



#### **CIG Membership Terms.**

1. We are COMCOR Investment Group Ltd, Company Number 16105701. We operate the membership network of non-institutional investors known as CIG (the **Club**). You are the High Net Worth individual or Self-Certified Sophisticated Investor identified in part one of the Application Form, or a High net worth Entity identified in part two.

#### **2. Definitions.**

- a. In these terms, unless the context otherwise requires, words and phrases used have the following meanings:
- i. **Application Form** means the application form signed by you or on your behalf.
  - ii. **Club** means CIG, as described in Clause 1.
  - iii. **FSMA** means the Financial Services and Markets Act 2000.
  - iv. **FCA** means the Financial Conduct Authority of 12 Endeavour Square London E20 1JN and any successor or replacement regulatory authority or body from time to time.
  - v. **FCA Rules** means the rules and guidance set out in the FCA Handbook of Rules and Guidance as amended from time to time.
  - vi. **Financial Promotion Order** means the Financial Services and Markets Act 2000 (Financial Promotion Order) 2001.
  - vii. **High Net Worth individual** has the meaning given in Annex 1.
  - viii. **High Net Worth Entities** has the meaning given in Annex 1.
  - ix. **Investment** means a financial investment.
  - x. **Member** means you, and any other person who is a member of the Club.
  - xi. **RAO** means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.
  - xii. **Recipient** means the person receiving an Investment.
  - xiii. **Restricted Person** means a person ineligible to participate in any Investment because of relevant regulatory, tax or legal restrictions.
  - xiv. **Self-Certified Sophisticated Investor** has the meaning given in Annex 1.
  - xv. **Services** has the meaning given in clause 4.a.
  - xvi. **Sterling** means the lawful currency of the United Kingdom.
  - xvii. **We, us, our** means COMCOR Investment Group Ltd, as defined in clause 1.

Any references to legislation are as to that legislation as may be updated or superseded from time to time.

#### **3. The Club.**

- a. The purpose of the Club is:
- i. to enable Members to access offers to participate in Investments that are not made to the public or any section of the public.
  - ii. to function as an association of High Net Worth or Sophisticated Investors, or High Net Worth Entities under Article 51 of the Financial Promotion Order.

#### **4. The services that we are providing.**

- a. We will provide Members with information about potential Investments ("Services").
- b. The Services will not include any of the matters set out in clause 9.a.

- c. We may provide Members with other services from time to time however those services will be provided under a separate agreement.

## **5. Your eligibility.**

- a. We will not provide any Services to you until you become a Member. You will only be permitted to become a Member where:
  - i. You have provided evidence to our satisfaction of your available funds;
  - ii. You have passed our checks to our satisfaction in relation to Politically Exposed Persons, Know Your Customer; and Anti Money Laundering;
  - iii. You have provided evidence to our satisfaction that you are one of the following:
    - a. a High Net Worth Individual
    - b. a Self-Certified Sophisticated Investor; or
    - c. a High Net Worth Entity.
  - iv. We have determined that you may become a Member. To the extent permitted by law, we may refuse, in our absolute discretion, any application to be a Member without giving a reason why.
- b. The requirements that we have in connection with the information to be provided under clause 5.i,ii, iii and iv above may change from time to time, but:
  - i. the latest overview of our requirements are available on the membership application. By signing these terms, you agree to provide us with all requested information and that you give us permission to carry out all applicable checks.
  - ii. Steps that we will take will include, but not be limited to, checking the details you have provided against those held on agency databases. This includes information from registers and fraud prevention agencies. We utilise CreditSafe as a searches partner for all compliance checks and monitoring.
  - iii. To the extent that our requirements change, whether as a result of changes in legislation or otherwise, you agree that will provide us with any further requested information and that you give us permission to carry out these checks.
- c. By signing this contract, you agree that all details provided are true, correct, comprehensive and accurate.

## **6. Your obligations**

- a. You shall give such information or declaration as we are required to obtain from time to time pursuant to FSMA, any other applicable laws, or the FCA Rules.
- b. You:
  - i. Shall immediately provide such additional information as we request; and
  - ii. consent to us repeating or undertake further checks as we may require, from time to time in order for us to refresh, verify or update information that we hold in respect of the matters covered by clause 5.i, ii, iii and iv above and confirm that you will remain a High Net Worth Individual, a Sophisticated Investor or a High-Net Worth Entity.
- c. You will remain a High Net Worth Individual, a Sophisticated Investor or a High- Net Worth Entity at all times while a member of the Club.
- d. In the event that you experience any change in circumstance that may render any of the information or checks that we have undertaken on you to be incomplete or accurate, you shall immediately inform us.
- e. You shall ensure that all information that you give to us shall be accurate and complete.
- f. You shall comply in full with the terms of any Investment that you enter into.
- g. You shall not do anything which may damage the reputation of us or the Club.
- h. You will not use any content provided in the course of us providing the Services for any purpose contrary to any law or regulation or any regulatory code or guidance.

## **7. Your rights in respect of content provided by us.**

- a. You must sign a non disclosure agreement in such a form as we require before receiving detailed information in respect of any Investment.
- b. Notwithstanding clause 7.a, you shall not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers. For the avoidance of doubt, this shall include the terms of any proposed Investment or the identity of any other members.
- c. You may disclose our confidential information:
  - i. to your employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations in connection with this contract. You shall ensure that your employees, officers, representatives, contractors, subcontractors or advisers to whom you discloses the other party's confidential information comply with this clause 7; and
  - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- d. You may not use confidential information for any purpose other than to exercise your rights and perform your obligations under or in connection with this contract.
- e. We remain the owner of all intellectual property rights in any information that we provide to you pursuant to the Services. As long as you comply with the terms of this contract, then during its term, we will allow you, in common with such other persons that we determine, a licence to use any information that we provide to you for the purposes of us providing the Services to you. You may not allow any person other than those set out in 7.b to use any such information without our consent, and they must only use if for the purpose set out in that clause.
- f. You may make copies of such information that we provide to you to the extent reasonably necessary for the following purposes: back-up, security, or disaster recovery, but you must not extract, reutilise, use, exploit, distribute, disseminate, modify, copy, create derivative works, or store any such information for any purpose not expressly permitted by this contract. You must use such information in accordance with all applicable laws.
- g. You shall not use any trademarks or logos of us or the Club without our prior consent.

#### **8. How we will communicate with you.**

- a. We will either communicate in writing, or as part of an in-person or telephone conversation which was initiated or requested by you.

#### **9. Exclusions.**

- a. We are not providing any Member with any of the following services:
  - i. investment advice;
  - ii. advise on the merits of entering into any Investment;
  - iii. legal advice, valuation, or tax advice; or
  - iv. Assessment of that Member's suitability for any Investment.
- b. These terms do not constitute:
  - i. an offer of securities to the public under Companies Act 2006 s755;
  - ii. a communication to you containing information in respect of any specific transferable securities under FSMA s85;
  - iii. a communication, invitation or inducement to you to engage in investment activity under FSMA s21;

- iv. an agreement to accept any deposit under RAO Article 5;
  - v. a specified activity which relates to a specified investment or property specified in the RAO under FSMA s22;
  - vi. an invitation by us to you to participate in a collective investment scheme under FSMA s235; or
  - vii. An agreement that we will deal in investments as principal under RAO Article 14 or arrange deals in investments under RAO Article 25.
- c. If you are in any doubt of the status of these terms or the nature of the Services please do not hesitate to contact us. You may of course take your own advice at any time in connection with the Club, the Services or the Contract.

#### **10. Investor Due Diligence.**

- a. **You are making all Investments at your own risk.** As and when we provide details of an Investment to you, you agree that we are not making any promise in respect of:
- i. The ability of any Recipient to repay the principal or interest of any Investment;
  - ii. The risk, creditworthiness or financial soundness of the Recipient; or
  - iii. The profitability or viability of any Recipient.
- b. This contract does not represent any promise as to the quality, accuracy or completeness of any information supplied by or on behalf of any Recipient in the course of any due diligence or disclosure exercise undertaken pursuant to an Investment. You must take your own advice in connection with any investment.

#### **11. Cancellation.**

- a. If you have entered into this contract other than at our place of business, you have a legal right to change your mind and may cancel this agreement within 14 days of entering into it. To let us know you want to change your mind, contact our Customer Service Team: Tel: +44 (0) 204 513 8660 or write to us at 5<sup>th</sup> Floor The Merchant, 45 Notte Street, Plymouth, Devon. PL1 2AG United Kingdom. This clause 11.a is subject to clause 11.b and clause 11.c.
- b. If you have identified an Investment that you wish to participate in and we have agreed with you that we will undertake work and incur costs in connection with that Investment within the 14 day period referred to above, you must pay for the work that we have undertaken and costs that we have incurred even if this contract is later cancelled. The payment must be:
- i. based on the work that we have undertaken for the period for which it is supplied, ending when we are notified of your decision to cancel.
  - ii. in proportion to what has been supplied.
- c. You cannot change your mind once work that we have agreed to is completed.

#### **12. You can end your contract with us.**

- a. You may terminate this contract at any time by giving us not less than 180 day's notice. Please provide notice of termination, in writing to 5<sup>th</sup> Floor The Merchant, 45 Notte Street, Plymouth, Devon, PL1 2AG, United Kingdom.

#### **13. We can end our contract with you**

- a. We can end our contract with you and claim any compensation due to us (including enforcement costs) if:

- i. you have broken the terms of this contract;
  - ii. you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Services, for example, Know Your Customer information;
  - iii. We believe you have been involved in money laundering, committed fraud or been involved in any other unlawful activity;
  - iv. You use the Services in a way that:
    - a. causes or in our opinion is likely to cause disruption to the Services;
    - b. is a criminal offence;
    - c. causes annoyance or needless anxiety to any Member, or any of any Recipient;
  - v. you send us any material that is illegal, offensive, abusive, defamatory, obscene or menacing; or in breach of trademark, copyright, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, commercial solicitation, or chain letters.
  - vi. You cease to be a High Net Worth Individual, a Sophisticated Investor or a High- Net Worth Entity; or
  - vii. You become a Restricted Person;
- b. We can also end our contract with you in any of the following circumstances.
- i. You do not enter into an Investment within the first 180 days of entering into this agreement;
  - ii. At any point after the first 180 days, a period of more than 365 days elapses where you do not make an investment.
  - iii. We give you not less than 180 days' notice

#### **14. The effects of termination.**

- a. On termination of your Membership for any reason:
  - i. You will not be entitled to enter into any further Investments;
  - ii. Your Investments will each be treated in accordance with their terms.

#### **15. We can change services and these terms**

- a. We can always change the terms of the Services to reflect changes in relevant laws and regulatory requirements or to make minor technical adjustments and improvements, for example to address a security threat. We will let you know when such changes will take effect. If such changes do alter the Services that we provide to you, you may terminate the Contract before they take effect.

#### **16. We do not compensate you for all losses caused by us or our Services**

- a. We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
  - i. **Unexpected.** It was not obvious that it would happen and nothing you informed us of before you became a Member meant we should have expected it (so, in the law, the loss was unforeseeable).
  - ii. **Avoidable.** Something you could have avoided by taking reasonable action.

#### **17. We use your personal data as set out in our Privacy Notice**

- a. How we use any personal data you give us is set out in our Membership Privacy Policy, available at [Privacy](#). You and we shall each comply with the requirements of Data Protection Legislation, being:
  - i. To the extent that UK GDPR is applicable (as defined under the Data Protection Act 2018) the law of the United Kingdom or of a part of the United Kingdom; or

- ii. To the extent that the General Data Protection Regulation ((EU) 2016/679) is applicable, the law of the European Union or any member state of the European Union to which the party is subject;

which relates to the protection of personal data.

#### **18. You have options for resolving disputes with us**

- a. **Our complaints policy.** You will be assigned a representative who will do their best to resolve any problems you have with us. Call us on +44 (0) 20 4513 8660
- b. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

#### **19. Other important terms apply to our contract**

- a. We can transfer our contract with you, so that a different organisation is responsible for supplying the Services. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You can only transfer your contract with us to someone else if we agree to this. We may not agree if it would create any regulatory issue for you or us.
- b. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- c. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- d. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. You confirm that you are acting on your own behalf and not for the benefit of any other person.
- e. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we cannot do it later.

**Annex A. High Net Worth Individuals, Self-Certified Investors and High Net Worth Entities.**

**High net worth individuals** is as defined in article 48 of the Financial Promotion Order. An individual will be a “high net worth individual” where:

- a. they have an annual income of at least £100,000, or net assets of at least £250,000; and
- b. they have in the 12 months prior to receiving the financial promotion, signed a statement, in the form annexed to the Application Form, confirming they meet the above criteria.

**Self-certified sophisticated investors** are as defined in article 50A of the Financial Promotion Order. An individual will be a “self-certified sophisticated investor” where:

- a. they have an annual income of at least £100,000, or net assets of at least £250,000; and
- b. they have in the 12 months prior to receiving the financial promotion, signed a statement in the form annexed to the Application Form, confirming they meet the above criteria.

**High net worth entities** are as defined in article 49 of the Financial Promotion Order. An entity would be “high net worth” where:

- a. it is a company (or part of a group) which has share capital or net assets of at least £5 million (though this can be a lower threshold in certain circumstances);
- b. it is a partnership or unincorporated association with net assets of at least £5 million (or such lower threshold as is prescribed by law);
- c. It is a trustee of a trust with cash and investments of at least £10 million; or
- d. persons who are directors, officers or employees of any of the above who are responsible for that entity’s investment activities.