



Triple Point

INCOME SERVICE

INVESTOR AGREEMENT

Predictable Income
from Direct Lending

DEFINITIONS

“Fixed Term Secured Bonds”

Investments arranged by Triple Point via the Service into fixed interest, fixed term, secured bonds, issued by any company in line with the investment strategy on pages 10-13 of the Information Memorandum;

“Triple Point IFISA”

The Innovative Finance ISA administered by TPIM;

“Alternative Investment Fund”

A collective investment undertaking within the meaning of Article 4(1) (a) of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.

“Agreement”

The contract between the Investor (“you”), and Triple Point Investment Management LLP (“Triple Point”, “we”, or “us”) appointing us to constitute and manage your investment through the Service;

“Application”

An application to invest in the Triple Point Income Service to be completed by the Investor and their financial adviser on the Website;

“Associates”

Members and employees of, and consultants to, the Triple Point Group;

“Bondholder(s)”

Holder(s) of Fixed Term Secured Bonds;

“Business Day”

Any day (other than a Saturday, Sunday or a public holiday in England) on which banks ordinarily are open for business in the City of London;

“Commencement Date”

The date on which Triple Point accepts a valid Application;

“Company”

Any company in respect of which Triple Point arranges investments via the Service;

“FCA”

The Financial Conduct Authority;

“FCA Rules”

The rules and regulations of the FCA;

“HMRC”

Her Majesty’s Revenue & Customs;

“IFISA”

Innovative Finance ISA

“Information Memorandum”

The document issued by TPAL on 03 September 2018 to market the Triple Point Income Service to prospective Investors;

“Investor”

An individual who is 18 years old or more at the date of making an Application and who is not a US citizen resident in the USA or who is the authorised representative(s) of a non-natural person, including a

limited company, a limited liability partnership, trust or foundation that is not registered in the USA, or any person falling within the definition of the term “US Person” under Regulation S promulgated under the Securities Act;

“ISA”

Individual Savings Account;

“Money Laundering Regulations”

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692).

“Representative”

An individual who is appointed under power of attorney or as a deputy appointed pursuant to a court order, to act on behalf of the Investor;

“Security Trustee”

Triple Point Investment Management LLP or any replacement security trustee appointed in its place;

“Subscription Term”

A fixed term of 1, 2, 3, 4 or 5 years where an investor applies through the Service;

“The Triple Point Group”

Includes the following companies, limited liability partnerships, and subsidiaries and associates of those entities: Triple Point Investment Management LLP, TP Nominees, TP LLP, TPAL, and TPISL;

“Triple Point”

Triple Point Investment Management LLP, a limited liability partnership registered in England & Wales no.OC321250, whose registered office is at 1 King William Street, London, EC4N 7AF, and which is authorised and regulated by the FCA no.456597;

“TPAL”

Triple Point Administration LLP, which receives applications from non-MiFID firms on behalf of Triple Point. The limited liability partnership is registered in England and Wales under number OC391352 has its registered office at 1 King William Street, London, EC4N 7AF and is authorised and regulated by the Financial Conduct Authority number 618187;

“TPISL”

Triple Point Investment Services Ltd, a company registered in England and Wales under number 05304338, whose registered office is 1 King William Street, London, EC4N 7AF;

“Triple Point Income Service” or the “Service”

The fund management service through which Triple Point will arrange, monitor and manage investments via the Service for the Investors;

“TP LLP”

Triple Point LLP, a limited liability partnership registered in England & Wales no. OC310549, whose registered office is at 1 King William Street, London, EC4N 7AF;

“Website”

www.incomeservice.co.uk

“Advancr Bonds”

Fixed Term Secured Bonds issued by Triple Point Advancr Leasing plc.

The Triple Point Income Service

Applicants

Applicants should read this document, which constitutes the Agreement, the risks section in the Information Memorandum, complete the online application process and confirm acceptance of the Agreement.

You will receive email confirmation of acceptance by Triple Point of your Application.

The Agreement is set out in two separate parts: all Investors will be bound by the terms and conditions set out in Part A of this document but, if you apply to hold your Fixed Term Secured Bonds in a Triple Point IFISA, you will also be bound by the terms and conditions set out in Part B. In the event of conflict between Part A and Part B, Part B shall prevail.

Authorised Financial Advisers

Authorised Financial Advisers should complete the relevant application via the Website.

Joint Applications

Joint applications are not possible; Investors should make separate applications.

Applications from Representatives or Trustees

Please contact us on 020 7201 8989 or at contact@triplepoint.co.uk for further information.

Please note

Anti-money laundering checks will be carried out on each Application. As part of the application process you will be required to make arrangements for an electronic bank transfer or ISA transfer in order to complete the subscription for your investment via the Service. Incomplete applications will cause a delay in investments being made.

The Agreement : Part A

1 AGREEMENT

1.1 This Agreement constitutes the contract between the Investor (“you”), and Triple Point Investment Management LLP (“Triple Point”, “we” or “us”) appointing us to arrange and manage your investment through the Service. By making an application for an investment via the Website, you confirm that this Agreement, including its Definitions, together with the Application and the Information Memorandum, constitute the entire agreement in respect of your investment through the Service.

1.2 You warrant that you have read the Information Memorandum and understand the risks and drawbacks of an investment through the Service, as outlined by the risk summary on pages 26 and 27 of the Information Memorandum, before proceeding with your Application.

2 REGULATORY STATUS

2.1 Triple Point is authorised and regulated by the Financial Conduct Authority (the “FCA”); Triple Point’s Firm Registration Number being 456597. Details of Triple Point’s registration can be found on the FCA’s website at www.fca.gov.uk. The address of the FCA is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

2.2 The registered address for Triple Point and for all of the entities which constitute the Triple Point Group is 1 King William Street, London, EC4N 7AF.

2.3 The Service is an Alternative Investment Fund. This means your investments will be managed alongside the investments of other Investors in the Service as one portfolio by Triple Point. However, you will retain ownership of the underlying investments made on your behalf at all times, and the income you receive from your investments will come to you directly.

3 START DATE

3.1 This Agreement will come into force on the date of acceptance of the Application by Triple Point.

3.2 Under the Money Laundering Regulations, we are required to check the identity of our clients. 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 otherwise) to which we have

access. A record of any searches will be retained by us.

4 CANCELLATION RIGHTS

4.1 You have the right to cancel your Application at any point up until 14 days after the Commencement Date of the Agreement, as determined in accordance with this clause 4 (“Cancellation Rights”). After this, the Company shall be entitled to issue any Fixed Term Secured Bonds which are allocated to you via the Service and payment by you shall be final. If you wish to exercise your Cancellation Rights, you should give notice by e-mailing Triple Point at the following address: contact@triplepoint.co.uk.

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. Triple Point is obliged to hold your investment monies until we have satisfactorily completed our anti-money laundering checks.

4.3 Triple Point 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 Cancellation Rights 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 MANAGER ROLE

5.1 Triple Point’s role as Alternative Investment Fund Manager (the “Manager”) requires it to manage via the Service the investments of all Investors collectively in line with the investment strategy set out on pages 10-13 of the Information Memorandum. It is the role of the Investor and their adviser to ensure that the strategy meets their needs and circumstances. The Service shall be the Manager’s client for the purpose of the FCA Rules, but Triple Point will nonetheless act in the best interests of underlying Investors at all times.

5.2 For the purposes of holding client money, Triple Point will treat all Investors in the Service as retail clients. For the avoidance of doubt, Triple Point will also act in accordance with FCA rules for retail clients when reporting to Investors, and in the course of any other interactions with Investors.

5.3 This Agreement and the Information Memorandum together contain all of the disclosures that are required by EC Directive on Distance Marketing of Financial Services.

5.4 You warrant that all information you have provided to us (including the information provided as part of the application process on the Website) 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 should be updated or is no longer correct.

5.5 You confirm that you have not relied on any statement, representation or warranty made or given by the Triple Point Group, other than those set out expressly in this Agreement and the Information Memorandum.

5.6 In the event that you make a submission of Application via a suitably qualified FCA-regulated adviser, you warrant and represent that such person is acting as your agent and therefore we may share with your agent 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 INVESTMENT MANAGEMENT SERVICES

6.1 This Agreement covers the provision to you of the Service. By entering into this Agreement, you grant to us the right to act on your behalf and arrange and manage, at our discretion, the investments which correspond with the objectives and principles as set out in the Information Memorandum. We confirm that our mandate is to act in the interests of all Investors collectively. You also grant to Triple Point the right to act as your agent

and on your behalf to execute agreements and other documents as Triple Point may deem necessary or desirable in connection with investments made via the Service, including any documents necessary to appoint the Security Trustee in relation to investments made by way of loan.

6.2 You acknowledge receipt of and understand the Information Memorandum and the risk factors set out therein and acknowledge that Triple Point has not provided you with advice about the Service. This does not mean that we shall not provide you with information on your investments arranged through the Service from time to time. 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.

6.3 Notwithstanding clause 13.4.4 below (aggregation of transactions), all transactions for the Service will be undertaken in accordance with the overriding principles of Best Execution under FCA Rules.

6.4 On your behalf we will arrange investments through the Service into transferable, Fixed Term Secured Bonds. There is no restriction on the amount or proportion invested in any one investment, or any particular type of investment, or on the market on which transactions are effected, unless specified in the Information Memorandum.

6.5 If we sell investments on behalf of Investors there may be tax consequences of such disposals about which you should speak to your taxation adviser or authorised financial adviser.

6.6 You should be aware that as investments made through the Service are likely to be illiquid, and difficult to value, they will be classified under FCA Rules as “not readily realisable”. Triple Point operates a resale market which allows Investors to transfer Fixed Term Secured Bonds to other Investors on the platform, although we do not guarantee that Fixed Term Secured Bonds listed for transfer will be purchased by other Investors.

6.7 It is your responsibility (on the advice of your authorised financial adviser if appropriate) 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 or appropriate for your needs and requirements. It is your responsibility, and

that of your authorised financial adviser, to ensure that the Service continues to meet your investment needs.

6.8 We are not responsible for the taxation consequences of an investment arranged via the Service into Fixed Term Secured Bonds nor do we take into account any tax consequences for you in the management of the Service. HMRC may require the Company to withhold basic rate tax on all payments of interest it makes to an Investor in connection with an investment via the Service in Fixed Term Secured Bonds. There is, however, no withholding tax on investments via the Service held in an ISA, such as the Triple Point IFISA, or investments via the Service held through SIPPs, or investments via the Service from UK companies. Triple Point is obliged to hold your investment funds via the Service until we have satisfactorily completed our Anti-Money Laundering checks.

6.9 All Applications are made, and Fixed Term Secured Bonds issued, strictly in accordance with the Information Memorandum, the terms of this Agreement, and the deeds by which such Fixed Term Secured Bonds are constituted. Each Fixed Term Secured Bonds is issued on condition that you (and any person claiming through or under you) are taken to consent to the appointment of the Security Trustee pursuant to, and to be bound by the terms of, all relevant security documents and the security trust deeds.

6.10 We will not be responsible for any disclosures or notifications from time to time required of you by legislation or regulatory bodies such as the Panel on Takeovers and Mergers.

6.11 In the case of death of an Investor, the only persons recognised as having any title to the investment via the Service are the executors or administrators of a deceased or such other person or persons as Triple Point may reasonably determine and they will be entitled to request repayment at the original full face value.

7 CHARGES

7.1 There is no initial or annual charge for investing through the Service.

7.2 Adviser charges may be payable at the time of entering into this Agreement at a level agreed between the Investor and their Financial Adviser. Until an adviser charge is due and payable to the Financial Adviser it will be treated as Client Money. Adviser charges are paid out by Triple Point in the middle of the following month after an investment via the Service is made. This means that the adviser charge will never be paid until the 14 day cancellation period has expired. Investors should notify Triple Point of such

charges by completing the relevant section of the Application and these charges will be deducted from an Investor's investment via the Service and paid to the adviser.

7.3 Please note that where you exercise Cancellation Rights, Triple Point will return all monies to you including any adviser charges you have asked to facilitate. If the adviser charges remain due to your adviser under your agreement with them, you may need to make the payment directly to them.

7.4 Triple Point cannot facilitate ongoing adviser charges.

7.5 Investors may at any time request that their Fixed Term Secured Bonds be transferred to a nominated party. A transfer fee is not payable to Triple Point for arranging transfer of Fixed Term Secured Bonds to named counterparties.

7.6 Investors may at any time request that their Fixed Term Secured Bonds be made available for sale on the Website for the original full face value and any interest accrued up until this point. A transfer fee payable to Triple Point of 1% of the face value of the Fixed Term Secured Bonds which is being transferred will be applied on the date of the transfer. This will be deducted from the proceeds of the transaction.

7.7 Triple Point cannot pay commission in respect of advised investments into the Service.

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

8 DELEGATION AND USE OF AGENTS

8.1 While remaining fully liable for our obligations, 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.

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

8.3 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.

9 SETTLEMENT AND CUSTODY

9.1 Triple Point will hold all your investments made through the Service in safe custody on the following basis: cash awaiting subscription into the Service will be held by Triple Point in the Client Account, currently held with Royal Bank of Scotland, and will be held and maintained in accordance with the FCA Rules prior to the subscription for Fixed Term Secured Bonds

being completed and the funds transferred to the Company (or to pay charges and commission as envisaged by these Terms and Conditions).

9.2 Triple Point 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. Triple Point undertakes on your behalf to receive payments from the Company and make payments to you, when due from the Company.

9.3 We have 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.

9.4 Triple Point will, as soon as reasonably practicable, claim and account to you for interest, and other payments or entitlements received in relation to investments acquired through the Service. In the event that any income tax or other tax is deducted or withheld from a payment, a certificate of deduction of tax in respect of the tax deducted or withheld shall be issued (and such a certificate of deduction of tax can be issued to relevant Investors on an annual basis following the end of each tax year or with such other frequency as is considered by the issuers to be reasonable).

9.5 With the exception of the charges referred to in clause 7 above, none of the entities which constitute the Triple Point Group or 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 Triple Point, either pending investment or following realisation.

9.6 At the end of your selected term, any proceeds will be automatically paid into your personal bank account. If you applied to hold your investment in the Service in a Triple Point IFISA, your investment will be automatically paid into Triple Point's Client Account at the end of the term, where it will await your instructions to either reinvest into the Service or transfer to another ISA manager.

10 SECURITY TRUST DEED

10.1 The security documents and any other documents pursuant to which investments will be made on your behalf, and which Triple Point will sign on your behalf, will provide for you (via one or more security trust deeds) to appoint the Security Trustee to exercise, where appropriate, the right to demand and enforce repayment of the loan on your behalf.

11 INTEREST EARNED ON DEPOSIT

11.1 Following our acceptance of your Application, interest earned on money held in the Client Account will be retained by Triple Point and offset against its costs.

12 VALUATIONS AND REPORTS

12.1 The Triple Point online portal (www.incomeservice.co.uk) enables Investors to track the performance of the investments via the Service.

12.2 This enables Investors to log in and see the investment term, investment amount, the interest rate, the investment date, the maturity date, gross interest earned to date, date of the next interest payment, and the amount of the next interest payment.

12.3 You will receive a report on your investment via the Service 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 year).

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 be into Fixed Term Secured Bonds and whilst they will be transferable, and whilst Investors may request that their Fixed Term Secured Bonds be made available for sale on the Website for the original full face value and any interest accrued up until this point, there is no guarantee that Fixed Term Secured Bonds will be purchased by other Investors nor is there is any guarantee regarding the time it will take to complete the transfers or whether purchasers will be found either at all or at the original full face value.

13.3 An investment through the Service should be viewed as a commitment to a fixed term. Triple Point has an obligation to obtain the best outcome for you where possible; however you should be aware of the nature of an investment in Fixed Term Secured Bonds and the implications this will have on the price obtained. Investors into the Service are committing their money for the length of the Fixed Term Secured Bond's duration and so it is important they understand they cannot liquidate investments via the Service early unless their Fixed Term Secured Bonds are placed on sale on the Triple Point resale 'market'. Once Fixed Term Secured Bonds are on the resale market there is no guarantee that Investors will choose to purchase another Investor's Fixed Term Secured Bonds.

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

13.4.1 You agree that, in the course of managing the Service, Triple Point 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).

13.4.2 Owing to the nature of the investments arranged through the Service, all transactions will be transacted off-market.

13.4.3 We will act in good faith and with due diligence in our choice and use of counterparties.

13.4.4 When we make investments through the Service, investments made in your name will generally be aggregated alongside transactions for other Investors in the Service. It is unlikely that the effect of such an allocation will 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 We take the 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.

14.2 The financial, investment, or other professional activities undertaken by the entities which constitute the Triple Point Group, their 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.

14.3 In particular, the companies in which an investment is arranged via the Service are expected to trade with other companies or businesses promoted, owned and operated by Triple Point and/or in which Triple Point managed funds have invested.

14.4 The Triple Point Group may own, develop, or take stakes in leasing and lending businesses, broker networks or other businesses which may be recipient of investment, or form part of, or transact with companies in which investment is arranged through the Service. In particular, Triple Point Advancr Leasing plc which is owned by the Triple Point Group.

14.5 Conflicts of Interest are outlined more fully on pages 24 and 25 of the Information Memorandum.

15 TRIPLE POINT'S LIABILITY

15.1 We will act in good faith and with due diligence in our role as Manager of the Service in accordance with this Agreement. We accept responsibility for loss to investments via the Service only to the extent that such loss is due to our gross negligence, wilful default, or fraud or that of our Associates and further, nothing shall limit our liability for death or personal injury caused by Triple Point or any other liability that cannot be lawfully excluded. Nothing in these terms and conditions shall exclude or restrict any duty or liability we may owe you under the FCA Rules. Subject to the above, we shall not be liable for any loss of an indirect and/or consequential nature.

15.2 Subject to clause 15.1, if Triple Point should fail to deliver any necessary documents or to account for any investments via the Service, Triple Point will take all reasonable steps on the Investor's behalf to deliver such documents, or account for any such investments or any sums due or compensation in lieu thereof but, subject to our general duty of good faith.

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 (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure, or malfunction or any telecommunications or computer service or services; and acts of war, terrorism, or civil unrest) we shall not be liable to Investors for consequent loss in the value of, or failure to perform investment transactions for the account of your investments via the Service.

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

16 TERMINATION

16.1 You may request termination of this Agreement by written notice sent to Triple Point at 1 King William Street, London, EC4N 7AF.

16.2 With the exception of investments successfully made via the Triple Point IFISA (for which please refer to Part B of this Agreement), your investment in this Service will terminate when your subscription term expires or if you exercise your termination or Cancellation Rights.

16.3 There may be incidences where the Company or Triple Point may facilitate requests for early redemption of your investment (before your subscription term expires) by purchasing your Fixed Term Secured Bonds. Such early redemptions require 90 days' notice, are subject to liquidity and at the discretion of the Company or Triple Point. In the event that

such early redemption is executed, any interest earned during the term of the investment may be forfeited.

16.4 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.

16.5 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 via the Service) a. all fees and other charges referred to in clause 7 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, if there is a dispute as to the payment of fees to Triple Point (if any), you may require the disputed amount to be held in an escrow account pending resolution of the dispute.

16.8 Given their nature, in the event of termination of this Agreement, although the investments may be withdrawn from the Service, you may not be able to liquidate each of the investments in which you have an interest until their maturity and you will hold us harmless in respect of any delays.

17 DATA PROTECTION AND CONFIDENTIALITY

17.1 Any personal data which has been provided by you to Triple Point in connection with this Agreement will be held and used by Triple Point for the purposes set out in or contemplated by this Agreement, and in accordance with Triple Point's privacy policy, available at <https://www.incomeservice.co.uk/privacy-policy>. You acknowledge that Triple Point may also share the personal data with (or obtain other information about you) other organisations (a) for legal or regulatory purposes, (b) in order to check the accuracy of the information which you have provided, (c) to detect or prevent crime, or (d) to protect the Service. Triple Point may continue to hold personal data about you after termination of this Agreement for legal, regulatory and audit purposes.

17.2 You have the right to receive a copy of the information that Triple Point holds about you to the extent that it constitutes personal information. For more details, please write to the Triple Point Compliance Officer.

17.3 We will keep confidential any data or other information which we hold on you. We may however share some or all of this with the FCA if we are required to do so in

accordance with FCA Rules, and with other governmental, judicial, law enforcement, or regulatory bodies if similarly required to do so.

18 RISK WARNING AND FURTHER DISCLOSURES

18.1 Your attention is drawn to the risk summary set out on pages 26 and 27 of the Information Memorandum. The value of investments arranged through the Service and the income derived from them may go down as well as up and you may not get back the full amount that you invested.

18.2 We will not borrow money for the Service, nor lend securities or enter into stock lending or similar activities.

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

18.4 We will arrange investments via the Service in accordance with the investment strategy set out on pages 10-13 of the Information Memorandum.

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 Triple Point Compliance Officer, who will acknowledge receipt of your letter, investigate the circumstances and report back to you.

19.2 If you are unsatisfied with Triple Point's handling of your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service.

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 covers monies held 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, income generated for investors before it is returned or reinvested, and amounts representing the return of capital at the end of the investment period; and
- 2 £85,000 investment protection which may provide compensation if you have a claim against an investment firm 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. The Service is a discretionary fund management service to which the FSCS investment protection can apply. 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.

You may also be eligible to make a complaint through the European Commission's Online Dispute Resolution Platform (the "ODR Platform"), which can be accessed at <http://ec.europa.eu/consumers/odr>. The ODR Platform can be used for resolving your dispute. Through this platform, you can submit a complaint by filling in an electronic form.

20 CLIENT MONEY

20.1 Triple Point manages client money in line with the FCA rules and guidance. Until the point of investment, all client money received from Investors is safeguarded in a designated client money bank account. Funds in this account are segregated from Triple Point accounts and from third party funds. The bank account is currently held by the Royal Bank of Scotland ("RBS") and has trust status, meaning that in the event of Triple Point's insolvency these funds will be payable directly from RBS to clients. Triple Point 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 £75,000 of their total deposits held. Further details on the Financial Services Compensation Scheme are available on the website: www.fscs.org.uk.

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.

21 PERFORMANCE BENCHMARKS

21.1 Given the nature of the Service there is no appropriate formal benchmark available externally against which to measure the performance of your portfolio of investments made through the Service. However, the rates of interest are set out on the Website.

22 GENERAL

22.1 We may send any communication to

you in English at the e-mail address which you provide to us in the Application (or to any address provided by you to us in writing from time to time). 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 fax or e-mail 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 day which is not a Business Day). Our telephone number is 020 7201 8989. Our email address is contact@triplepoint.co.uk.

22.2 There is no end date for the Service but we reserve the right to amend the terms of this Agreement for new applicants from time to time including closing the offer.

22.3 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.

22.4 This Agreement together with the Information Memorandum constitutes the entire agreement between us in respect of your investment through the Service. Amendments to this Agreement will only be effective if in writing and agreed by both parties, provided that we may vary the Agreement in circumstances where we are required to do so in accordance with applicable law or to reflect changes in regulations and any such amendment will be effective when notified to you in writing.

22.5 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 the Agreement and the Information Memorandum.

22.6 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.

22.7 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.

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

22.9 Triple Point 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. 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 Triple Point in its client account.

The Agreement : Part B - Triple Point IFISA

1 GENERAL

1.1 If you apply to hold your investment in the Service in a Triple Point IFISA, you will be bound by this Part B in addition to Part A of the Agreement. In the event of conflict between Part A and Part B, Part B shall prevail.

1.2 The IFISA will be managed by Triple Point Investment Management LLP (Triple Point). Triple Point has been approved by HMRC as a manager of IFISAs.

1.3 The IFISA investments will be registered in your name.

1.4 The IFISA will be in, and must remain in, your beneficial ownership and it must not be used as security for a loan.

1.5 Triple Point IFISAs are non-flexible ISAs, which means any cash you withdraw from the Triple Point IFISA cannot be replaced without adding to any available annual ISA subscription limit you have in respect of the year of withdrawal.

1.6 To be eligible to apply for an Triple Point IFISA, you must:

1.6.1 be 18 years of age or older;

1.6.2 be a resident of the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or you must be married to, or in a civil partnership with, a person who performs such duties.

1.7 You must inform Triple Point if you cease to be resident in the United Kingdom for tax purposes or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.

1.8 Triple Point will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has, or will, become void.

2 DELEGATED FUNCTIONS

2.1 Triple Point may arrange for a third party to carry out some or all of its administrative functions. Where it delegates administrative functions, Triple Point remains responsible for the operation of the Triple Point IFISA.

2.2 Triple Point will satisfy itself that any person to whom it delegates any of its functions or responsibilities under the terms agreed with the Investor is competent to carry out those functions and responsibilities.

3 APPLICATIONS

3.1 If you wish to hold your interest in the Service in a Triple Point IFISA, your adviser must apply on the Website, selecting the corresponding tax wrapper and completing the application form. All Applications must be fully complete and are subject to acceptance by Triple Point.

3.2 Your Application for a Triple Point IFISA must contain a valid National Insurance number. Applications without a valid National Insurance number will not be accepted.

3.3 Triple Point may require you to provide additional information to that provided in the Application Form for the purposes of opening the Triple Point IFISA.

3.4 Triple Point will carry out such identity checks as are necessary in respect of an Application. Triple Point uses its own internal guidelines and policies when assessing Applications. If Triple Point does not receive adequate information from third party agencies, we will ask you to send it copies of the relevant passports or other identification documents, plus a utility bill and anything else that it may require.

3.5 Triple Point will notify you by email once your Triple Point IFISA has been opened.

4 SUBSCRIPTIONS

4.1 Triple Point IFISA subscriptions are only considered valid once a completed Application has been received and accepted and your funds have been received in the Client Account. Your subscription funds may be either, or a mixture of, (a) an initial cash subscription and/or (b) a cash transfer of an existing ISA in accordance with clause 11.

4.2 In each tax year an Investor can subscribe or invest in all ISAs up to (but no more than) the specified annual ISA allowance. Whilst Triple Point will monitor investment amounts, it is your

responsibility to ensure that you have not exceeded your limit and that you are eligible to invest. You can find the latest information regarding the annual ISA allowance by consulting the HMRC website here: <https://www.gov.uk/individual-savings-accounts/overview>. The rules on taxation can change. If you are uncertain about the application of the rules to you, you should seek professional advice.

4.3 In each tax year an Investor may subscribe to one cash ISA, one stocks and shares ISA, and one IFISA.

4.4 Investors cannot subscribe or invest in IFISAs with more than one ISA manager in the same tax year. If an Investor attempts to do so, the subscriptions to the second and subsequent IFISAs are invalid.

5 CANCELLING A SUBSCRIPTION

5.1 You have the right to cancel your cash subscription to a Triple Point IFISA within a 14 day cancellation period from the Commencement Date.

5.2 If you cancel your subscription within the 14 day cancellation period, you will be exempt from UK income and capital gains tax on any income or gains arising from that subscription and will be treated as though you had not made that subscription.

5.3 You may not cancel your subscription after the 14 day cancellation period, and, if you withdraw your investments (as opposed to transferring them into another ISA), the subscription will count as a subscription to an IFISA. In this situation, you could not subscribe to another IFISA in that tax year.

5.4 In accordance with section 4 of Part A of this Agreement, Triple Point will not issue any bond certificates for bonds allocated to you via the Service until the 14 day cancellation period has passed.

6 QUALIFYING INVESTMENTS

6.1 The only investments that qualify for an Triple Point IFISA and which Triple Point, as your ISA manager, may purchase, make or hold in an Triple Point IFISA for you are:

6.1.1 Advancr Bonds; and

6.1.2 Cash.

7 INVESTMENT RULES

7.1 Triple Point will only purchase Advancr Bonds out of cash held in the Triple Point IFISA at the time the investments are paid for.

7.2 Triple Point will not allow an IFISA to go into a cash deficit.

7.3 Triple Point will not purchase investments from the Investor or their spouse so that they become investments in an ISA to which the Investor subscribes.

8 THE OPEN MARKET PRICE RULE

8.1 Any ISA investments that TPIM buys and sells will be at the open market price.

9 CASH

9.1 Triple Point holds all cash Triple Point IFISA money in the Client Account, a segregated client account with a UK bank (currently the Royal Bank of Scotland) that is designated as an ISA account. Cash held in the Client Account includes subscription monies and repayments of coupon and capital under the terms of the Advancr Bonds held in your account.

9.2 On opening the Triple Point IFISA, your cash will be held in the Client Account while you decide what investments to invest in. Cash can only be held temporarily while you decide how to invest it.

9.3 Your cash is held in Sterling.

9.4 We maintain separate records and accounts of your money in your name.

9.5 Triple Point does not pay interest on any cash balances it holds and may receive a sum equivalent to interest from the account-holding institution.

10 WITHDRAWALS

10.1 You may instruct us in writing to make full or partial withdrawals of cash held within your Triple Point IFISA, provided such cash has not already been committed to an investment. Once you withdraw cash, it will cease to form part of your Triple Point IFISA and you will not be able to re-invest it in an ISA (subject to clause 10.5).

10.2 We will effect any cash withdrawal within 30 days of your instruction, or such later date as you may specify.

10.3 With the exception of the Cancellation Rights set out in clause 4 of Part A of this Agreement and your rights of termination set out in clause 16 of Part A of this Agreement, you have no withdrawal rights in relation to the non-cash Triple Point IFISA investments that you have made.

10.4 Withdrawal payments will be sent via bank transfer only.

10.5 Cash withdrawn from an ISA in error by an Investor, or an Investor's agent cannot normally be reinstated, except where the Investor or their agent was attempting to transfer the ISA; or the old ISA manager, or the new ISA manager, incorrectly advised the Investor or their agent to withdraw the funds invested with the old manager and pay them into an ISA with the new manager. In these circumstances Investor's cash or closed ISA may be re-instated in the event of an error, subject to HMRC's approval.

11 TRANSFERS IN

11.1 You can ask Triple Point to accept a cash transfer of all or part an existing ISA into your Triple Point IFISA. We cannot accept the transfer of non-cash assets.

11.2 The minimum transfer amount that Triple Point will accept is £1,000.

11.3 Triple Point does not charge for arranging a transfer of an ISA but the existing ISA manager may charge you for the transfer.

11.4 If you transfer more than one ISA from previous tax years to a Triple Point IFISA, we will place all previous tax years' cash holdings in a single account. This means that you will not be able to distinguish between your previous tax years' holdings when viewing your holdings.

12 TRANSFERS OUT

12.1 You may only transfer the whole (and not part) of your current year Triple Point IFISA to another ISA manager.

12.2 You may not transfer non-cash investments (Advancr Bonds) to another ISA manager. However, if you sell your Advancr Bonds for cash, your transfer rights will apply to the cash proceeds.

12.3 You may transfer the whole or part of your Advance IFISA cash balances to another ISA manager in respect to previous

years' investments.

12.4 You must contact the ISA manager to whom you wish to transfer your Triple Point IFISA. The ISA manager may ask you to complete its own transfer form.

12.5 You must submit your transfer request to Triple Point in writing using Triple Point's ISA Transfer Form. You may stipulate the date by which Triple Point should effect the transfer, provided that you give Triple Point at least 30 days' notice.

12.6 Investors must transfer their ISAs through Triple Point. Investors cannot transfer an ISA by closing it and opening a new one, even if the Investor is moving from one ISA product to another with Triple Point.

13 CLOSURE

13.1 You have the right to close your Triple Point IFISA whenever you choose. To close your Triple Point IFISA, you must provide Triple Point with written instructions to do so. If you close your account at a time when you hold cash or investments in the Triple Point IFISA, they will cease to benefit from their ISA status. Triple Point may contact you to confirm your instructions before effecting any instruction to close your Triple Point IFISA in such circumstances.

13.2 Triple Point has the right to close your Triple Point IFISA where this is necessary for legal or regulatory reasons. Triple Point will, where reasonably possible, give you at least 30 days' notice of the intended closure of your Triple Point IFISA.

13.3 Where Triple Point is notified of your bankruptcy, Triple Point will take action to close your Triple Point IFISA with effect from the date that the trustee in bankruptcy's appointment takes place.

13.4 Triple Point will close your Triple Point IFISA upon Triple Point's receipt of written notice of your death. The tax benefits of your Triple Point IFISA cease on your death, such that future Interest payments will not be exempt from tax.

13.5 Where your Triple Point IFISA is to close and there are Advancr Bonds held within the Triple Point IFISA, Triple Point will take steps to encash all your Advancr Bonds, unless agreed otherwise with you. Advancr Bonds are illiquid by their nature and there may be no active market for their sale. Triple Point will take reasonable steps to encash

your Advancr Bonds within a 30 day period, although no guarantees can be made.

13.6 Where your Triple Point IFISA is to close and there is only cash held within your Triple Point IFISA (either because any Advancr Bonds held within the Triple Point IFISA have been repaid or encashed), Triple Point will make payment to you.

14 TRIPLE POINT'S FEES, COMMISSIONS AND CHARGES

14.1 Triple Point does not currently charge fees for the management and administration of the Triple Point IFISA (as distinct from the fees and charges payable to Triple Point under Part A). Triple Point reserves the right to review and reconsider this position periodically, provided that such charges shall not apply in respect of any non-cash investments that you hold prior to the introduction of the charges.

14.2 Charges related to the purchase and sale of ISA investments must be met from funds within the ISA. For example, should you sell an Advancr Bond via the resale market, the 1% seller fee shall be taken from the proceeds of that sale.

15 IN THE EVENT AN ADVANCR BOND DEFAULTS


15.1 Should an Advancr Bond held in your IFISA default, Triple Point is not liable to pay compensation for losses incurred. However, Triple Point shall exercise your rights under the Advancr Bond and seek such recovery as is possible on your behalf such recovery as is possible on your behalf.

For further information about the Triple Point Income Service please contact



TriplePoint

Adviser and Investor Enquiries

 020 7201 8990

 contact@triplepoint.co.uk

1 King William Street | London | EC4N 7AF

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.

We will process any personal data of yours received in connection with the business we carry on with you in accordance with our privacy policy, which can be found on our website or provided to you upon request.

www.triplepoint.co.uk