

6 JANUARY 2022

(1) WOODSIDE CORPORATE SERVICES LIMITED

and

(2) CONVICTION INVESTMENT PARTNERS LIMITED

**AGREEMENT FOR THE PROVISION OF RECEIVING AGENT SERVICES
RELATING TO THE HULLBALOOK INVESTMENT OPPORTUNITY**

CONTENTS

1. Definitions	3
2. Appointment and Services	6
3. Duties of CIP	6
4. Action on Behalf	7
5. Responsibilities and Service Levels	8
6. Fees	8
7. Delegation and Assignment	8
8. Liability	9
9. Termination	9
10. Confidentiality	10
11. Data Protection	10
12. Notices	11
13. Amendments	11
14. Entire Agreement	12
15. Rights of Third Parties	12
16. Severability	12
17. Governing Law	12
SIGNATURE PAGE	13
Appendix 1	14
Services	14
Part 1 Receiving Agent and Paying Agent Services	14
Appendix 2	16
Fees	16
Part 1 Fees for Receiving Agent and Paying Agent Services	16
Part 2 Payment of Fees	16
Appendix 3	17
Data Protection Rider	17
Appendix 4	22
Taxation Information	22
Part 1 Foreign Tax Reporting Scheme Information	22
Part 2 Foreign Tax Reporting Scheme Deduction	23

THIS AGREEMENT is made on the 6th day of January 2022 and is made between:

- (1) **WOODSIDE CORPORATE SERVICES LIMITED** (Company Registration No. 06171085) whose registered office is at 4th Floor, 50 Mark Lane, London EC3R 7QR (**Receiving Agent**); and
- (2) **CONVICTION INVESTMENT PARTNERS LIMITED** (Company Registration No 11087350) whose registered office is at 1 King William Street, London EC4N 7AF (**CIP**).

BACKGROUND:

- (A) CIP is an appointed representative of Enterprise Investment Partners LLP which is authorised and regulated by the FCA with firm reference number 604439 and the Receiving Agent is authorised and regulated by the FCA with firm reference number 467652.
- (B) CIP operates an investor syndicate through which it will launch the Offer, whereby Investors will subscribe for shares in Hullabalook Ltd (Company number: 10039228) ("**Hullabalook**").
- (C) CIP wishes to appoint the Receiving Agent, and the Receiving Agent has agreed to provide certain receiving agent related services in relation to the Offer.

TERMS AGREED

1. **Definitions**

- 1.1 Capitalised terms used in this agreement shall, unless indicated otherwise, have the same meaning as is given to them in the relevant Investor Agreement for the applicable Investment Opportunity.

Applicant	means a person wishing to make Subscriptions pursuant to the Offer.
Application Form	means the application form signed by each Investor in order to set up and confirm their agreement to the terms of the Offer and to invest in Dawn;
Associate	means any entity that is the ultimate parent of CIP and/or Receiving Agent (as appropriate) from time to time or any of their direct or indirect subsidiary undertakings from time to time;
Brochure	means the current brochure relating to the Offer as delivered to the Receiving Agent on the date that CIP accepts or accepted (as the case may be) an Investor's Application Form in respect of that Offer;
Business Day	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;
Client Account	means a bank account for the Offer operated by the Receiving Agent with such bank as the Receiving Agent may direct from

	time to time, having trust status;
COBS	means the Conduct of Business Sourcebook published by the Financial Conduct Authority (as may be amended or replaced from time to time);
Commencement Date	means the date of this agreement;
Customer Personal Data	means any personal data processed by the Receiving Agent as a result of, or in connection with, the provision of Services;
Foreign Tax Reporting Scheme	means: <ul style="list-style-type: none"> (a) any treaty, law or regulation of any jurisdiction, or intergovernmental agreement between any jurisdictions, which requires the reporting of information about financial accounts and assets to a jurisdiction other than that where the accounts or assets are based with a view to taxation. (b) any law, regulation, treaty or agreement which facilitates the implementation of any law or regulation any agreement pursuant to the implementation of any treaty, law or regulation referred to in 1.1(a);
Foreign Tax Reporting Scheme Deduction	means a deduction or withholding from a payment required by a Foreign Tax Reporting Scheme;
FCA	means the Financial Conduct Authority or any successor body to it;
FCA Rules	means the rules and regulations of the Financial Conduct Authority, as amended from time to time;
FSMA	means the Financial Services and Markets Act 2000;
Group	means the group of entities comprising Associate(s) of CIP or the Receiving Agent (as appropriate) from time to time;
Information Memorandum	means the current information memorandum relating to the Offer as delivered to the Receiving Agent on the date that CIP accepts or accepted (as the case may be) an Investor's Application Form in respect of that Offer;
Investment Documentation	any Information Memorandum, Subscription Deed or Limited Partnership Agreement issued in respect of the Offer;

Investments	means the aggregate Subscriptions by Investors (less any applicable fees and charges) and Securities;
Investor	means a subscriber to the Offer whose Application Form is accepted by CIP;
Non-Domiciled	means an Investor who is resident, but not domiciled in the United Kingdom;
NOR	means an individual who is resident and domiciled in the United Kingdom but not ordinarily resident in the United Kingdom;
Offer	means the offer to purchase Securities in Hullabalook as on completion of the merger, details of which are set out in the Investment Documentation;
Personal Recommendation	has the same meaning as it is given in the glossary to the FCA handbook;
Receiving Agent's Bank Account	means the bank account of the Receiving Agent, details of which are set out in Part 2 of Appendix 2;
Retail Client	means any Investor who is not a Professional Client or an Eligible Counterparty (as defined in COBS);
Retail Investment Products	has the same meaning as it is given in COBS;
Securities	means the listed and unlisted equity and equity related securities including convertible bonds and warrants; shares, units or other interests in collective investment schemes; debt securities including government and corporate issues and warrants or options thereon including evidence of Securities or title thereto and all rights in respect of or rights to acquire any of the foregoing and/or such other assets or investments that may be acquired in accordance with the investment objectives, together with the limitations thereon, stated in the Investment Documentation;
Services	means the Receiving Agent Services set out in Appendix 1;
Subscription	a subscription for Securities by an Investor pursuant to the Offer;
Subscription Amount	the amount that an Investor wishes to invest in the Securities, as set out in the Application Form;
Subscription Term	the period commencing on the date specified in the Investment Documentation and ending on the date the applicable Offer is closed to Subscriptions by Investors;

Tax Obligor

means an Investor or Manager some or all of whose income is from sources within the remit of a Foreign Tax Reporting Scheme;

- 1.2 Words and expressions defined in the FCA Rules which are not otherwise defined in this agreement shall, unless the context otherwise requires, have the same meaning in this agreement.
- 1.3 Any reference to a statute, statutory instrument or to rules and regulations shall be references to such statute, statutory instrument or rules and regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time.
- 1.4 References to the singular only shall include the plural and vice versa.
- 1.5 Unless otherwise indicated, reference to clauses shall be to clauses in this agreement.
- 1.6 The terms 'data processor', 'personal data' and 'processing' (as used in the data protection rider set out in Appendix 3) will have the meaning given to them by the Data Protection Act 2018 (as detailed by the General Data Protection Regulation 2018) and any successor legislation or rules.
- 1.7 Headings to clauses are for convenience only and shall not affect the interpretation of this agreement.

2. Appointment and Services

- 2.1 The Receiving Agent shall from the Commencement Date be appointed by CIP and act as the receiving agent and shall provide the Services in relation to the Offer in accordance with the terms of this agreement.

3. Duties of CIP

- 3.1 CIP shall:
 - (a) give such information or assistance as shall be reasonably necessary to prevent fraud or to enable the Receiving Agent to perform its obligations under this agreement including without limitation the information set out in Appendix 4;
 - (b) furnish the Receiving Agent with all relevant documents and provide all relevant information which may reasonably be required and requested by the Receiving Agent for performing its duties hereunder;
 - (c) comply with the terms of the Investment Documentation;
 - (d) notify the Receiving Agent in writing of any change of control;
 - (e) indemnify the Receiving Agent against any and all liabilities, costs, expenses, damages and losses which are finally and judicially determined to be directly attributable to negligence, fraud, or wilful default suffered or incurred by the Receiving Agent arising out of or in connection with the proper execution of its duties pursuant

to this agreement or a breach by CIP of the FCA Rules, the terms of this agreement or the terms of any Investor Agreement;

- (f) provide written notice to the Receiving Agent in the event that the CIP (or its Principal firm) ceases to be appropriately authorised under FSMA; and
- (g) comply with the terms of Appendix 4 and shall provide the Receiving Agent with all information required by the Receiving Agent to comply with any Foreign Tax Reporting Scheme.

3.2 CIP acknowledges that the Receiving Agent may need to liaise (where applicable) with the Investor in connection with the provision of the Services. CIP authorises the Receiving Agent to contact the Investor directly in connection with the provision of the Services both before and after the Commencement Date and shall procure that the Investor promptly provides all reasonable assistance to the Receiving Agent as it may require to assist the Receiving Agent in providing the Services.

3.3 In addition, CIP agrees to procure that the Investor provides the Receiving Agent with any information which it reasonably requests for the purposes of providing the Services and the Receiving Agent is entitled at its discretion to reject (in part or in full) any Application Form from an Investor that fails to provide it with such information within the time period reasonably required by the Receiving Agent

4. **Action on behalf**

4.1 CIP shall not, at any time, hold itself out to be acting on behalf of the Receiving Agent and shall deliver to the Receiving Agent for approval (such approval not to be unreasonably withheld or delayed) prior to issue thereof, a copy of all Investment Documentation, statements, notices, circulars, marketing materials and advertisements to be issued on behalf of CIP, or in relation to the Offer, in which the name of the Receiving Agent appears and any such publication not approved in writing by the Receiving Agent shall not be published by or on behalf of CIP. CIP hereby undertakes that no such Investment Documentation, statement, notice, circular or advertisement will be published without such prior approval and that no moneys shall be raised save in accordance with applicable law.

5. **Taxes**

5.1 The Receiving Agent shall be entitled to seek reimbursement from CIP and Investors from time to time for any transfer taxes payable upon transfers, exchanges or deliveries of Securities made hereunder in accordance with the Investment Documentation and shall be entitled to deduct such fees from Investors' accounts.

5.2 CIP shall provide to the Receiving Agent or procure the provision of, such documentation and information as the Receiving Agent may reasonably require and request in connection with taxation. The Company confirms that the Receiving Agent is authorised to deduct from any cash received or credited to the account of the Company, any amount of taxes or levies required by any revenue or governmental authority for whatever reason in respect of the accounts of the Company.

6. Responsibilities and Service Levels

- 6.1 Amendments to the Services and service levels may be notified by the Receiving Agent to CIP from time to time subject to the parties having previously discussed and agreed such amendment as being necessary for the proper provision of the Services.
- 6.2 The Receiving Agent shall devote such resources of staff, equipment and other resources as are reasonably necessary to implement the terms of this agreement.
- 6.3 The Receiving Agent agrees to fulfil its responsibilities under the terms of this agreement and in compliance with FSMA and the FCA Rules and any other laws or regulations insofar as they are applicable.
- 6.4 The Receiving Agent warrants to CIP that the Receiving Agent shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.
- 6.5 The Receiving Agent shall notify CIP immediately in the event that the Receiving Agent ceases to be appropriately authorised under FSMA to perform any of the Services or subject to any FCA investigation.

7. Fees

- 7.1 The Receiving Agent's fees for the Services are set out in Appendix 2. CIP shall pay such fees by cheque or by bank transfer to the Receiving Agent's Bank Account in accordance with the payment terms set out in Appendix 2.
- 7.2 CIP shall reimburse the Receiving Agent for all reasonable disbursement costs incurred as a result of the proper execution of its duties. These costs would include, but would not be restricted to, bank charges, postage, printing and stationery costs.
- 7.3 If CIP fails to make any payment due to the Receiving Agent under this agreement by the due date for payment, then, without limiting Receiving Agent's remedies under clause 10, CIP shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. CIP shall pay the interest together with the overdue amount.

8. Delegation and Assignment

- 8.1 The Receiving Agent may employ agents including associates to perform any administrative and ancillary service to assist the Receiving Agent in performing the Services under the terms of this agreement in which case it will act in good faith and with reasonable care and due diligence on the selection and use and monitoring of agents.
- 8.2 CIP and the Receiving Agent may replace, substitute, assign or novate this agreement to any appropriately authorised and regulated member of their respective Group, and agree to notify the other party of such replacement, substitution, assignment or novation immediately.

9. Liability

- 9.1 Each party will at all times act in good faith and with reasonable care and due diligence in performance of their respective obligations under this agreement.
- 9.2 In this agreement indemnification shall not extend to indirect or consequential losses nor loss of profits, loss of reputation or internal costs.
- 9.3 The Receiving Agent shall not be liable for any losses to CIP or an Investor arising from any act or omission of the Receiving Agent taken in accordance with the terms of this agreement except to the extent that such loss is finally and judicially determined to be directly attributable to the negligence, fraud, or wilful default of the Receiving Agent or its associates or any of their respective employees.
- 9.4 The Receiving Agent shall not be liable for any losses to CIP or Investors in excess of the aggregate amount of fees received pursuant to this Agreement. Nothing in this Agreement shall limit the Receiving Agent's liability for fraud, fraudulent or negligent misrepresentations or for any loss which it would be unlawful to exclude.
- 9.5 The aggregate liability of CIP under this Agreement is limited to the amount of fees received by the Receiving Agent hereunder. In no circumstance shall CIP be liable in contract, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise under this Agreement for: (a) any losses (including loss of revenue, profits, contracts, business, or anticipated savings); or (b) any special, indirect or consequential losses; whether or not such losses were known to the parties at the commencement of this Agreement. Nothing in this Agreement shall limit CIP's liability for fraud or for any loss which it would be unlawful to exclude.
- 9.6 Without prejudice to clause 9.3, the Receiving Agent shall not be liable to an Investor in the event of:
- (a) an insolvency of any bank with which any funds have been deposited pursuant to this agreement or the Investor Agreement;
 - (b) any restriction on the ability of any person to withdraw funds from such bank for reasons which are beyond the reasonable control of the Receiving Agent; or
 - (c) any financial losses incurred as a result of changes in foreign exchange rates occurring between the time of depositing funds in the Client Account and the time those funds are transmitted out of the Client Account. Furthermore CIP, and not the Receiving Agent, shall be responsible for selecting the exchange rate or any foreign exchange broker that may be used in any transaction. CIP shall support any loss caused by a fluctuation of the exchange rate occurring until any transactions are made from the Client Account.

10. Termination

- 10.1 This agreement may be terminated:

- (a) as soon as reasonably possible on written notice by the Receiving Agent to CIP if CIP (or its Principal firm) ceases to be appropriately authorised under FSMA in relation to its roles in respect of the Offer; or
- (b) as soon as reasonably possible on written notice by one party to the other party if that other party ceases to carry on business or goes into liquidation or receivership; or
- (c) by either party giving written notice to the other party if that other party is in material breach of this agreement and (if capable of remedy) that party fails to remedy the breach within ten (10) Business Days of being notified of the breach.
- (d) by either party at any time, giving one (1) months' notice. If CIP are the party giving notice, the minimum annual amount will be payable pertinent to the last day of the notice period, as per Appendix 2.

10.2 If, on termination (otherwise than pursuant to clause 10.1(a)), the Receiving Agent is to be replaced, and the Receiving Agent shall co-operate with CIP and with any new replacement provider of the Services to ensure an effective transfer of the Receiving Agent's responsibilities.

11. **Confidentiality**

11.1 Each party to this agreement will at all times keep confidential all information acquired in consequence of it, except for information which:

- (a) is in the public knowledge; or
- (b) which they may be entitled or bound to disclose under compulsion of law; or
- (c) where requested by regulatory agencies; or
- (d) is given to their professional advisers where reasonably necessary for the performance of their professional services; or
- (e) which is authorised to be disclosed by the other party,

and each party shall use all reasonable endeavours to prevent any breach of this clause 11.

The obligations of confidentiality under this Agreement shall terminate after a period of 1 year on the date of termination.

12. **Data Protection**

With respect to the Customer Personal Data held by the Receiving Agent for the Services, CIP appoints the Receiving Agent as data processor. Each of the Receiving Agent and CIP shall be responsible for compliance with the provisions of the Data Protection Act 2018, the General Data Protection Regulations 2018 (and any successor legislation) and the Data Protection Rider set out at Appendix 3 hereto and incorporated herein by this reference.

13. Notices

13.1 Any notice, other communication given or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this agreement shall be in writing in English and may be given to the relevant party if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid post, facsimile or by email transmission in permanent written form to the address, facsimile number or electronic mail address of the party receiving such notice given in clauses 13.3, 13.4 and 13.5 below or as may be notified between the parties for the purpose of this clause 13.

13.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

(a) at the time during normal business hours the same is left at the address of or handed to an authorised representative of the party to be served; or

(b) by post on the date two (2) Business Days following the date of posting; or

(c) in the case of a facsimile transmission at the time of receipt (save where receipt has not been confirmed); or

(d) in the case of electronic mail at the time of transmission (save where a notice of a failure to deliver the electronic mail has been received by the sender).

13.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted, or that the applicable means of electronic communication was addressed and despatched and despatch of the transmission was confirmed or acknowledged as the case may be.

13.4 The address of CIP is:

Address: Suite B, 139 High Street, Gosforth, Newcastle upon Tyne, NE3 1QX

Attention: Rebecca Roberts

Email: rebecca@convictionip.com

13.5 The address of the Receiving Agent is:

Address: 4th Floor, 50 Mark Lane, London EC3R 7QR

Attention: Director

Email: john.rowe@woodsidesecretaries.co.uk

14. Amendments

This agreement may be amended by agreement of CIP and the Receiving Agent in writing.

15. **Entire Agreement**

This agreement comprises of the entire agreement between CIP and the Receiving Agent relating to the provision of the Services in relation to any Investment Opportunity.

16. **Rights of Third Parties**

A party who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

17. **Severability**

If any term, condition or provision of this agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remainder of this agreement.

18. **Governing Law**

This agreement and all matters relating thereto (whether contractual or non-contractual) shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this agreement has been signed by the parties the day and year first above written

SIGNATURE PAGE

SIGNED (but not delivered until the date hereof) as a
DEED by **WOODSIDE CORPORATE SERVICES LIMITED**
acting by an officer in the presence of:

Anna Long
Director

WITNESS:

Witness Signature: *John Edward Rowe*

Witness Name: **John Edward Rowe**

Witness Address: **4th Floor, 50 Mark Lane, London EC3R 7QR**

Witness Occupation: **Director**

SIGNED (but not delivered until the date hereof) as a
DEED by **CONVICTION INVESTMENT PARTNERS LIMITED**
acting by an officer in the presence of:

R Roberts
R Roberts (Jan 6, 2022 14:28 GMT)
Director

WITNESS:

Witness Signature: *Mark Roberts*
Mark Roberts (Jan 6, 2022 14:37 GMT)

Witness Name: **Mark Roberts**

Witness Address: **43 Haddricks Mill Road, Newcastle upon Tyne, NE3 1QL**

Witness Occupation: **IT Consultant**

Appendix 1

Services

Part 1

Receiving Agent Services

1. Providing a service address for the purpose of the receipt of Application Forms and related correspondence in relation to the Services.
2. Providing a Client Account for receipt of Subscriptions which shall be a client money trust account.
3. Procure that the title of the Client Account clearly specifies that the account is not for the benefit of the Receiving Agent or any of its respective subsidiary undertakings and parent undertakings, nor anyone within its Group.
4. The administration and processing of Application Forms received from potential investors wishing to make a Subscription.
5. Ensuring the acceptance or rejection at the direction of CIP (for the avoidance of doubt, in processing such applications, the Receiving Agent may rely upon the confirmations, representations or instructions of Applicants believed in good faith to be genuine or to be signed by properly authorised persons).
6. Receive Subscriptions and lodge any Subscription cheques into the Client Account.
7. If the Receiving Agent has collected funds from an Applicant in respect of their Subscription but the Applicant is not accepted as an Investor by CIP, the Receiving Agent shall promptly return those funds to the Applicant and in any event within fifteen (15) Business Days after the last day of the Subscription Term.
8. Undertake money laundering enquiries where necessary.
9. Create and maintain a schedule in respect of the Offer (each being an **Investor Schedule**) of Subscription Amounts, Subscriptions, Adviser Charges (if applicable) and fees and expenses received and paid out by the Receiving Agent upon receipt of appropriate written instructions from CIP.
10. Deliver a copy of the Investor Schedule to CIP by email on every Business Day that it has been updated, or at such times as CIP and the Receiving Agent may agree from time to time and report, at the request of CIP, on the cash balance of the Client Account.
11. Pay the Subscriptions (less any fees or adviser charges that may be paid or retained in the Client Account as necessary) to the bank account details as instructed by CIP.
12. Allocate and return cash to prospective Investors upon the appropriate written instructions of CIP.

Part 2
Additional Services

The following additional services will be subject to the fees set out in Part 2 of Appendix 2 (if applicable):

1. Processing notices of withdrawal.

Appendix 2

Fees

Part 1

Fees for Receiving Agent Services

A fee of £2,500 plus all related disbursements and bank charges plus VAT will be payable upfront.

The following bank charges will also be applied:

- A monthly Client Account operation fee of £15 plus VAT (charged only whilst the account is in operation);
- A fee of £7 plus VAT for each transaction made via Faster Payments;
- A fee of £25 plus VAT for each transaction made via CHAPS;
- A fee of £35 plus VAT for each transaction which is an international payment;
- A monthly fee of £25 plus VAT per user for “read-only” access to the Client Account (if required).

Part 2

Fees for Additional Services

A fee of £25 will be charged for each notice of withdrawal received and processed.

Part 3

Payment of Fees

Unless otherwise notified by the Receiving Agent, CIP shall pay the fees referred to in this Appendix 2 by cheque or by bank transfer to the Receiving Agent’s Bank Account, details of which are provided below. Such fees notified to the Company by the Receiving Agent in writing are payable not later than seven days of the invoice being issued.

Bank Name and Address: Metro Bank plc, One Southampton Row, London, WC1B 5HA

Account Name: Woodside Corporate Services Limited

Account Number: 15986743

Sort Code: 23-05-80

Appendix 3

Data Protection Rider

In this data protection rider, the term **Data Processor** shall mean the Receiving Agent in respect of the Services.

1. Customer Personal Data

With respect to the Customer Personal Data, CIP appoints the Data Processor as data processor. The Data Processor will not assume any responsibility for determining the purposes for which and the manner in which the Customer Personal Data is processed except when in its possession.

2. Customer Personal Data to be collected

2.1 The Data Processor will receive information that will genuinely be used for the purposes set out in this agreement. Specifically, the Data Processor will receive, without limitation:

- (a) all of the information submitted to the Data Processor including any information provided when potential investors are making an application or registering interest in relation to the Investment Opportunity, along with the information sent to the Data Processor in emails and text messages, or on social media platforms (such as Facebook or Twitter);
- (b) all of the information provided to the Data Processor by third parties such as information provided by an employer or organisations;
- (c) information provided to the Data Processor in response to surveys or competitions;
- (d) information sent to the Data Processor on email or secure message;
- (e) information given to the Data Processor via the telephone;
- (f) details of any bank account details used in relation to the Investment Opportunity;
- (g) information that is sent to the Data Processor as part of the "know your client" compliance checks;
- (h) information on what is viewed, clicked on and accessed in and through the Data Processor's marketing emails and text messages (SMS or MMS) or website. The Data Processor may collect the time and geographic location of the device; and
- (i) information given to the Data Processor by Investors in the Investor Agreement or other related documents that may contain another person's personal data. If such data is provided, the Investors confirm that they have been appointed to act for them, they consent to the Investor providing their personal data to the Data Processor and any processing of their personal data and that the Investor has informed them of the Data Processor's identity and the purpose for which their personal data will be processed (as set out in this agreement).

3. How Customer Personal Data will be used

3.1 The purposes for which the Data Processor may process Customer Personal Data include (without limitation):

- (a) providing the Services set out in this agreement;
- (b) where services are requested from third-party providers, making introductions to third-party providers and sharing Customer Personal Data with such third-party providers for this purpose;
- (c) the compliance with a request made to the Data Controllers;
- (d) verification of identity checks and bank details, including use of the services of a credit reference agency or fraud prevention agencies;
- (e) the transfer of information to the Official Receiver or appointed insolvency practitioner(s), if a Data Controller receives notice of or is informed of an Investor's or CIP's insolvency or bankruptcy, or of any insolvency proceedings/arrangements;
- (f) enforcing or obtaining settlement of debts owed to the Data Processor, including sharing information with any debt collection, debt tracing or other agent for these purposes;
- (g) any use of Customer Personal Data to comply with legal or regulatory obligations, including disclosing Customer Personal Data to a third party if required to do so by law, or if requested to disclose information to the Financial Conduct Authority, HM Revenue & Customs or any other regulatory or fiscal authority in any country, the London Stock Exchange plc and ICAP or the operator of any market on which investments are held;
- (h) sharing with HM Revenue & Customs and/or any domestic and/or any foreign tax authority any information or documentation that has been provided with respect to liability to tax in any jurisdiction (both within the UK and, if applicable, internationally) and/or in response to requests from such authorities;
- (i) to respond to any questions, suggestions, issues or complaints raised;
- (j) to protect the Investors and CIP against any other potential criminal behaviour, including potential identity theft and fraud; and
- (k) to maintain administrative and statutory records about its business to enable the Data Processor to understand how, when, where and at what price and account to the tax authorities for the related taxes that they have to pay.

4. Sharing Information

4.1 In order to provide the services set out in this agreement, the Data Processor may pass information to other people and businesses as set out below.

- 4.2 The Data Processor may, only to the extent essential for the provision of the Services, share the information collected with:
- (a) their Group companies, brands and business units that have relationships with customers and users where this is necessary for the purpose of continuing to provide the Services set out in this agreement;
 - (b) third-party service providers;
 - (c) other people and businesses who help provide the Receiving Agent's services, for example payment services companies who enable the Data Processor to store details of and allow Investors to use payment cards;
 - (d) insurers and insurance brokers where required in order to be able to obtain insurance against risks faced by the Data Controllers. They may retain this information for the purpose of ongoing risk assessment and insurance broking and underwriting services;
 - (e) credit reference agencies and banks and finance companies (including TraceSmart and Experian) who provide anti-fraud and identity information. When sent for anti-fraud purposes, the recipient organisation may hold information on file for the purposes of their fraud-prevention services in the future;
 - (f) professional advisors, for example lawyers and technology consultants where this is necessary for the purpose of continuing to provide the Services set out in this agreement;
 - (g) the Police, Local Authorities, Her Majesty's Revenue and Customs (HMRC) the Courts and any other central or local government bodies where they request it and the Data Controllers are legally obliged to disclose it, for example for the prevention and detection of crime;
 - (h) other people who make a subject access request, where allowed to do so by law; and
 - (i) any new business partners the Data Controllers may have over time, for example a joint venture, reorganisation, business merger or sale affecting a Data Controller.
- 4.3 The Data Controllers also may share the information collected where legally obliged to do so to comply with a court order.
5. The Data Processor will and will procure that all Sub-contractors will:
- 5.1 unless otherwise requested by CIP, process the Customer Personal Data only to the extent, and in such manner, as is necessary for the provision of the applicable Services and only in accordance with instructions from CIP (which may be specific instructions or instructions of a general nature as set out in this agreement or as otherwise notified by CIP to the Receiving Agent at any time);
 - 5.2 implement, keep under review and update when necessary, appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or

unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and

5.3 notify CIP of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of the Customer Personal Data as soon as it becomes aware and keep CIP informed of any related developments.

6. The Data Processor acknowledges:

6.1 that CIP is relying upon the Data Processor's skill and knowledge in order to assess what is 'appropriate' to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and

6.2 that the technical and organisational measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss, destruction or damage to the Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected.

7. **Assurances**

7.1 The Data Processor will ensure:

(a) the reliability of any employees and Sub-contractor personnel who have access to the Customer Personal Data;

(b) that all employees and Sub-contractor personnel involved in the processing of the Customer Personal Data have undergone adequate training in the care, protection and handling of personal data; and

(c) that all such employees and Sub-contractor personnel perform their duties strictly in compliance with the provisions of clause 11 (Confidentiality) of this agreement by treating such Customer Personal Data as Confidential Information.

8. **Transfer of Customer Personal Data outside of the EEA**

8.1 Although the Receiving Agent is a business based in the UK, it may be necessary in providing the Services under this agreement, for Customer Personal Data to be processed in countries outside the EEA which may not have the same data protection laws as the United Kingdom or other countries in the EEA. In the event it is necessary for the Data Processor to transfer Customer Personal Data outside the EEA it will ensure adequate safeguards are in place to protect Customer Personal Data before making the transfer and will not transfer Customer Personal Data if it cannot be sure it is sufficiently protected.

8.2 Please note that information protection laws do vary from country to country. In particular, the law of the country in which you are resident or domiciled may offer a higher standard of protection than the laws in the United Kingdom and/or those other countries in which we store and use the information we collect. The transfer of information to other countries could result in that information being available to government and other authorities in those countries under their laws.

9. Holding Customer Personal Data

- 9.1 Customer Personal Data will not be retained for longer than necessary to achieve the purpose for which that data was obtained. In addition, the Data Controllers are required by law or by rules made by the Financial Conduct Authority to retain certain types of information for specified time periods.
- 9.2 The Customer Personal Data will then be either securely deleted or anonymised.
- 9.3 The Receiving Agent shall erase or rectify data without undue delay when requested to do so by the data controller, if such data is not required to facilitate ongoing satisfaction of the service being provided, to ensure that the data subjects right to erasure and right to rectification are respected.
- 9.4 The Receiving Agent shall make available to the data controller all information necessary to demonstrate compliance with its data protection obligations and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.

Appendix 4

Taxation Information

Part 1

Foreign Tax Reporting Scheme Information

1. Subject to paragraph 3, each party shall, within 10 Business Days of a request by another party:
 - 1.1 confirm to that other party whether or not it is within the remit of a Foreign Tax Reporting Scheme.
 - 1.2 supply to that other party such forms, documentation and other information relating to its status as that other party reasonably requests for the purposes of that other party's compliance with any Foreign Tax Reporting Scheme.
2. Pursuant to paragraph 1.1 if a party becomes aware that they subsequently fall/cease to fall within the remit of a Foreign Tax Reporting Scheme, that party shall notify that other party promptly.
3. This Appendix shall not oblige any party to do anything which would or might in its reasonable opinion constitute a breach of:
 - 3.1 any law or regulation; or
 - 3.2 any fiduciary duty; or
 - 3.3 any duty of confidentiality.
4. If a party fails to confirm whether or not it is within the remit of a Foreign Tax Reporting Scheme or to supply forms, documentation or other information requested in accordance with paragraph 1.1 or 1.2 (including, for the avoidance of doubt, where paragraph 3 applies), then such party shall be treated for the purposes of this agreement or any Investor Agreement (and payments under them) as if it does fall within the remit of a Foreign Tax Reporting Scheme until such time as the party in question provides the requested confirmation, forms, documentation or other information.
5. If an Investor is a Tax Obligor or the Receiving Agent reasonably believes that its obligations under a Foreign Tax Reporting Scheme regulation require it, CIP shall, within 10 Business Days of:
 - 5.1 where an Investor is a Tax Obligor, the date of any Investor Agreement; or
 - 5.2 the date a new Tax Obligor becomes party to an Investor Agreement or becomes a Tax Obligor; or
 - 5.3 where an Investor is not a Tax Obligor, the date of a request from the Receiving Agent;
 - (a) supply to the Receiving Agent:

- (i) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
 - (ii) any withholding statement or other document, authorisation or waiver as the Receiving Agent may require to certify or establish the status of the Investor under A Foreign Tax Reporting Scheme.
- 6. The Receiving Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from CIP pursuant to paragraph 5 to the relevant Investor.
- 7. If any documentation or information provided to the Receiving Agent by CIP pursuant to paragraph 5 is or becomes materially inaccurate or incomplete, that CIP shall promptly update it and provide such updated documentation to the Receiving Agent unless it is unlawful for CIP to do so. The Receiving Agent shall provide any such updated documentation or information received from CIP pursuant to this paragraph 7 to the relevant Investor.
- 8. The Receiving Agent may rely on any documentation or written information it receives from CIP pursuant to paragraph 5 or 7 without further verification. The Receiving Agent shall not be liable for any action taken by it under or in connection with paragraphs 5, 6 or 7.

Part 2

Foreign Tax Reporting Scheme Deduction

- 1. Each party may make any Foreign Tax Scheme Deduction (**Deduction**) or payment it is required to make by a Foreign Tax Reporting Scheme and no party shall be required to increase any payment in respect of which it makes such a Deduction or otherwise compensate the recipient of the payment for that Deduction.
- 2. The Receiving Agent may make any Deduction if CIP is in breach of paragraph 5, and any payment required in connection with that Deduction, and the Receiving Agent shall not be required to increase any payment in respect of which it makes such a Deduction or otherwise compensate the recipient of the payment for that Deduction.
- 3. Each party shall promptly, upon becoming aware that it must make a Deduction (or that there is any change in the rate or the basis of such Deduction), notify the party to whom it is making the payment and, in addition, shall notify the other party.











Receiving Agent Agreement_CIP (Hullabalook 2) 050122

Final Audit Report

2022-01-06

Created:	2022-01-06
By:	Anna Long (anna.long@woodsidesecretaries.co.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZUwcqJkak-4ek8kZ3kHcmRCCH68VmtOO

"Receiving Agent Agreement_CIP (Hullabalook 2) 050122" History

-  Document created by Anna Long (anna.long@woodsidesecretaries.co.uk)
2022-01-06 - 11:27:21 AM GMT- IP address: 62.133.9.106
-  Document emailed to John Rowe (john.rowe@woodsidesecretaries.co.uk) for signature
2022-01-06 - 11:28:46 AM GMT
-  Email viewed by John Rowe (john.rowe@woodsidesecretaries.co.uk)
2022-01-06 - 11:29:17 AM GMT- IP address: 62.133.9.106
-  Document e-signed by John Rowe (john.rowe@woodsidesecretaries.co.uk)
Signature Date: 2022-01-06 - 11:29:27 AM GMT - Time Source: server- IP address: 62.133.9.106
-  Document emailed to R Roberts (rebecca@cip.ltd) for signature
2022-01-06 - 11:29:29 AM GMT
-  Email viewed by R Roberts (rebecca@cip.ltd)
2022-01-06 - 2:28:33 PM GMT- IP address: 94.177.15.168
-  Document e-signed by R Roberts (rebecca@cip.ltd)
Signature Date: 2022-01-06 - 2:28:59 PM GMT - Time Source: server- IP address: 31.50.76.207
-  Document emailed to Mark Roberts (mark.roberts@sempreanalytics.com) for signature
2022-01-06 - 2:29:01 PM GMT
-  Email viewed by Mark Roberts (mark.roberts@sempreanalytics.com)
2022-01-06 - 2:36:15 PM GMT- IP address: 31.50.76.207
-  Document e-signed by Mark Roberts (mark.roberts@sempreanalytics.com)
Signature Date: 2022-01-06 - 2:37:13 PM GMT - Time Source: server- IP address: 31.50.76.207

✔ Agreement completed.

2022-01-06 - 2:37:13 PM GMT