The strategy specified as the Generations Strategy in the Information Memorandum section "Your Choice of Strategy".

**"Information Memorandum"**
The Information Memorandum dated April 2025 (as updated from time to time) giving information relating to the Triple Point Estate Planning Service which should be read in conjunction with and construed as part of the Investor Agreement.

**"Investor(s)"**
The person or, in the case of joint applications, persons applying for TPEPS.

**"Investment"**
The investment in TPEPS transferred to you.

**"Investor Agreement"**
The Investor Agreement contained in part 2 of this Transferee Agreement and Application Form. The use of the word "terms" in this documents refers to the terms of the Investor Agreement.

**"Navigator Strategy"**
The strategy specified as the Navigator Strategy in the Information Memorandum section "Your Choice of Strategy".

**"Net Asset Value"**
The value of an Investor's Portfolio from time to time pursuant to the accounting policies adopted without providing any discount for, inter alia, minority interests.

**"Portfolio"**
Investments made through the Service beneficially owned by an Investor which includes transferees.

**"Qualifying Investment"**
Investments which potentially qualify for Business Relief.

**"Representative"**
An individual who is appointed under power of attorney or as a deputy appointed pursuant to a court order.

**"Strategy"**
Strategy refers to the choice an investor has to allocate their funds either exclusively or blending together two investment mandates; the Generations and Navigator Strategies.

**"Transferee"**
The person making an application to acquire an investment held through the Service.

**"Transferor"**
The person from who the existing investment is to be transferred.

**"TPAL"**
Triple Point Administration LLP receives applications on behalf of TPIM. TPAL is registered in England and Wales under number OC391352 and authorised and regulated by the Financial Conduct Authority number 618187.

**"TPIM"**
Triple Point Investment Management LLP, is the Alternative Investment Fund Manager ("AIFM") for TPEPS. TPIM is registered in England and Wales under number OC321250 and authorised and regulated by the Financial Conduct Authority number 456597.

**"Triple Point Estate Planning Service" or "TPEPS" or the "Service" or the "Fund"**
The Alternative Investment Fund ("AIF") through which TPIM selects, arranges and monitors qualifying investments on behalf of the AIF and its investors within either the Generations or Navigator Strategy as selected.

**"Triple Point LLP"**
Triple Point LLP's principal activity is the provision of business services, to companies invested in through the Service. These activities are not regulated by FCA. Triple Point LLP is registered in England and Wales under number OC310549.

**"Triple Point Group" or "Triple Point"**
Triple Point is the trading name for the Triple Point Group, which includes the following companies and associated entities: Triple Point Investment Management LLP registered in England & Wales no. OC321250, authorised and regulated by the Financial Conduct Authority no. 456597, Triple Point Administration LLP registered in England & Wales no. OC391352 and authorised and regulated by the Financial Conduct Authority no. 618187, and TP Nominees Limited registered in England & Wales no. 07839571, all of 1 King William Street, London, EC4N 7AF, UK.

# Guide to the Application Form for Transferees

## Transferees

Transferees should read the Investor Agreement and complete the application form, signing on page 22. You will receive written confirmation of acceptance of your application.

## Authorised Financial Advisers

Authorised Financial Advisers should complete Section 13, signing on page 23.

## Applications from Representatives including Power of Attorneys

Please complete the Application Form with the details of the Transferee, complete Section 4 and sign in Section 12. They should detail their capacity to sign as follows "[Attorney] [Deputy] further to a [power of attorney][court order] dated [xxx] in respect of [Name of Individual]". Please include a copy of any relevant power of attorney or court order certified in accordance with the instructions on page 23.

Correspondence will be sent to all representatives, unless instructed otherwise.

## Where to send applications

We strongly recommend for security that a digital or scanned copy of the application form is sent as a hard copy is not necessary.

Please email completed digital and scanned application forms to: **applications@triplepoint.co.uk**

If you do wish to send a hard copy of your application form we recommend that this is either:-

**Hand delivered** to Triple Point Client Operations at 1 King William Street, London, EC4N 7AF or

**A courier service** to Triple Point at the above address. An application collection service from Triple Point may be available, please contact us for details.

If you choose to use Royal Mail, you do so at your own risk, and we suggest that this is sent by special delivery only. Please retain any tracking details for future reference.

## If you have any questions

Please call the team on:

**020 7201 8990**

## Important Information

As with any investment, there is no guarantee that the target return will be achieved and investors may get back less than the amount they invested. Past performance is not a guide to future performance and may not be repeated. Tax rules and reliefs are subject to change. In its 2024 Autumn Budget, the government announced changes to Inheritance Tax. Applicants should seek professional tax advice to understand how these changes could affect their IHT planning. Triple Point cannot advise you as to your tax position as tax treatment depends on the individual circumstances of each person.

The availability of business relief depends on the companies in which investment is arranged establishing and maintaining their trading status. The availability of tax reliefs for investors is subject to investors holding Qualifying Investments for at least two years and will also depend on their personal circumstances.

An investment through the Service will not be appropriate for all investors. If you are in any doubt about the content of these terms and/or any action that you should take, you are strongly recommended to seek advice immediately from an independent financial adviser regulated by the FCA who specialises in advising on opportunities of this type.

The information contained in this document and the Information Memorandum do not constitute investment, tax, legal or other advice by the Triple Point Group.

No person has been authorised to give any information, or to make any representation, concerning the services other than the information contained in these terms, the specific Information Memorandum or specific Application Form and, if given or made, such information or representation must not be relied upon.

A more detailed summary of the risks is set out in the Information Memorandum and should be read prior to making an investment or accepting any transfer. We also bring to your attention the extent of our liability in clause 15 (Our Liability).

An electronic copy of the Information Memorandum is available on our website **www.triplepoint.co.uk**. If you have any questions regarding the completion of this form, please contact the Client Services team at **contact@triplepoint.co.uk** or on **020 7201 8990**.

# Part 1: Application Form

**Applicants**
Transferees should complete the relevant sections detailed in Section 2 signing in Section 12.

**Financial Advisers**
Sections 13 should be completed by your financial adviser signing on page 23.

## 1. Transferor Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Date of Birth (DD/MM/YY)

If the existing holding is held jointly, please include the details of the second transferor here:

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Date of Birth (DD/MM/YY)

Alternatively, if the transferor is a trust, please provide the name of the trust below:

### To Transfer

Percentage or number of shares to be transferred from the Navigator Strategy:

Shares or %

Percentage or number of shares to be transferred from the Generations Strategy:

Shares or %

## 2. Type of Transfer

☐ **Transfer to a single person (single transferee).**
Please complete sections 1, 2, 3, 10, 11, 12 and 15.

☐ **Transfer to joint transferees.**
Please complete sections 1, 2, 3, 10, 11, 12 and 15.

☐ **Transfer to a trust.**
Please complete sections 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 and 15.

Please ensure you include a letter of instruction from the existing shareholder requesting a transfer of the shares.

### Transfer to the beneficiary of an estate

If the shares are being transferred to the beneficiary of an estate (often termed a "probate transfer") please ensure that the following items are provided in addition to completing this form:

☐ A letter of instruction requesting the transfer of the shares signed by **ALL** named executors on the grant of probate. This can be a wet ink signature or be electronically signed.

☐ A court sealed grant of probate (if this has not already been provided to Triple Point)

We recognise that it can be an especially difficult time for loved ones, so our Estates and Probate Team is available to talk through any questions beneficiaries and the executors have about the Service or the options available.

The team can be emailed directly at: estatesandprobates@triplepoint.co.uk or reached by calling us on 020 7201 8989.

# 3. Transferee Information

## First Transferee Information

To be complete by single and joint transferees only.
Trustees should complete sections 5 - 9 instead.

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate with both applicants if both applicants have chosen email, or hold the same address. If the applicants have different addresses when post is selected, or only one has chosen email, we will communicate with the first applicant unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

## First Transferee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
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**If you submit tax forms in the United States, please tick the box if you are a US citizen** ☐

## First Transferee Non-Domiciled Investors

In connection with your application to the Service, do you intend to:

Make an application for a Tier 1 (Investor) Visa Yes ☐ No ☐

Make a claim for Business Investment Relief for Non-Domiciled Investors Yes ☐ No ☐

Please note that an investment via the Navigator Strategy is unlikely to qualify for Business Investment Relief.

## First Transferee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

# 3. Transferee Information (Continued)

## Second Transferee Information

To be complete by single and joint transferees only.
Trustees should complete sections 5 - 9 instead.

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate with both applicants if both applicants have chosen email, or hold the same address. If the applicants have different addresses when post is selected, or only one has chosen email, we will communicate with the first applicant unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

## Second Transferee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

If yes, please provide details for all countries in which you are a tax resident.

Please ensure you complete this section

| Country | Tax reference number |
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**If you submit tax forms in the United States, please tick the box if you are a US citizen** ☐

## Second Transferee Non-Domiciled Investors

In connection with your application to the Service, do you intend to:

Make an application for a Tier 1 (Investor) Visa Yes ☐ No ☐

Make a claim for Business Investment Relief for Non-Domiciled Investors Yes ☐ No ☐

Please note that an investment via the Navigator Strategy is unlikely to qualify for Business Investment Relief.

## Second Transferee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 4. Representatives (such as attorneys and court appointed deputies, not financial advisers)

Representatives submitting an application on behalf of the transferee should complete this section.

### Representative 1

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Address

Postcode

Email Address

Nationality

Date of Birth (DD/MM/YY)

Please indicate who should receive correspondence in relation to this application and subsequent investment(s):

Transferee ☐ Representative ☐ Representative and Transferee ☐

### Representative 2 (If applicable)

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Address

Postcode

Email Address

Nationality

Date of Birth (DD/MM/YY)

Please indicate who should receive correspondence in relation to this application and subsequent investment(s):

Investor ☐ Representative ☐ Representative and Transferee ☐

- Please include a copy of the power of attorney or court order. In line with the requirements of the Powers of Attorney Act 1971, copies should be certified on each page by an individual authorised by the FCA, a solicitor, chartered or certified accountant or bank.
- Triple Point will carry out its own verification of Representatives using an electronic anti-money laundering check. If you have any questions, please contact the Client Operations team at applications@triplepoint.co.uk

## 5. Transfers to a Trust

Trust Name

Trust Type e.g. Will Trust

☐ Included trust documentation and proof of registration

## 6. Settlor Details

### First Settlor

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

### Second Settlor

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

## 6. Settlor Details (Continued)

### Third Settlor

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

### Fourth Settlor

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

☐ If the settlor or settlor(s) are deceased, please tick to confirm that you have included a copy of their death certificate

# 7. Trustees

## Lead Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Please ensure you complete this section

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

## Lead Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
|---|---|
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| | |

If you submit tax forms in the United States, please tick the box if you are a US citizen ☐

## Lead Trustee Non-Domiciled Investors

In connection with your application to the Service, do you intend to:

Make an application for a Tier 1 (Investor) Visa Yes ☐ No ☐

Make a claim for Business Investment Relief for Non-Domiciled Investors Yes ☐ No ☐

Please note that an investment via the Navigator Strategy is unlikely to qualify for Business Investment Relief.

## Lead Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 7. Trustees (continued)

### Second Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

### Second Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
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If you submit tax forms in the United States, please tick the box if you are a US citizen ☐

### Second Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 7. Trustees (continued)

### Third Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

### Third Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
|---|---|
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| | |

If you submit tax forms in the United States, please tick the box if you are a US citizen ☐

### Third Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 7. Trustees (continued)

### Fourth Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

### Fourth Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
|---|---|
| | |
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| | |

If you submit tax forms in the United States, please tick the box if you are a US citizen ☐

### Fourth Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

# 7. Trustees (continued)

## Fifth Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

## Fifth Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
|---|---|
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| | |
| | |

**If you submit tax forms in the United States, please tick the box if you are a US citizen** ☐

## Fifth Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 7. Trustees (continued)

### Sixth Trustee Information

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

Email Address

Communications Preference Post ☐ Email ☐

Telephone Number

We will communicate solely with the Lead Trustee unless otherwise agreed in writing.

National Insurance Number

Date of Birth (DD/MM/YY)

Nationality

State your current profession or, if retired, your previous profession

Please ensure you complete this section

Have you, your family member, or close associate ever held a position in public office or have been classified as a politically exposed person? Yes ☐ No ☐

Are you UK resident for tax purposes? If not, please ensure you answer the tax residency questions in full. Yes ☐ No ☐

Have you previously invested with the Triple Point Group? Yes ☐ No ☐

### Sixth Trustee Tax Residency

Are you a tax resident or are you required to complete tax returns in countries other than the UK? Yes ☐ No ☐

Please ensure you complete this section

If yes, please provide details for all countries in which you are a tax resident.

| Country | Tax reference number |
|---|---|
| | |
| | |
| | |

**If you submit tax forms in the United States, please tick the box if you are a US citizen** ☐

### Sixth Trustee Previous Address

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

TPIM, as AIFM, or TPAL, as administrator of the Service, will (if necessary, or required by law or regulation) disclose information to HMRC or other tax authorities in order to satisfy its FATCA and/or CRS obligations. TPIM and/or TPAL shall also undertake any electronic searches necessary for the purpose of verifying your or any other parties associated with this application's identity and/or any personal information supplied.

## 7. Trustees (continued)

### Corporate Trustees

If any trustees are a corporate entity, please provide:

Name of corporate trustee 1

Company Number

Tick to confirm you have included an authorised signatory list for the corporate trustee ☐

Name of corporate trustee 2

Company Number

Tick to confirm you have included an authorised signatory list for the corporate trustee ☐

### Communicating with Trustees

We will communicate solely with the Lead Trustee unless we are instructed otherwise in this application form. If you wish to nominate other trustees to receive communication about this application and the subsequent investment(s), please nominate them here:

## 8. Named Beneficiaries

### First Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

### Second Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

## 8. Named Beneficiaries (continued)

### Third Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

### Fourth Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

## 8. Named Beneficiaries (continued)

### Fifth Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

### Sixth Beneficiary

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ OR Title

Surname

Forename(s) (in full)

Permanent Address

Postcode

National Insurance Number

Date of Birth (DD/MM/YY)

If the beneficiary is under 18 years of age, please tick to confirm you have included proof of identity ☐

Information required for anti-money laundering purposes.

Please complete this section if you have lived at your current address for less than 12 months

Previous Address

Postcode

Date of change

How long did you live at this address? Years Months

## 9. Class of Beneficiary

Where the trust deed(s) specifies a broad class of beneficiaries i.e. my grandchildren please name the class(es) here:

## 10. Investment Amount & Adviser Facilitated Charging (AFC)

**Amount to transfer**

£

(including any adviser charges detailed below)

**Initial Adviser Facilitated Charge (Initial AFC)**

☐ **Option A** You do not require TPIM to facilitate any initial AFC from your investment.

**OR**

☐ **Option B** You would like TPIM to pay the initial AFC as set out below:

**Select either**

**A set fee of** £* **or** %*

of the application amount above.

* including VAT where applicable

**Source of funds**

✓ **Transfer**

**Annual Adviser Facilitated Charge (Annual AFC)**

☐ **Option A** You do not require TPIM to facilitate any annual AFC from your investment.

**OR**

☐ **Option B** You would like TPIM to pay your adviser the annual AFC you have agreed with them by redeeming the appropriate number of shares from your Portfolio.

**The amount you have agreed to pay is:**

% of the Net Asset Value of my investment, including VAT where applicable.

## 11.Regular Exits

**If you wish to make regular exits, please complete this section**

☐ **You would like to make annual capital exits equivalent to**

%

of the prevailing net asset value
(nearest whole percentage)

**You would like this paid:**

☐ **Semi Annually**
(Half of the payment is made in January and half in July)

☐ **Annually**
(Full payment is made in July)

For single applications, funds can only be paid into an account in the investor's personal name or their adviser's client account.

For joint applicants, funds can be paid into a joint account in the name of the investors, their adviser's client account, or one of the joint investor's personal bank accounts.

For trust applications, funds can only be paid into an account in the trust's name (or the financial adviser's client account, solicitor's client account, or accountant's client account).

**Please nominate a bank account where you would like this to be paid:**

| | |
|---|---|
| **Bank / Building Society** | |
| **Account Name** | |
| **Account Number** | |
| **Sort Code** | |

Please note that if this bank or building society account is not a joint account in the name of the Joint Investors, TPIM does not accept any responsibility should a Joint Investor be disadvantaged or not receive payment. Consequently, Joint Investors may wish to take legal advice as to their respective rights and obligations, including considering a joint bank account for the purposes of such distributions.

For trust applications, please note that if this bank or building society account is not in the name of the trust, TPIM does not accept any responsibility should a trustee or beneficiary be disadvantaged or not receive payment. Consequently, trustees may wish to take legal advice as to their respective rights and obligations, including considering a bank account for the purposes of such distributions.

## 12. Transferee(s) Signature

12.1 You acknowledge receipt of the terms contained within this Agreement and the Information Memorandum dated April 2025;

12.2 You confirm that you have read and understood the Agreement, in particular (i) you agree to be bound by the terms and conditions in connection with your application and (ii) you have read and, where applicable, taken advice on, the "Risk Warning and Further Disclosures" set out in clause 18 of the Agreement and accept and agree to those risks and warnings in making your application;

12.3 You request and authorise TPIM to transfer into your name the beneficial ownership of the investment referred to in this Application form and for those Investments to be registered in the name of TP Nominees;

12.4 You confirm that the particulars you have provided in the Application Form are correct;

12.5 You confirm that you are applying on your own behalf and that you have taken professional investment advice, if relevant, from a suitably qualified FCA regulated adviser with regard to the Triple Point Estate Planning Service;

12.6 In the event of an insolvency of any bank with which funds are deposited by TPIM, TPIM shall not be liable to any investor in the event of any restriction on its ability to withdraw such funds from the said bank which are beyond its reasonable control;

12.7 You agree that you will notify TPIM as soon as reasonably possible of any changes to your circumstances which may affect your investments or the application made under this Application Form;

12.8 You confirm that you have agreed with your adviser the charging set out in Section 10;

12.9 You will notify TPIM if you become a US Person, which includes individuals who are citizens of the United States of America and individuals who are tax residents in the United States of America;

12.10 You confirm that you are over 18 years of age, and that you are seeking to benefit from the investment returns and tax planning advantages of making an investment;

12.11 You confirm that this investment will become one element of a wider portfolio of investments and that you are expecting your capital to be committed for a medium to long term time horizon, as outlined in the Information Memorandum; and

12.12 You confirm that all statements, reports or information will be sent by default to the person or persons selected in this application form unless alternative arrangements have been expressly agreed in writing between the transferees and TPIM.

**Signature of First Transferee**

Transferee 1 sign here

**Date** (DD/MM/YY)

**Signature of Second Transferee**

Transferee 2 sign here

**Date** (DD/MM/YY)

**Signature of Third Transferee**

Transferee 3 sign here

**Date** (DD/MM/YY)

**Signature of Fourth Transferee**

Transferee 4 sign here

**Date** (DD/MM/YY)

**Signature of Fifth Transferee**

Transferee 5 sign here

**Date** (DD/MM/YY)

**Signature of Sixth Transferee**

Transferee 6 sign here

**Date** (DD/MM/YY)

## 13. Authorised Advice

**To be completed by your financial adviser.**

By signing this form, I certify that I have undertaken an assessment, which I consider adequate of the Investor's expertise, experience, knowledge, financial circumstances and objectives, and have reached the conclusion that this Service and specifically the strategy or blend of strategies being transferred are suitable for them. I note that is possible to adjust the blend of strategies over time and that this would form part of a separate investment process.

### Firm Details

Firm Name

Firm Address*

Postcode

FCA Company No

Are you a member of a National or a Network?
If so, please provide the name

*This address will be used for all correspondence relating to this application.

### Adviser Details

Name

Individual FCA No

Email

Tel No

Stamp by Authorised Financial Adviser

Signed by Authorised Financial Adviser

Adviser sign here

Date (DD/MM/YY)

### Administrator Details

If you would like an Administrator cc'd into the application confirmation emails, please add them below. We will email both the Adviser and the Administrator.

Name

Email

Tel No

## 14. Money Laundering Regulations

**Triple Point will carry out its own verification of applicants using an electronic anti-money laundering check.**

**For trust applications, this includes all settlor(s), trustees and named beneficiaries (over the age of 18).**

Please contact the Client Operations team at **applications@triplepoint.co.uk** for more information.

We reserve the right to request any further additional information we deem necessary to confirm the identity, address, source of funds and wealth of all parties, and further we reserve the right to decline to act for any person where we consider that the information available is unsuitable or unreliable.

If at any time we have reasonable grounds for suspecting that the funds contributed may represent the proceeds of crime we reserve the right to hold the funds until sufficient information has been supplied to satisfy our anti-money laundering requirements. To the extent that the applicant has been identified as a politically exposed person or an associate of a politically exposed person, we may request additional information. These requirements apply at the time of investment and on an ongoing basis.

### Certifying Documents

Certified copies of original identity documents should be photocopies or scans, with the following certification wording added to each page: "Certified to be a true copy of the original as seen by [Adviser Name on [date].]".

The document must be signed by an appropriate person i.e. an independent professional person who is not a relative of the transferee, for example: a chartered accountant, bank or solicitor, or persons detailed on the FCA's register representing an authorised firm. In addition to the above statement, certified documents must be stamped with the official stamp of the officiating individual, including full name and address.

## 15. Transferee Checklist

### Applicant(s)

**I/We have completed all sections including:**

- ☐ Adviser Facilitated Charging in Section 10.
- ☐ Signed and dated Section 12.

### Trusts

**I/We have completed all sections including:**

- ☐ Certified copies of all trust documents including any deeds of amendment including the addition or removal of trustees
- ☐ Proof of registration of the trust
- ☐ A copy of the death certificate for any deceased settlors or trustees
- ☐ Proof of identity for any named beneficiary under the age of 18. Regulations currently in force dictate that we are able to accept a copy of one of the following items:
  - Birth certificate
  - Passport
  - NHS Medical Card
  - Child benefit documentation
  - Child Tax Credit documentation
  - National Insurance Card (for those aged 16 and over)

### Adviser

**I/We have completed all sections:**

- ☐ Ensure that you have completed and signed Section 13.

## 16. Where to Send Applications

**We strongly recommend for security that a digital or scanned copy of the application form is sent as a hard copy is not necessary.**

Please email completed digital and scanned application forms to:

**applications@triplepoint.co.uk**

If you do wish to send a hard copy of your application form we recommend that this is either:-

**Hand delivered** to Triple Point Client Operations at 1 King William Street, London, EC4N 7AF or

**A courier service** to Triple Point at the above address. An application collection service from Triple Point may be available, please contact us for details.

If you choose to use Royal Mail, you do so at your own risk, and we suggest that this is sent by special delivery only. Please retain any tracking details for future reference.

### If you have any questions

Please call the team on:

**020 7201 8990**

# Part 2: The Investor Agreement

## 1. Agreement

This Agreement together with its definitions, the Application Form and the Information Memorandum (collectively "Agreement") constitutes the contract between you as the person or persons to whom this investment is being transferred ("you", "transferee") and Triple Point Investment Management LLP ("TPIM", "we", "us", "our") appointing us to constitute and manage your investment through the Triple Point Estate Planning Service ("TPEPS" or "the Service"). TPIM is the AIFM for the Service and both of the underlying strategies. All funds will be managed AIFs, all funds will be managed on a collective basis and invested in line with the investment strategies of the AIFs and TPIM will not refer back to the circumstances of individual investors including trustees when making portfolio management decisions.

1.1 By signing the Application Form you confirm and warrant that you have read and understood the Information Memorandum and understand the risks and drawbacks of an investment through the Triple Point Estate Planning Service as outlined in the risk summary section of the Information Memorandum;

1.2 This Agreement and Information Memorandum constitutes the entire agreement between you and us and supersedes all previous agreements, arrangements and undertakings, whether written or oral, in respect of your Investment through the Service. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation (including innocent or negligent misrepresentations), warranty or understanding other than those expressly set out in this Agreement. Each party agrees that its only remedy in respect of those representations, statements, assurances and warranties that are set out in the Agreement will be for breach of contract in accordance with the terms of this Agreement.

## 2. Regulatory Status

2.1 The Triple Point Estate Planning Service is an Alternative Investment Fund for the purposes of the Alternative Investment Fund Managers Directive. TPIM provides the fund management services that involve selecting, arranging and monitoring the investments made through TPEPS. TPIM is authorised and regulated by the Financial Conduct Authority, TPIM's Firm Registration Number being 456597. TPAL which receives applications on behalf of TPIM is also authorised and regulated by the FCA, Firm Registration Number being 618187. Details can be found on the FCA's website at www.fca.org.uk. The address of the FCA is 12 Endeavour Square, London, E20 1JN.

2.2 The registered address for both TPIM and TPAL is 1 King William Street, London, EC4N 7AF.

2.3 You should be aware that investments held through the Service are likely to be classified under FCA Rules as "non-readily realisable". It may not be possible for you to sell your investments at a reasonable price or any price at all.

2.4 It is your responsibility in conjunction with your financial adviser where applicable to keep your financial circumstances, objectives and appetite for risk under review. We shall not be liable for any losses you suffer or incur as a result of your application to the Service (whether or not you have received advice from an authorised financial adviser) and cannot and do not make any representation that the Service is suitable for your needs and requirements. TPIM will arrange investments through the Service into companies that conduct their operations in line with the Navigator Strategy and/or, as appropriate, the Generations Strategy as further detailed in the Information Memorandum. It is your responsibility, and that of your authorised financial adviser where applicable, to ensure that each strategy, as appropriate, continues to meet your investment needs.

## 3. Start Date

3.1 This Agreement will come into force on the date of acceptance of the Application by TPIM and TPAL.

3.2 Under the Money Laundering Regulations 2017, we are required to check the identity of our investors. We may therefore undertake an electronic search for the purposes of verifying your identity. To do so, we may check the details you supply against your particulars on any database (public or other) to which we have access. A record of any searches will be retained by us.

## 4. Cancellation Rights

4.1 When we receive your Application Form, we will write to you notifying you of your right to cancel. If you wish to exercise your right to cancel, you must notify us in writing within 14 days of receipt of such notification by writing to us at our address shown in clause 2.2.

4.2 If you exercise your cancellation rights, we will refund any money paid by you, less any charges we have already incurred for any service undertaken in accordance with the terms of the Agreement. TPIM is obliged to hold your investment monies until we have satisfactorily completed our Anti-Money Laundering checks.

4.3 TPIM will endeavour to return any such money as soon as possible (but in any event, not more than 30 business days following cancellation). You will not be entitled to interest on such money.

4.4 If you do not exercise your right to cancel within this time period, you will still be entitled to exercise your right under clause 16 to terminate this Agreement.

4.5 The right to cancel under the FCA Rules does not give you the right to cancel/terminate/reverse any particular transaction made for you before cancellation takes effect.

## 5. Investor Status

5.1 As required under the FCA Rules, we shall treat the Service as our client when undertaking fund management. In line with this, TPIM will manage all funds on a collective basis in line with the investment strategies selected and not on an individual investor basis. For the purposes of the client money and custody services provided, TPIM have categorised you as a retail client. This categorisation also applies to our communications with you and any other FCA rules driven by your status as the investor in the AIF. This categorisation provides a higher level of protection under the financial services regulatory scheme in the United Kingdom. You have the right to request a different client categorisation and your request will be considered, however we are not bound to accept it. If your request is accepted, it is likely you will lose the protection afforded to you as a retail client under the regulatory regime in the UK.

## 6. Investor Warranties

6.1 You warrant that all information you have provided to us (including the information provided in your Application Form) is true, accurate and complete in all material respects and you have not omitted any information which may be material to the services to be provided to you. We will have no responsibility or liability to you if such information is untrue, inaccurate, or incomplete in any material way. You should notify us in writing as soon as reasonably practicable if any information you have provided needs to be updated or is no longer correct. For joint applications, TPIM will accept instructions from either Investor, save as expressly agreed between Joint Investors and TPIM in writing.

6.2 You acknowledge that the Triple Point Group is not giving and has not given advice, nor are you relying on any representations, warranties or assurances outside those expressly set out in this Agreement and Information Memorandum. You confirm, where appropriate that you have taken advice from a suitably qualified FCA regulated and/or tax adviser and any other legal professionals you deem appropriate.

6.3 On submission of your Application Form, if you are submitting this application through your FCA-regulated adviser, you warrant and represent that we may share with this adviser details of your investment with us unless you advise us to the contrary in writing. You will notify us as soon as reasonably practicable if the person previously notified to us ceases to be your agent.

6.4 It is your responsibility (on the advice of your authorised financial adviser if relevant) to keep your financial circumstances, objectives and appetite for risk under review. We shall not be liable for any losses you suffer or incur as a result of your application to the Service (whether or not you have received advice from an authorised financial adviser) and cannot and do not make any representation that the Service is suitable for your needs and requirements. Through the Service TPIM will arrange one or more investments to meet the Strategy or Strategies you have selected. It is your responsibility, and that of your authorised financial adviser, to ensure that each strategy, as appropriate, continues to meet your investment needs.

6.5 You acknowledge receipt of and understand the Information Memorandum and the risk factors set out therein and acknowledge that neither TPIM or TPAL have provided you with advice about the Service.

## 7. Investment Management Services

7.1 This Agreement covers the provision to you of the Triple Point Estate Planning Service. By entering into this Agreement you grant us the right to manage your investment on a collective basis with that of other Investors, in line with the blend of investment strategies which you have selected. TPIM will not refer back to the circumstances of individual investors when making portfolio decisions.

7.2 Notwithstanding clause 13.4 (d) below (aggregation of transactions), all transactions for the Service will be undertaken in accordance with the overriding principles of best execution under FCA Rules.

7.3 We will acquire on behalf of AIF one or more investments which we reasonably believe to be potentially Qualifying Investments at the time of acquisition (no commitment or guarantee is given that any such investment will remain a Qualifying Investment at all times thereafter). Transactions may be settled through the issue of new shares or by arranging purchase of beneficial rights in existing shares. Subject thereto, there is no restriction on the amount invested in any one investment, or on the proportion in any one investment, or any particular type of investment, or on the markets on which transactions are effected, unless specified in the Information Memorandum. If we sell investments there may be tax consequences of such disposals about which you should speak to your taxation adviser or authorised financial adviser.

7.4 The price per share at which investments will be arranged on behalf of the AIF will be made based on the net asset value per share determined by TPIM and agreed by the board of the company into which investments are arranged. It will take into account any initial charge payable to TPIM. As a result investments may be made on the same day at different prices.

7.5 We are not responsible for the taxation consequences of any transactions and, except for targeting Business Relief qualification, we are not required to take into account any tax consequences for you in the management of your Portfolio. TPIM is obliged to hold your investment funds until we have satisfactorily completed our Anti-Money Laundering checks.

7.6 TPIM is not responsible for advising you on the tax consequences of holding a Portfolio, or in the case of Joint Applicants holding a Portfolio as joint tenants, nor for any other tax related matter.

7.7 We will not be responsible for any disclosures or notifications from time to time required of you by legislation or regulatory bodies.

7.8 For Joint Investors, on the death of the first Joint Investor their interest in the Portfolio passes to the other Joint Investor.

7.9 The investment transferred to you was invested in line with the Strategy selected by the original investor. Should you wish to alter the Strategy at any point you will need to contact Triple Point. In all cases you will be invested in one or more unquoted companies which we reasonably believe to be potentially Qualifying Investments at the time of acquisition. The business strategies agreed with these companies will be made solely in line with the Navigator Strategy or, as appropriate, the Generations Strategy as set out in the Information Memorandum. There is no limit on the proportion of your funds invested in any one company and no constraints on our discretion other than to follow the Strategy (or as relevant Strategies) detailed in the Information Memorandum.

7.10 The focus of the investee companies' business will form a key part of our investment decision and will be in line with the Navigator Strategy, the Generations Strategy, as set out in the Information Memorandum, or a blend of the two as per your initial or updated strategy selection.

7.11 There is no limit on the proportion of your funds invested in any one company and no constraints on our discretion other than to follow the Strategy (or as relevant Strategies) detailed in the Information Memorandum.

7.12 We will monitor your investment allocation and may adjust the investments you hold through the Service where necessary, and in line with your chosen Strategy.

7.13 Investment allocation decisions and ongoing management of your investment will form part of the overall decisions for the fund. When managing investments within the Service, TPIM is doing so on a collective basis for fund investors, in line with the investment strategies, and is not referring back to the circumstances of individual investors.

## 8. Charges

8.1 TPIM will charge you a dealing charge of 1% for executing all investments made into and exits from the companies accessed by the Service based on the amount invested/exited, as outlined in more detail in clause 8.7 ("Dealing Charge"). As you are a transferee (i.e. receiving existing shares), no "new investment" is made on your receipt of the transferred shares. The Initial Charge only applies to additional investments made by you.

8.2 TPIM or another member of the Triple Point Group shall also receive an initial fee of 2% of the amount invested which will be paid by companies into which investment is made for arranging the introduction of new funds to their respective businesses (the "Initial Charge"). This charge arises from new investment and is reflected in the share price and, therefore, the number of shares you receive.

8.3 TPIM or another member of the Triple Point Group shall also receive an annual charge for managing the Service of up to 0.5% per annum of the net assets of the company/ ies held in your portfolio (the "Annual Management Charge"). Subject to clause 8.4 below, the Annual Management Charge will accrue monthly and, for any amount added or exited, will be adjusted on a pro rata basis to the period invested. The Annual Management Charge will, however, be waived if, as they are entitled so to do, TPIM or Triple Point LLP recover by reference to your investments equivalent amounts (whether by way of fees or profit share) from an entity or entities into which your funds are deployed.

8.4 The Annual Management Charge will be subject to your priority return, which applies only to funds that have been invested for a full financial year from 1 April to 31 March ("Financial Year"), calculated after the Corporate Running Costs, as defined in clause 8.6 below, and excluding any Initial or any Dealing Charges ("Priority Return"). For funds invested in the Generations Strategy your Priority Return will be 1.5% p.a. and 4% p.a. for the Navigator Strategy on the amount at the start of a Financial Year.

8.5 We will monitor your Investment and determine the opening and closing value of your investments at the beginning and end of each Financial Year, expressed in each case as an amount per share. In respect of funds invested in a particular

investment strategy for a full Financial Year, the Annual Management Charge is only payable to the extent that such funds invested achieve equal to or more than the applicable Priority Return. In respect of funds invested for only part of Financial Year in a particular investment strategy, the Annual Management Charge is not subject to the Priority Return and the Annual Management Charge is payable in accordance with clause 8.3. For example, if an investor was invested for a full Financial Year in the Navigator Strategy and before deducting the Annual Management Charge the investment had not grown by 4.0%, the Annual Management Charge would be zero. If the investment had grown by 4.2%, the Annual Management Charge would be 0.2%. If the investment had grown by 4.5% or more, the full Annual Management Charge of 0.5% would be payable. As another example, if an investor was invested for 6 months of a Financial Year in the Navigator Strategy and the investment had not grown by 4.0%, the pro rata Annual Management Charge of 0.25% would be payable or waived. If the investment had grown by 4.2%, the Annual Management Charge payable or waived would still be 0.25%. If the investment had grown by 4.5% or more, the Annual Management Charge of 0.25% would be payable or waived.

8.6 Triple Point LLP or another member of the Triple Point Group shall receive a fee of up to 1.9% of net assets for the provision of corporate services to the companies into which investment is arranged ("Corporate Running Costs"). The services to which the Corporate Running Costs relate typically include deal origination, due diligence, underwriting and execution, client relationship management, portfolio monitoring and administration, accounting and secretarial duties. These services exclude exceptional items and third-party fees and costs such as; independent directors, audit fees and legal fees. The Corporate Running Costs in each Financial Year shall accrue monthly. Each year the directors of the companies and Triple Point agree the figure for the Corporate Running Costs which will not exceed 1.9% per annum.

8.7 In relation to the Dealing Charge, for shares purchased before 01 June 2019 and those which were not originally subject to a Dealing Charge on purchase of shares will continue to pay any stamp duty due because of exit transactions in addition to the Dealing Charge. For shares purchased after 01 June 2019 and those that were subject to a Dealing Charge on purchase to the extent that any stamp duty is payable by incoming investors because of the transaction, the amount invested into companies will be reduced and, in such cases, TPIM will reduce its Dealing Charge by a corresponding amount. TPIM will not charge you for investments transferred between the Navigator Strategy and the Generations Strategy (subject to no more than one transfer in any 12-month period) although you will be responsible for the stamp duty costs relating thereto. Other taxes and costs may be incurred on realisation that are not paid via, or imposed by, the Triple Point Group.

8.8 If you pass away within three months of allotment of your shares, we will rebate to you an amount equivalent to the relevant Initial Charge, Annual Management Charge and any applicable Dealing Charge. If you were to pass away after three months of allotment of your shares but before reaching the end of the two-year Business Relief qualification period, we will waive our Dealing Charge on exit. The rebates/waivers referred to in this clause only apply to the original investor and not to any transferee.

8.9 All charges are stated exclusive of VAT, if applicable.

8.10 Should you wish to amend the amount of Annual Adviser Facilitated Charge detailed in Section 6 of the Application Form, including should there be a change in the VAT rate applicable to the charge, TPIM will require written instruction from the Investor to effect this .

8.11 Please refer to the Confirmation of Transfer letter confirming the completion of the transfer to you of the shares within the Service. This letter specifies, amongst other matters, whether or not the shares that have been transferred to you were the subject of a Dealing Charge on allotment and, therefore, whether stamp duty will be payable by you on exit in addition to the Dealing Charge or not.

## 9. Delegation and use of Agents

9.1 We may delegate any of our functions under this Agreement to any third party of our choosing which is competent (and if relevant, appropriately regulated) to perform such functions.

9.2 We will act in good faith and with due diligence in the selection, use and monitoring of third party delegates.

9.3 You agree that we may at our discretion delegate the provision of administration, nominee and safe custody services to any such professional custodian as we shall reasonably see fit. We may from time to time change or amend the terms of the relationship with the custodian, including replacement thereof.

## 10. Settlement and Custody

10.1 TPIM will hold all the investments made through the Service in safe custody on the following basis:

a) title documents to investments in respect of which such documents are issued will be physically held by TPIM;
b) any registrable investment acquired will be registered in the name of TP Nominees Limited (an entity that forms part of the Triple Point Group) ("TP Nominees"); and
c) any documents of title to investments in bearer form will be held by TPIM.

10.2 Please note that investments held by TP Nominees for you may be pooled with other holdings held by TP Nominees. Such investments may not be identifiable by separate certificates, other physical documents of title, or equivalent electronic record and, should TP Nominees default, you will share in any shortfall in proportion to your original share of any relevant investments.

10.3 You shall be entitled, as a matter of right, to require TP Nominees to appoint yourself as its proxy in respect of your shareholding(s) to vote as you may see fit at any meeting of shareholders in a company in which an investment is held for you. Where you are not appointed as TP Nominees' proxy for the purposes of a meeting of the shareholders of a company in which an investment is held for you, TP Nominees may (but is not obliged to) appoint TPIM as its proxy to vote at that meeting.

10.4 Monies received from Investors or received as proceeds from the realisation of investments due to Investors under this agreement will be treated as client money in line with the FCA Rules, as set out in Clause 20. For monies received from Investors, amounts will be treated as client money until the point of investment, or in the case of third-party fees paid on the Investors' behalf, until the point at which they are paid to the third-party. This includes but is not limited to third-party fees such as financial advisor fees and stamp duty owed to HMRC. TPIM will hold all such cash in one or more client money accounts. TPIM may cease to treat your money as "Client Money" after termination of this Agreement if it remains unclaimed for a period of at least six years after we have taken reasonable steps to trace you and return the balance. Please see Clause 20 below for further details.

10.5 TPIM has discretion to exercise (or not to exercise) any conversion, subscription, voting, or other rights relating to investments held for investors through the Service without consulting with you first and by entering into this Agreement you hereby authorise us to act on your behalf and exercise all rights attaching to investments acquired through the Service as we shall deem fit and at our discretion.

10.6 TP Nominees will, as soon as reasonably practicable, claim and account to you for all dividends, interest, and other payments or entitlements received in relation to investments acquired through the Service, but is entitled to deduct or withhold any sum on account of any tax required to be so deducted or withheld and provide you with evidence of such deduction or withholding for your tax records.

# Part 2: The Investor Agreement

10.7 With the exception of the charges referred to in Clause 8 above, neither the Triple Point Group nor any depositary has any right of lien or set off rights against the Investor's interests held by TP Nominees or against client money held by TPIM, either pending investment or following realisation. TPIM is however responsible for managing TP Nominees.

## 11. Interest earned on Deposits

11.1 Interest earned on any deposits (i.e. uninvested cash held by TPIM in its client accounts either prior to investment or as part of an exit) will be retained by TPIM and offset against its costs.

11.2 For avoidance of doubt, TPIM will only hold uninvested cash as long as it is deemed necessary and/or prudent to do so.

## 12. Valuations and Reports

12.1 You will receive a report on your investment every six months based on the last business day of the period to the end of September (half year) and to the end of March (full financial year). Please let us know if you require a report on a quarterly basis. We aim to provide all reports within 30 business days of the end of the period in question. Unless you tell us otherwise, in addition to sending reports and valuations to you, where you have appointed one, we will send the same documents to your authorised financial advisor.

12.2 Statements, reports or information will be sent by default to the first Joint Investor, unless alternative arrangements have been expressly agreed in writing between the Joint Investors and TPIM.

12.3 All investments will be valued at mid-market price at the close of business on the last business day of the half year or, if there is no such price, at the value which is, in our opinion, a reasonable valuation at that date reflecting the accounting policies of the business. Periodic reports will also show income and interest credited to you through the Service, fees charged and transactions made within the period.

12.4 If we give you information on investments or markets such as market trends, investment analysis, or commentary on the business performance of selected companies this should not be viewed as a personal recommendation or advice but for information purposes only.

## 13. Best Execution

13.1 In accordance with FCA Rules, we have implemented an order execution policy and we will take reasonable steps to obtain the best possible result for clients.

13.2 Investments arranged through the Service will generally be in the shares of an unquoted trading company or companies. These may be start-up companies. Such investments will include non-readily realisable investments for which there is a restricted market and it may be difficult to deal in the shares or obtain independent information about their value. It may not be possible to sell the shares at a reasonable price or any price at all.

13.3 An investment through the Service should be viewed as a long term commitment of at least five years. Should you wish to exit from the Service, TPIM will endeavour to make arrangements under which your investments will be realised and the cash proceeds paid to you. TPIM has an obligation to obtain the best outcome for you where possible; however you should be aware of the nature of an investment in unquoted shares and the implications this will have on the price obtained.

13.4 In effecting transactions on your behalf, TPIM will act in your best interests and in accordance with our execution policy as detailed as follows:

a) You agree that, in the course of managing the Service, TPIM may trade outside a regulated market or multilateral trading facility (a multilateral system which brings together multiple buying and selling interests in financial instruments in accordance with non-discretionary rules which results in a contract).
b) Owing to the nature of the investments arranged through the Service, all transactions will be in unquoted shares and therefore by definition will be transacted off-market.
c) We will act in good faith and with due diligence in our choice and use of counterparties.
d) We may aggregate transactions for you with those of other clients and members of the Triple Point Group in accordance with the FCA Rules. It is likely that the effect of such an allocation will not disadvantage you however there may be occasions where this is unavoidable. We will allocate aggregated transactions promptly and fairly in accordance with the requirements of the FCA Rules.

## 14. Conflicts of Interest

14.1 The financial, investment, or other professional activities undertaken by the Triple Point Group, its officers, members, agents and affiliates, company directors and any person by whom they are employed may cause conflicts of interest with the businesses in which investments are arranged.

14.2 In particular, the companies in which investment is arranged may trade with other companies or businesses promoted by TPIM in which TPIM managed funds have invested.

14.3 The Triple Point Group may own, develop, or take stakes in leasing/lending platforms, broker networks or other businesses which form part of, or transact with, companies in which investment is arranged through the Service.

14.4 We take the prevention, identification and management of conflicts of interest seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to, conflicts of interest that pose a material risk of damage to our clients. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to manage those conflicts. A copy of our conflicts policy is available on request from the Triple Point Compliance Officer who can be contacted at contact@triplepoint.co.uk. See the Information Memorandum dated April 2025.

## 15. Our Liability

15.1 We will act in good faith and with due diligence in managing the investments arranged through the Service in accordance with this Agreement. We, including any member of the Triple Point Group, accept responsibility for loss to investments and loss of tax relief on investments only to the extent that such loss is due to our gross negligence, wilful default, or fraud. We and the Triple Point Group shall not be liable for any loss of profits nor for any indirect and/ or consequential loss. Nothing shall limit our liability for death or personal injury nor for fraud or fraudulent representation.

15.2 If TPIM fails to deliver any necessary documents or to account for any investments, TPIM will take reasonable steps on the Investor's behalf to recover such documents or investments or any sums due or compensation in lieu thereof but, subject to our general duty of good faith, shall not be liable for such failure.

15.3 In the event of any failure, interruption, or delay in the performance of our obligations resulting from acts, events or circumstances not reasonably within our control we and the Triple Point Group shall not be liable for any costs, claims, expenses, losses or damages nor for any failure to perform investment transactions.

15.4 Subject to 15.1, we and the Triple Point Group will not be liable for any loss or damage of any direct or indirect nature caused by any changes in legislation.

15.5 Nothing in 15.1 to 15.4 is deemed to limit any liability we may have to you under the FCA rules, the Financial Services and Markets Act 2000 and any other directly applicable provisions of a Directive or Regulation.

15.6 Subject to clauses 15.1 to 15.5, TPIM's and the Triple Point Group Entities' liability under or in connection with this

Agreement to you and other customers who make a claim arising out of the same originating cause or source shall be limited in aggregate for any 12 month period to the sum of our professional indemnity insurance (and in any case not more than £10m). This limit shall apply however that liability arises, including (without limitation) a liability arising by breach of contract, arising by tort (including negligence), by equity or arising by breach of statutory duty.

## 16. Termination

16.1 Save where any such transfer is made to another Joint Investor, this Agreement will terminate when your investment is fully transferred to a third party or when the proceeds of realisation of your Investment less the costs of realisation have been fully returned to you, your Representative or your executor.

16.2 We reserve the right to terminate this Agreement at any time by giving you 30 business days' notice in writing. Where required to do so by applicable law or regulation or where it becomes impossible, impractical or unreasonable for us to continue to manage the Service we may terminate this Agreement immediately in writing.

16.3 We reserve the right to settle outstanding transactions for you at the effective date of termination.

16.4 You should be aware that, where we are required to liquidate your investments within the Portfolio, this may take place over an extended period of time as there may be limited liquidity for your investments.

16.5 Termination will not affect accrued rights, or any contractual provision intended to survive termination.

16.6 On termination, you will be liable to pay (meaning that we may debit from the proceeds of the investments arranged for you): a) all fees and other charges referred to in clause 8 above, accrued and remaining outstanding at the date of termination; and b) any additional expenses necessarily incurred by us in terminating this Agreement.

16.7 On termination, we may retain and/or realise such investments as may be required to settle transactions already initiated and to pay your outstanding liabilities. If there is a dispute as to the payment of fees to us, you may require the disputed amount to be held in an escrow account pending resolution of the dispute.

16.8 You may request termination of this Agreement by written notice sent to Triple Point at 1 King William Street, London, EC4N 7AF. However you should note that as a result any potential entitlement to Business Relief may be lost.

16.9 We will endeavour to liquidate all investments arranged for you within a reasonable period, but given their nature, it may not be possible to liquidate each of the investments in which you have an interest and you will hold us harmless in respect of any delays or failure to liquidate.

## 17. Data Protection and Confidentiality

17.1 We will process any of your personal data received in connection with the Agreement in accordance with the Data Protection Legislation, and in accordance with our privacy notice, which can be found on our website or provided to you upon request. "Data Protection Legislation" means the Data Protection Act 2018 and the UK GDPR (which has the meaning given to it section 3(10) (as supplemented by 205(4)) of the Data Protection Act 2018) as amended or updated from time to time in the UK.

17.2 The information (including personal data) we collect may be used for processing your application, verifying your identity, meeting our legislative obligations managing the Service, administering your account and for service quality, product analysis and market research purposes.

17.3 For the purposes of the Data Protection Act, we will act as data controller (and in some circumstances, the data processor). You consent to us processing and using your personal data provided in connection with the Service.

17.4 You have a number of rights under the Data Protection Legislation in relation to your personal data, as further described in our privacy notice. If you wish to exercise any of these rights, (including the right to receive a copy of the personal data that Triple Point holds about you), you may do so in any format (for example, in writing, by telephone, by email or in person) at:

Compliance Team
Triple Point Group
1 King William Street
London
EC4N 7AF
Email: compliance@triplepoint.co.uk
Telephone: 020 7201 8990
You also have the right to complain to the Information Commissioner's Office (ICO) if you believe we have not handled your personal data in accordance with the Data Protection Legislation.

17.5 Confidential information (including personal data) held about you will only be disclosed to third parties in the following circumstances:

(a) as stated already above or in accordance with recognised exemptions in Data Protection Legislation;
(b) to investigate or prevent fraud, money laundering, tax evasion, terrorism or any other illegal activity;
(c) where required under legislation or regulation, or if requested by any regulatory or competent authority having control or jurisdiction over a Triple Point Group entity;
(d) if it is in the public interest to disclose such information;
(e) to any third party in or outside the UK or the EEA in connection with the management of the Service;
(f) to carry out identity checks;
(g) at the request or with your consent.

## 18. Risk Warning and Further Disclosures

18.1 General

Your attention is drawn to the risk summary set out in the Information Memorandum which sets out and explains a number of the risks involved in investing through TPEPS. The value of investments and the income derived from them may go down as well as up and you may not get back some of or the entire amount invested. Due to the nature of tax reliefs that may be available from your investments, such investments should be held for at least two years.

18.2 Borrowing and lending

We will not borrow money for the account of your investments, nor lend securities or enter into stock lending or similar transactions. In order to generate their returns and to undertake a wide range of opportunities, companies invested in by TPEPS may themselves temporarily borrow funds from external lenders in a manner akin to an overdraft facility. While this has many benefits, such as improving returns by enabling cash balances to be put to work while agreed contracts are pending completion, it could also increase the risk of your investment through the Service falling in value if interest repayments cannot be met.

18.3 Supplement

We cannot require you to add further funds to the Service.

## 19. Complaints Procedure and Compensation

19.1 As an FCA regulated firm, we have a complaints procedure in place which requires us to deal fairly with any complaint we receive. If you have a complaint, you should write to the TPIM Compliance Officer, who will acknowledge receipt of your letter, investigate the circumstances and report back to you.

19.2 If you are unsatisfied with TPIM's handling of your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at: Exchange Tower, Harbour Exchange, London E14 9SR. Further information can be found at www.financial-ombudsman.org.uk.

# Part 2: The Investor Agreement

19.3 There are two types of protection available under the Financial Services Compensation Scheme "FSCS":

1) £85,000 deposit protection which compensates for failure of a UK authorised bank whilst money is held in it. This applies when monies are in Triple Point client accounts when that money is held for its clients and investors in connection with regulated activities such as arranging your investment in the Service. Typically, this includes monies awaiting investment and the return of proceeds from a partial or full exit; and
2) £85,000 investment protection which may provide compensation if you have a claim against an investment firm, such as TPIM, for issues such as misleading advice, poor investment management, or misrepresentation when the firm that gave that service to you has since failed or otherwise can't pay your claim. This investment protection scheme may apply to TPIM's role in managing the Service. If you receive advice on the Service from a financial adviser, you may also have investment protection connected to that advice. Crucially you are not protected by the FSCS if your investments perform poorly or underlying companies become insolvent. This is the investment risk you take. Equally, any business or other non-regulated services that the Triple Point Group provide to investee companies are unlikely to be covered under the FSCS.

Further details of how the FSCS operates and how claims are made and processed can be found at www.fscs.org.uk.

## 20. Client Money

20.1 TPIM manages client money in line with the FCA Rules and guidance. All funds treated as client money (as set out in clause 10.4) are safeguarded in a designated bank account. Funds in this account are segregated from any other TPIM accounts or third party funds. The bank account is held by the Royal Bank of Scotland ("RBS") and has trust status, meaning that in the event of TPIM's insolvency these funds will be payable directly from RBS to clients. TPIM conducts regular reconciliations and is responsible for promptly rectifying any discrepancy even where this is a result of an act or omission of RBS.

20.2 Funds held by RBS are covered by the Financial Services Compensation Scheme. This provides eligible customers with a guarantee of up to a maximum of £85,000 of their total deposits held with RBS under this agreement or elsewhere.

20.3 We reserve the right to deposit client money in a separate segregated account at an alternative bank as appropriate. This account will have trust status and funds will be covered by the Financial Services Compensation Scheme, as set out in Clause 20.2.

## 21. Performance Benchmarks

Given the nature of the Service there is no appropriate formal benchmark available externally against which to measure your investment's performance. However the targeted returns are set out in the Information Memorandum.

## 22. Exits

22.1 Any request for exit of money or investments from the Service (including regular exits and facilitation of ongoing adviser charges where applicable) must be made in writing. Normally we would expect your exit to take place within 20 business days from receipt of written instruction. However, substantial exits may exceed the targeted timelines. Therefore, there is no guarantee that it will always be possible to meet the above target timeframe. We draw your attention to the liquidity risk explained in the risk section of the Information Memorandum dated April 2025, and you should also recognise that any amounts exited may no longer be eligible for IHT relief.

22.2 We may deduct from funds payable to you (or at your direction) any fees, charges or sums due or payable to us or any affiliates or any delegates.

22.3 In exceptional circumstances such as a change in law or practice we may choose to satisfy exit requests (including on termination) wholly or partly by the transfer of investments.

22.4 Sometimes an inheritance tax liability may arise on the value of a deceased investor's estate. It may be necessary for this liability to be settled before probate can be granted and therefore before the personal representatives can formally start administering the estate. In such circumstances, TPIM can arrange for an amount to be exited from the Service and paid direct to HMRC provided a written request (signed by each of the personal representatives) is received along with:

1. A copy of an original or certified copy of the death certificate of the deceased investor;
2. A certified copy of the Will in which the identity of the personal representatives is made clear;
3. Certified copies of the personal representatives' identification (passport or drivers licence) and proof of address;
4. A copy of the submitted IHT computations;
5. A confirmatory statement from the personal representatives that the IHT payment relates to the deceased investor's estate and not to anyone else's estate; and
6. An acknowledgement by the personal representatives that Triple Point can only facilitate payments to HMRC in order to settle an inheritance bill and not for any other reason.

NOTE: In these circumstances we aim to release funds within 20 business days from the date of provision of the request and all the above items, but this timeframe cannot be guaranteed.

## 23. General

23.1 There is no end date for this offer but we may amend the terms of this Agreement or our arrangements with you by sending you written notice. Such changes shall take effect on the date specified in the notice being not less than 10 business days from the date of such notice unless the changes are for legal or regulatory reasons when such changes shall take effect on the date specified in the notice.

23.2 We may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to you. This would not affect the terms of this Agreement. This Agreement is personal to you and you may not assign it.

23.3 You should note that no person is authorised by us to make any representation to you concerning the Service or our management thereof which is not contained in this Agreement and Information Memorandum.

23.4 Save for any member of the Triple Point Group, it is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of the Contracts (Rights of Third Parties) Act 1998, common law or otherwise, by any person who is not a party to this Agreement.

23.5 We may send any communication to you at the physical address and/or email address which you provide to us in the Application Form (or to any physical address and/or email address provided by you to us in writing from time to time) taking account of your preferences. You may communicate with us in English at 1 King William Street, London, EC4N 7AF.

Notice sent by first class post is deemed to have arrived on the second business day after posting. Notice sent by email or hand-delivered is deemed to be delivered immediately (or on the next business day if sent after 5pm on a business day or on a non-business day). Our telephone number is (+44) 020 7201 8990. Our email address is contact@triplepoint.co.uk.

23.6 If any part of the wording of this Agreement shall become or is declared to be illegal, invalid, or unenforceable for any reason, such part or wording shall be deleted and shall be divisible from the rest of the Agreement, which will continue in force.

23.7 This Agreement is governed by English law and you hereby submit to exclusive jurisdiction of the courts of England and Wales.

# Part 2: The Investor Agreement

23.8 TPIM reserves the right to present all cheques and banker's drafts for payment on receipt and to retain surplus application money pending clearance of successful applicants' cheques. It also reserves the right to accept or reject in whole or in part, or to scale down or limit, any application or to seek additional information from an applicant where necessary. If any application is not accepted in full or if any contract created by acceptance does not become unconditional, the application money or, as the case may be, the balance thereof will be returned (without interest) by returning the relevant applicant's cheque or banker's draft or by crossed cheque in favour of the applicant, through the post at the risk of the person entitled thereto. In the meantime, application money will be retained by TPIM in its client account.

23.9 If you die, TPIM and the other members of the Triple Point Group may continue to rely on this Agreement and may communicate with, and disclose information about your investments to, your personal representatives and your financial advisers for the purpose of administering your estate. TPIM may accept instructions from your personal representatives once reasonable evidence of their authority has been received, such as the documents listed in clause 22.4(1) to (3). This clause does not affect ownership of any investment or cash pending grant of probate and is subject to TPIM's rights and obligations under data protection and anti money laundering requirements. For joint investors, clause 7.8 applies.

# Alternative Investment Fund Disclosures

**The Triple Point Estate Planning Service ("the AIF") is classified as an Alternative Investment Fund ("AIF") for the purposes of the Alternative Investment Fund Managers Directive ("AIFMD").**

**AIF Manager:** Triple Point Investment Management LLP ("the AIFM")

Disclosure:
AIFMD art 23(1a); FUND 3.2.3R (1a)
**description of the investment strategy and objectives of the AIF**

The strategy of the AIF is to invest in companies that are reasonably expected to qualify for Business Relief. Investors can choose from two established strategies or select a blend of both. The AIF's two strategies provide access to specialist businesses that primarily arrange funding for both the public sector and private corporates, large and small.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1b)
**If the AIF is a feeder AIF, information on where the master AIF is established**

Not applicable

Disclosure:
AIFMD art 23(1a); FUND art 3.2.2R (1c)
**If the AIF is a fund of funds, information on where the underlying funds are established**

Not applicable.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1d)
**A description of the types of assets in which the AIF may invest**

Shares in companies that the AIFM believes will qualify for Business Relief, in line with the mandate set out in the Information Memorandum.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1e)
**The investment techniques that the AIF, or the AIFM on behalf of the AIF, may employ and all associated risks**

Please refer to the Information Memorandum for details of the investment strategy and for risks.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1f)
**Any applicable investment restrictions**

There are no investment restrictions but the AIF aims to invest only in companies that are reasonably expected to qualify for Business Relief. This is confirmed in the definition of Qualifying Investments in the Investor Agreement.

As noted in clause 7.9 of the Investor Agreement, we will only invest your funds as per your chosen Strategy. In all cases you will be invested in one or more unquoted companies which we reasonably believe to be potentially Qualifying Investments at the time of acquisition. The business strategies agreed with these companies will be made solely in line with the Navigator Strategy or, as appropriate, the Generations Strategy as set in the Information Memorandum.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1g)
**The circumstances in which the AIF may use leverage**

The AIF will not employ leverage. Companies in which the AIF invests may utilise borrowing, as is set out in the Information Memorandum.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1h)
**The types and sources of leverage permitted and the associated risks**

The AIF will not employ leverage. The risk associated with the underlying trading businesses employing leverage are set out in the Information Memorandum.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1i)
**Any restrictions on the use of leverage and any collateral and asset reuse arrangements**

Not applicable.

Disclosure:
AIFMD art 23(1a); FUND 3.2.2R (1j)
**The maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF**

Not applicable.

Disclosure:
AIFMD art 23(1b); FUND 3.2.2R (2)
**A description of the procedures by which the AIF may change its investment strategy or policy, or both**

Clause 23.1 of the Investor Agreement states that the AIFM may amend the terms of the Agreement or their arrangements with you by sending you written notice. Such changes shall take effect on the date specified in the notice being not less than 10 business days from the date of such notice unless the changes are for legal or regulatory reasons when such changes shall take effect on the date specified in the notice. The terms of the agreement would include any changes to the investment strategy or policy.

Disclosure:
AIFMD art 23(1c); FUND art 3.2.2R (3)
**A description of the main legal implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, the applicable law and the existence of absence of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established.**

An Investor Agreement between each investor and the AIFM will govern the management of their investment in the AIF and any legal implications of the contractual relationship entered into. Investor Agreements shall be governed and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as confirmed in clause 23.7 of the Investor Agreement.

Disclosure:
AIFMD art 23(1d); FUND 3.2.2R (4)
**The identity of the AIFM, the AIF's depositary, the auditor and any other service providers and a description of their duties and investors' rights**

**AIFM:** Triple Point Investment Management LLP - responsible for the management of the AIF.

**Depositary**: Indos Financial Ltd – provides depositary services, including cash monitoring and asset verification.

**Receiving Agent & Marketing:** Triple Point Administration LLP – responsible for processing and administration and issuing financial promotions.

**Auditor:** Saffery Champness LLP

Disclosure:
AIFMD art 23(1e); FUND 3.2.2R (5)
**A description of how the AIFM complies with the requirements (professional negligence)**

Relating to professional liability risk.

The AIFM covers the professional liability risks by maintaining additional own funds of 0.01% of the value of the portfolio of AIFs it manages.

Disclosure:
AIFMD art 23(1f); FUND 3.2.2R (6a)
**A description of any AIFM management function delegated by the AIFM**

Not applicable.

# Alternative Investment Fund Disclosures

**Disclosure:**
**AIFMD art 23(1f); FUND 3.2.2R (6b)**
**A description of any safe-keeping function delegated by the depositary**

Not applicable.

**Disclosure:**
**AIFMD art 23(1f); FUND 3.2.2R (6c)**
**A description of the identity of each delegate appointed in accordance with FUND 3.10 (Delegation)**

Not applicable.

**Disclosure:**
**AIFMD art 23(1f); FUND 3.2.2R (6d)**
**A description of any conflicts that may arise from such delegations**

Not applicable.

**Disclosure:**
**AIFMD art 23(1g); FUND 3.2.2R (7)**
**A description of the AIF's valuation procedure and the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets, in line with FUND 3.9 (Valuation)**

Please refer to clauses 12.1 to 12.3 of the Investor Agreement. The Valuation Committee will review the prices of hard to value assets and the basis of the valuation on a periodic basis.

Further details can be found in the AIF Valuation Policy, a copy of which can be requested by contacting the AIFM's Client Services team on 020 7201 8990 or at contact@triplepoint.co.uk.

**Disclosure:**
**AIFMD art 23(1h); FUND 3.2.2R (8)**
**A description of the AIF's liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances and the existing redemption arrangements with investors**

The AIF is closed-ended and investors have no redemption rights during the life of the AIF and is, therefore, not subject to the requirements on liquidity risk management. Please refer to clause 22 of the Investor Agreement for further details of the AIF's exit process.

**Disclosure:**
**AIFMD art 23(1i); FUND 3.2.2R (9)**
**A description of all fees, charges and expenses and the maximum amounts directly or indirectly borne by investors**

Please refer to Investment Fees and Charges Explained in the Information Memorandum.

**Disclosure:**
**AIFMD art 23(1j); FUND 3.2.2R (10)**
**A description of how the AIFM ensures a fair treatment of investors**

All AIF investors are treated fairly in accordance with the AIFM's Treating Customers Fairly policy and FCA Rules. All transactions for the AIF will be undertaken in accordance with the overriding principles of best execution under FCA Rules and will be compliant with the AIFM's Best Execution and Order Allocation Policy.

**Disclosure:**
**AIFMD art 23(1j); FUND 3.2.2R (11a)**
**Whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment**

Not applicable.

**Disclosure:**
**AIFMD art 23(1j); FUND 3.2.2R (11b)**
**Whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of the type of investors that obtain preferential treatment**

Not applicable.

**Disclosure:**
**AIFMD art 23(1j); FUND 3.2.2R (11c)**
**Whenever an investor obtains preferential treatment or the right to obtain preferential treatment, a description of, where relevant, their legal or economic links with the AIF or AIFM**

Not applicable.

**Disclosure:**
**AIFMD art 23(1k); FUND 3.2.2R (14)**
**The latest annual report, in line with FUND 3.3 (Annual report of an AIF)**

The latest Annual Report of the AIF can be located on Triple Point's website www.triplepoint.co.uk.

Notification that the annual report has been published each year will be provided to all investors. In addition, it will be able to be obtained by contacting the AIFM's Client Services team on 020 7201 8990 or at contact@triplepoint.co.uk.

**Disclosure:**
**AIFMD art 23(1l); FUND 3.2.2R (12)**
**The procedure and conditions for the issue and sale of units or shares**

Please refer to the Information Memorandum and clause 22 of the Investor Agreement.

**Disclosure:**
**AIFMD art 23(1m); FUND 3.2.2R (13)**
**The latest net asset value of the AIF or the latest market price of the unit or share of the AIF, in line with FUND 3.9 (Valuation)**

The Annual Report of the AIF can be located on Triple Point's website www.triplepoint.co.uk. In addition, valuation information can be obtained by contacting the AIFM's Client Services team on 020 7201 8990 or at contact@triplepoint.co.uk

**Disclosure:**
**AIFMD art 23(1n); FUND 3.2.2R (15)**
**Where available, the historical performance of the AIF**

The historical performance of the AIF can be obtained by contacting the AIFM's Client Services team on 020 7201 8990 or at contact@triplepoint.co.uk

**Disclosure:**
**AIFMD art 23(1o); FUND 3.2.2R (16a)**
**The identity of the prime brokerage firm**

Not applicable.

**Disclosure:**
**AIFMD art 23(1o); FUND 3.2.2R (16b)**
**A description of any material arrangements of the AIF with its prime brokerage firm and the way any conflicts of interest are managed**

Not applicable.

**Disclosure:**
**AIFMD art 23(1o); FUND 3.2.2R (16c)**
**The provision in the contract with the depositary on the possibility of transfer and reuse of AIF assets**

Not applicable as the depositary may not transfer or reuse the AIF's assets.

**Disclosure:**
**AIFMD art 23(1o); FUND 3.2.2R (16d)**
**Information about any transfer of liability to the prime brokerage firm that may exist**

Not applicable.

**Disclosure:**
**AIFMD art 23(1p); FUND 3.2.2R (17)**
**A description of how and when the information required under FUND 3.2.5 and FUND 3.2.6R will be disclosed**

Any changes to the AIF's leverage, liquidity or risk profiles will be notified to investors as and when required, as detailed in Section 23.1 of the Investor Agreement.

# Notes

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Triple Point

INVESTMENTS
WITH **PURPOSE**
FOR **PROFIT**
BY **PEOPLE**
FROM TRIPLE POINT

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