

Terms & Conditions

1 Interpretation

In these Terms the following definitions will apply:

- 1.1 "Connection Capital" means Connection Capital LLP (Registered in England & Wales No OC349617) whose registered office is at One Eleven, Edmund Street, Birmingham, B3 2HJ;
- 1.2 "Connection Capital Client" means any person, including but not limited to an individual, body corporate, unincorporated association, partnership or trust, that has been accepted and registered as a client of Connection Capital LLP;
- 1.3 "FSA" means the Financial Services Authority;
- 1.4 "Terms" means these terms and conditions; and
- 1.5 "we", "us" or "our" means Connection Capital.

2 Financial Services Authority Authorisation

Connection Capital is an appointed representative of Zeus Private Equity LLP (registered number OC315480; Financial Services Authority firm reference number 441913), which is authorised and regulated by the Financial Services Authority. The registered office address of Zeus Private Equity LLP is 11th Floor, Lowry House, 17 Marble Street, Manchester, M2 3AW.

3 Client Registration

- 3.1 We have classified you as a "professional client", as defined in the FSA Handbook.
- 3.2 To become a Connection Capital Client you must also satisfy all of the following conditions:
 - 3.2.1 you are an individual investor over 18 years of age or a corporate investor, in each case with a minimum amount to invest of £25,000; and
 - 3.2.2 you complete and submit to us our Connection Capital Client registration form ("Client Registration Form") and subsequently and satisfactorily answer any further questions that we may raise with you to satisfy us that you meet the criteria to become a Connection Capital Client; and
 - 3.2.3 you provide the necessary evidence on request and authorise the undertaking of any searches of any databases available to us in order for us to be able to fulfil our obligations under anti-money laundering requirements; and
 - 3.2.4 you satisfy any further reasonable requirements that we may from time to time impose on those who register to become a Connection Capital Client.

3.3 However, even if you satisfactorily meet the requirements set out in Clauses 3.2.1 to 3.2.4, you accept that we are not obliged to accept any client registration, nor will we be obliged to give reasons for such refusal.

3.4 You warrant to us that all information provided to us by you or on your behalf in respect of your Connection Capital Client registration shall be complete and accurate.

4 Client Registration Fees

- 4.1 Connection Capital reserves the right to charge a registration fee. The level of this fee, if payable, will be notified to you before your registration to become a Connection Capital Client is accepted.
- 4.2 Please be aware that there may be other taxes and costs incurred which are not payable through Connection Capital.

5 Our Service

- 5.1 As a Connection Capital Client you will receive access to investment opportunities that have been reviewed by us within the asset classes that we may be offering from time to time. We will notify you by post or email when new investment opportunities are available. However we accept no responsibility if, for whatever reason, you do not receive such notifications.
- 5.2 All investment opportunities will be given to you by way of an investment proposal ("Investment Proposal"). You will be able to request further information about particular opportunities and/or register your interest in them. We will also monitor and report on the progress of your investment(s) from time to time.
- 5.3 If you are not investing in the course of a business and you did not meet one of our representatives prior to becoming a Connection Capital Client you may cancel your registration within 14 days of Connection Capital accepting your registration. Notification of the request to cancel should be delivered by hand, registered post or email to the address given in Clause 12.1.1. The 14 day period will commence on the date that you were notified by post or email that your registration had been accepted by Connection Capital. Upon cancellation we will refund your registration fee in full, if one was paid.

- 5.4 Notwithstanding Clause 5.3, you may cease to be a Connection Capital Client with immediate effect on receipt by us of written notice of termination from you, or by us giving you three months' prior written notice of termination. We will not be obliged to refund registration fees in whole or in part, if any were paid, in the event that your client status is terminated by you otherwise than in accordance with Clause 5.3. We also reserve the right to cancel your client status if you have not invested in any of our investment opportunities notified to you in any consecutive 12 month period from the date of Connection Capital accepting your registration.
- 5.5 Once you cease to be a Connection Capital Client, we will no longer provide the services set out in these Terms, although any of your investments made prior to the date when you cease to be a Connection Capital Client will not be affected.
- 5.6 You shall inform us promptly if at any time information that you have provided to us during the registration process changes. If, in our opinion, you no longer meet the criteria described in Clause 3 above, we shall be entitled to terminate your Connection Capital Client status on written notice with immediate effect.

6 Confidentiality

Investment Proposals in relation to an investment opportunity are only made available to Connection Capital Clients. They are provided to you on a strictly confidential basis and you agree:

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

7 Professional Client

Please note that, on the basis of the information you have provided in your Client Registration Form and any subsequent correspondence with Connection Capital, you have been classified as a professional client, which means that you are considered to have sufficient experience and understanding of our business and the investments and services we offer to be capable of making your own investment decisions and understanding the risks involved. As a professional client, some of the protections that are afforded to retail clients by FSA rules will not be afforded to you. By agreeing to these Terms you confirm that you wish to be classified as a professional client and that you have considered the implications of the loss of these protections. The protections lost or modified are as follows:

7.1 Communications with clients, including financial promotions

The FSA rules on communications with clients are less prescriptive for professional clients than for retail clients. However, we must still ensure that our communications with you are clear, fair and not misleading.

7.2 Distance communications

As a professional client, it is possible that you may not fulfil the definition of a "consumer" in the FSA rules. If this is the case, the requirements relating to distance communications will not apply.

7.3 Information about Connection Capital and its services

The FSA rules on the level of detail, medium and timing of the provision of information to clients about Connection Capital and its services are less prescriptive for professional clients than for retail clients.

7.4 Client agreements

We are required to have a client agreement with you. However, the medium of this agreement and the timeframe in which it must be agreed are more flexible than they would be if you were a retail client.

7.5 Financial Ombudsman Service

The Financial Ombudsman Service might not be available to you as a professional client.

7.6 Reporting information to clients

When providing confirmation that we have completed your investment, we are allowed to take longer to do so than if you were a retail client.

7.7 Suitability

When making a personal recommendation, we are entitled to assume that, in relation to the products, transactions and services for which you are classified as a professional client, you have the necessary level of experience and knowledge to understand the risks involved in the transaction.

We are not required to provide you with a suitability report for any personal recommendations made.

8 Complaints

- 8.1 Any complaints about us or the services provided by us should be referred in writing in the first instance to our Compliance Officer, Tony Dickin at the address shown in Clause 12.1.1.
- 8.2 We are covered by the Financial Services Compensation Scheme (the "Scheme"). If we cannot meet our obligations, you may be entitled to compensation under the Scheme. The Scheme covers investment business up to 100 per cent of the first £30,000 and 90 per cent of the next £20,000 of investment, with a maximum compensation of £48,000 per claimant available.

9 Data Protection

- 9.1 Any personal information we gather from you is processed in accordance with data protection legislation in England and Wales.
- 9.2 Personal information provided by you on your Client Registration Form and in any subsequent correspondence with us in relation to your registration will be used for the purposes of processing your registration. If your registration is successful, your personal information will be used to send you Investment Proposals, information about events for Connection Capital Clients and to administer and manage your investments. This may include providing your details to investee companies and overseas regulators. We will also use your personal information as necessary to meet our legal and regulatory obligations, including under FSA

rules and anti-money laundering requirements. We will not share your information with third parties for any other purpose. In particular, we will not share your information with any third parties for marketing purposes without your prior consent.

- 9.3 You have a right to access the personal information that we hold about you. To obtain a copy of this information, you should write to our Compliance Officer, Tony Dickin, at the address in Clause 12.1.1. We reserve the right to charge a fee for the provision of this information.

10 Liability

- 10.1 You should be aware that a higher degree of risk is generally attached to our investments. We do not make personal recommendations and we do not guarantee that any particular investment will be suitable to your individual situation. You should make the decision to invest in an opportunity wholly in reliance upon your own experience and expertise or, if appropriate, after consultation with your independent financial advisers.
- 10.2 You should note that the value of any investment may go down as well as up, and we do not guarantee that you will receive back the full amount that you invest. It is possible that you could lose your entire investment. You should ensure that you have sufficient liquidity to bear this risk before considering any investment.
- 10.3 We will provide our services with due care, skill and diligence. Any information received from businesses looking for investment will be verified as far as it is reasonably possible for us to do so. We will ensure that our communications are clear, fair and not misleading, with regard to your classification as a professional client.
- 10.4 If we provide notes on the tax implications of any investment, such notes will not constitute specific advice and will be of a generic nature only. We recommend that you consult your own tax advisers before investing.
- 10.5 Clauses 10.5 to 10.9 set out our entire financial liability to you (including any liability for the acts or omissions of our employees, agents and sub-contractors) arising out of or in connection with your status as a Connection Capital Client.
- 10.6 All implied terms are excluded from these Terms to the fullest extent permitted by law.
- 10.7 We accept our liability for personal injury or death which is caused by our negligence and for our fraudulent misrepresentations.
- 10.8 Subject to Clause 10.7, we shall not be liable to you for:
- 10.8.1 any indirect, consequential, special or punitive loss, damage, costs or expenses;
 - 10.8.2 depletion of goodwill;
 - 10.8.3 loss of reputation;
 - 10.8.4 loss of profit;
 - 10.8.5 loss of business; or
 - 10.8.6 loss or damage to or corruption of data.
- 10.9 Subject to Clauses 10.6 and 10.7, our total liability to you as a Connection Capital Client:

10.9.1 for any loss or damage which arises directly out of our negligence, shall not exceed the limit of Connection Capital's relevant insurance policy for any one event or series of connected events; and

10.9.2 in respect of any other direct loss, shall not exceed an amount equal to 125 per cent. of the registration fee paid by you upon registering as a Connection Capital Client.

11 Powers of Attorney

- 11.1 Upon registration as a Connection Capital Client, you must sign powers of attorney ("PoAs") in favour of Connection Capital and its solicitors, Gateley LLP. The PoAs will be used to execute investment documents on your behalf and to exercise your rights as the holder of the investments that you make through Connection Capital.
- 11.2 Subject to Clause 11.3 below, you may at any time revoke your PoAs by giving notice in accordance with the provisions of the PoAs. If you revoke your PoAs, or in Connection Capital's opinion your PoAs are no longer binding or are in need of re-execution, Connection Capital reserves the right to stop providing you with Investment Proposals or otherwise allow you to participate in Connection Capital's investment opportunities.
- 11.3 In certain circumstances your PoAs are irrevocable, as they are securing your obligations to other parties. Generally the PoAs will only be irrevocable where your refusal to use the PoA would only delay an event rather than change the ultimate result. Further details may be provided on request.

12 General

- 12.1 Any notice or other document required to be given in respect of your Connection Capital Client status or registration must be in writing signed by, or on behalf of, the person issuing the notice or other document. It may be given by personal delivery, registered post or by email:
- 12.1.1 if to us to: FAO: Sue Heard, 4 Park Place, London, SW1A 1LP. sue.heard@connectioncapital.co.uk
 - 12.1.2 if to you to: the address provided on your Client Registration Form,
- or such other addresses within the United Kingdom as either of us may notify to the other in writing from time to time.
- 12.2 Any such notice or other document given in accordance with these Terms shall be deemed to have been received:
- 12.2.1 if given personally or by email, upon delivery (unless such delivery takes place on a day which is not a working day or after 5.00 pm on a working day, in which case it will be deemed to have been given at 10.00 am on the next working day); and
 - 12.2.2 if given by registered post, at the close of business on the second working days following the date of despatch.

- 12.3 Your registration to become a Connection Capital Client and, if successful, your Connection Capital Client status, will be governed by these Terms to the exclusion of all other terms and conditions. If any part of these Terms is found by a court to be invalid or unenforceable, its invalidity or unenforceability shall not affect the other provisions of these Terms, which will continue to have effect. No waiver by any party of any breach of any provision shall be considered as a waiver of any subsequent breach of the same provision or any other provision. No failure or delay in exercising any right under these Terms shall prevent the exercise of that or any other right.
- 12.4 No variations to these Terms shall be effective unless made in writing and signed by or on behalf of both of us.
- 12.5 You may not assign or transfer any benefit, interest or obligation under these Terms.
- 12.6 No person, other than you or us, may enforce or rely upon these terms under the Contracts (Rights of Third Parties) Act 1999.
- 12.7 These Terms and any claim or dispute arising out of or in connection with their subject matter information (including non-contractual claims or disputes) shall be governed by English law and both of us submit to the non-exclusive jurisdiction of English courts in relation to any claim or dispute arising out of or in connection with their subject matter or formation (including non-contractual claims or disputes).