

Kuber
Alternative
Investment
Platform

Adviser
registration
form and
terms of
business



be
simple

We make designing an EIS portfolio simplicity itself

Firm name

Firm address

Firm FCA number

Firm telephone
number

Please provide details of bank account to which adviser
remuneration (as agreed in advance with your clients)
should be credited.

Accounts
department
contact person

Email

Account name

Account number

Sort code

Bank name

Name

Email

Signature

Name

Email

Signature

Position

Date

Position

Date

Kuber Ventures Limited
Audley House,
12-12a Margaret Street,
London, W1W 8RH

Call 020 7952 6685

Email info@kuberventures.com

Visit www.kuberventures.com



Intermediary firms Terms of Business

This document sets out the terms which governs your with us. This document and the documents referred to in it replace all previous terms of business You have with us and should be printed and retained by you for reference.

1. Definitions:

In these Intermediary Terms of Business, when we refer to any of the terms which appear in bold below, these terms will have the following meanings:

Charges means payments to You which we agree to facilitate on Your client's behalf, as more fully described in the "Remuneration: Charges" sub-section;

Client means where appropriate, an individual to whom you provide services (including advice) and/or for whom You are acting as agent;

Client's investment means the value of Your client's investment via the Platform, including cash

Data Protection Act means the Data Protection Act 1998 as amended from time to time and all regulations and orders made under it;

Data subject is defined in the "Working with us: Data protection" sub-section;

Denial-of-service attack means an attempt to make a computer resource unavailable to its intended users;

FCA means the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS and its successors;

Platform means The Kuber Alternative Investment Platform.

Platform documents means the full terms and conditions that apply and which must be read by your clients before they invest via the Platform as set out in the Platform Guide, the Investment Guide, the Investment Management Agreement and the Application Form as those terms are defined in the Kuber Multi Manager EIS/SEIS Platform Scheme Guide, together with any related documents sent or made available to Your clients, all as amended from time to time;

Regulator means the FCA and/or your relevant local regulatory body or professional body and their successors from time to time;

Regulatory Rules means the Handbook of Rules and Guidance of the FCA and/or the rules and guidance of Your relevant local regulatory body as amended from time to time;

Remunerate means facilitating payment of charges on Your client's behalf;

Sensitive data is defined in the "Working with us: Data protection" sub-section;

Kuber means Kuber Ventures Limited (registered number 8693809) having its registered office at 25 Sackville Street, London, W1S 3AX

UK means the United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands;

We, Us or Our means Kuber accepting business from, or providing services to you, or your business writers from time to time; and

You or Your means the person or firm named in the registration form who is authorised by the Regulator or the relevant professional body. You may be a sole trader, a partnership, a limited liability company, a parent or holding company or company which operates as a network of intermediary firms and/or business writers (network)

Woodside means Woodside Corporate Services Limited, our independent administrator (registered number 467652) having its registered office at 50 Mark Lane, London EC3R 7QR

2. The Agreement between us

These Intermediary Terms of Business set out the following:

- > Who We can accept business from (“Submitting business”);
- > How We facilitate the payment of your charges You (“Remuneration”);
- > What You can do for Us (“Working with us”);
- > How we work together (“Working with You”); and
- > How your relationship with us may be changed or ended (“Changing or ending Our relationship”).
- > You are responsible for ensuring that Your employees, agents and subcontractors, and any network You are a member of, are aware of these Intermediary Terms of Business and comply with them.

Referring Clients

We can only accept clients from you and your business writers if:

- > You or your business writers are authorised to submit business to Us as an intermediary by the Regulator and
- > Your client meets our eligibility requirements (including residency) for the Platform.
- > You have confirmed to us in the Application Form that you have assessed the Schemes selected by your clients as suitable investments for them.

Client money

For client money purposes, you will act for your client and comply with Regulatory Rules.

You are not Our agent and We are not your agent or, following the deduction of charges in accordance with the “Remuneration: Charges” sub-section, your client’s agent. If you undertake to your client to pass monies to Woodside, You must do so promptly and without deduction. Woodside will not be liable for any client monies until they are received by them.

3. Remuneration

If instructed by the Client in the Kuber Application Form we will arrange for Administrator to facilitate the payment of charges on Your client’s behalf.

Obtaining Your client’s instructions:

Before Your client asks Us to facilitate payment on their behalf, You must:

- > Agree the amount of charges payable with your client; and
- > Provide and explain to your clients Our terms and conditions for facilitating payment of charges

Your client must provide us with clear instructions in the Kuber Application Form about the charges they are asking us to facilitate on their behalf

We may contact your client to validate their instructions

Carrying out Your client’s instructions:

We do not have to accept any instructions to facilitate payment of charges on your client’s behalf

If we agree to facilitate payment of charges on your client’s behalf, we will do so in accordance with:

- > your client’s instructions and
- > any other terms we agree with your client and communicate to you

We cannot facilitate payment of charges unless Your client has provided Us with sufficient funds.

When properly due, Woodside in their capacity as administrator for the Platform will deduct the charges from your client’s investment and credit Your adviser account.

You agree that once charges have been deducted from your client's investments:

- > the charges are no longer your client's money
- > the charges become a debt owed to you; and
- > your client's obligations to pay the charges to You is discharged and you will not make a claim against Your client for the charges unless we subsequently reimburse your client

Disclaimer

You acknowledge that we are not party to the remuneration arrangements between you and your client and that we are not responsible for setting the remuneration payable under those arrangements.

We will not be liable if we refuse to facilitate payment of any charge or for carrying out any of your client's instructions in relation to the facilitation of charges.

In particular, if your client cancels their investment during the cooling-off period or your client informs Us that an error has been made with respect to the facilitation of charges, We may at our absolute discretion reimburse your client and recover the charges from you. It will be your responsibility to obtain any payment that is due directly from your client directly.

When We will not facilitate payments to you

We reserve the right not to facilitate payments to you, if:

- > You are not (or cease to be) authorised by the Regulator in full or in part, or
- > the Regulator suspends your authorisation in full or in part;
- > the business submitted is outside the scope of permissions granted to You by the Regulator;
- > you do not have (or cease to have) the necessary regulatory permissions to continue providing services in respect of the business to which the remuneration relates;
- > we tell you that we will not accept any business from you and you continue to submit business to us;

- > the business is submitted by one of your business writers from whom we have told you We will accept no further business;
- > it appears to us that another intermediary is entitled to the remuneration for the business submitted to us;
- > any event you are required to notify us of in "Working with us" section occurs;
- > you tell us that you have stopped providing the services to which the remuneration relates;
- > you or your client tells us not to, or tells us to stop;
- > your client does not pay any contributions at all, or terminates the contract for the business placed with us or transfers the business to another product provider;
- > your client appoints a new intermediary;
- > you no longer act for the client to which the remuneration relates;
- > your client dies, from the date of death;
- > you have breached these Intermediary Terms of Business;
- > we end our relationship with you; or you die and you were a sole trader.

Remuneration – Repayable

You will repay to the Administrator any remuneration which:

- > You were not entitled to receive – for example if the Administrator has have paid You in error or overpaid You or the contract to which the payment relates is declared void or does not come into effect;
- > relates to business that Your client cancels during the cancellation or cooling-off period; or
- > The Administrator has reimbursed to Your client for any reason

4. Working together

Regulatory rules

If any legislation and/or regulatory rules change on how you may receive remuneration you, We will comply with them and they will prevail over any other terms We agree with You.

Settlement

We will pay your remuneration in accordance with Our settlement frequency and minimum settlement amount. The Administrator will not pay any interest on your remuneration.

Value Added Tax (VAT)

It is Your responsibility to account for the applicable VAT payable (if any) in relation to the remuneration that the Administrator you. All remuneration payments made to you by us will be deemed to be inclusive of VAT where appropriate.

Debt

We reserve the right to charge you interest on debts which have been outstanding for three months or more. We will apply the same interest rate as the rate for English County Court judgement debts, compounded monthly. You will also have to pay Us any legal fees we incur in recovering the debt from You.

Working with us

You must:

- > in all Your dealings with Us and Your clients act lawfully, in good faith, with integrity and in a professional and diligent manner and not in ways which could adversely affect Our reputation;
- > treat any confidential information You receive from Us as confidential;
- > use all adviser information received from Us for adviser purposes only and not pass it to Your clients;
- > provide information to Us that is true, accurate and complete in all if material respects;
- > be authorised and conduct all Your business in accordance with applicable Regulatory Rules;
- > embed the Treating Customers Fairly principles in Your business and be able to evidence this in Your business culture and practices;

- > comply with all obligations imposed on You by the Regulator,
- > comply with all the anti-money laundering obligations imposed on You by the Regulator and applicable legislation and Our own requirements for client identification, and upon request, provide Us with copies of the verification data, documents or other information;
- > comply with all applicable laws and Regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- > ensure that You disclose to Your client all remuneration and non-monetary benefits that the Regulator requires to be disclosed in respect of each piece of business sold;
- > ensure that You promptly provide to Us any documents that We require to obtain, validate or carry out Your client's instructions.

Before You submit to Us any applications on behalf of Your clients, discuss and explain to Your clients and give them reasonable opportunity to read the relevant documentation including the Platform Guide, the Investment Guide and any other literature specified by us from time to time . You must assess the suitability of each scheme your client wishes to invest in via the Platform and must notify us us if your assessment changes in relation to a client who is making regular contributions.

You must notify Us immediately if any of the following happen:

- > You stop acting as agent for any client who has placed business with Us;
- > You stop providing an on-going service to any client where we are remunerating you;
- > You cease to be authorised by the Regulator in full or in part or you apply to become de-authorised in full or in part or the Regulator suspends your authorisation and/or any of your permissions in full or in part;
- > You change the legal set up of Your firm, for example, if you change from being a partnership to a limited company;

- > You, Your principal, or any of Your directors or partners or business writers:
 1. are charged with or convicted of an offence of dishonesty, for example fraud or theft;
 2. enter administration;
 3. enter in to a voluntary arrangement with creditors;
 4. have filed against you (or them) a petition for or pass a resolution for you (or their) bankruptcy or winding up; or
 5. have a receiver or administrative receiver appointed over your (or their) assets
- > if a business writer ceases to be one of your business writers.

Treating Customers Fairly

We and You have individual responsibilities to the Regulator to treat customers fairly.

Intellectual property

You must respect Our intellectual property rights.

You must not

- > use any of Our trademarks or copyright materials in such a way that it adversely affects Our brands or reputation, or suggests that You are connected to Us or that there is a partnership or joint venture between us;
- > register any domain name, create any subdomain or apply to register any trade mark which includes or is confusingly similar to any of Our domain names, company names, trading names, brands or trade marks;
- > Use any of Our trade marks, or any other words confusingly similar to any of trademarks, company names, trading names or brands in sponsored links, URLs, Websites, subdomains or metadata, or a sponsored keywords in internet searches engines.

Indemnity

You must indemnify us for any loss incurred by us if any of the following happen:

- > You submit business to us beyond your authorisation;
- > You supply incorrect information to us;
- > You infringe any of Our intellectual property rights;
- > any intellectual property provided by You to us, infringes the intellectual property rights of a third party;
- > we make any compensation, goodwill or other payment to any of your clients which (i) relates or is connected to any failure by you to fully comply with these terms, or (ii) relates to the relationship between you and your client; or
- > You fail to notify us of any of the activities You are required to notify us about, set out above.

Data protection

You and the relevant members of Kuber are each data controllers of the personal data that is processed in relation to your clients and our customers. Data controller has the same meaning as that in the Data Protection Act. You and the members of Kuber are independently responsible for complying with the Data Protection Act.

Security

You must keep secure any security information (for example, identifiers, passwords, digital certificates) which you use to access information provided by us on your computer systems or on a third party's computer system (for example portal service providers, back office software providers).

You must inform us immediately if one of your employees, agents or subcontractors ceases to be entitled to access any of our secure on-line services.

5. Communicating with you.

General

We may communicate with you in a number of ways including by telephone, fax, post, e-mail and other forms of electronic messaging. We do not accept communications by SMS message.

You must advise us of any change to your contact details, including e-mail addresses and telephone numbers. We are entitled to rely on any communications which you send and which We receive.

Electronic communication

We prefer to communicate with you by e-mail. You must provide us with valid e-mail addresses.

We scan all outgoing e-mails for viruses but will not be responsible for any damage caused by a virus or alteration by a third party after an e-mail is sent. We recommend that you employ reasonable virus detection and protection measures when accessing e-mails we send You.

Please remember that there can be no guarantee that We will receive any e-mail You send to us, or that the content of the e-mail will remain private or unaltered during its transmission to us. We do not accept responsibility for any loss or damage You may suffer as a result of failed, delayed, undelivered, altered or corrupted e-mails or other electronic messages.

6. Liability

Nothing in the terms of this document will exclude or limit Our liability for death or personal injury which has been caused as a result of Our negligence, fraud, fraudulent misrepresentation or wilful default, or for any other liability which we are not permitted to limit or exclude by law. However, and subject to the previous sentence, We will only be liable to You for losses you suffer to the extent that these arise directly as a result of Our negligence, fraud, fraudulent misrepresentation or wilful default.

Subject to the paragraph immediately above, we use reasonable endeavours to ensure that all information and data We supply to You is accurate, current and complies with all relevant UK laws and regulations at the time of issue. However We cannot guarantee that this will be the case. We do not accept liability

Monitoring

We reserve the right to monitor the use and content of e-mails which you send us for the purposes of ensuring compliance with Our own e-mail policy, and identifying and taking action against unlawful or improper use of Our systems, including, but not limited to, spoofing, the transmission of computer viruses denial-of-service attack. Calls may be monitored and/or recorded to protect both you and us and help with our training. Call charges will vary.

Social media

We may engage with You from time to time using social media channels (for example, Linked In, Facebook and Twitter) on topics of general interest. However, because social media channels are not private or secure, We will not use them to communicate with you on confidential, financial or sensitive matters concerning you, your business, your clients or your relationship with us.

We may remove any message which appears on any of Our social media channels at any time. We do not accept responsibility for any loss or damage You may suffer as a result of using Our social media channels.

Communicating with Your clients

We reserve the right to send documents and communications directly to your clients where this is necessary, for example , for legal reasons.

or responsibility for any information and data that is produced by a third party. For example, this may be out of Our control where We are reliant on a third party to provide accurate information or data. Although carefully verified, data computations which are not generated by Us are not guaranteed by Us and may not be complete or accurate.

Compensation payments

In certain circumstances we may pay compensation to You to cover what in our opinion is Your reasonable loss if but only if, in Our opinion, all of the following apply:

- > you were required to carry out additional work of an exceptional nature (“additional work”); and

- > the additional work was as a direct result of our negligence, fraud, fraudulent misrepresentation or wilful default; and
- > in law you may be entitled to claim against Us for any loss incurred as a result of the additional work and We believe it would be sensible and economical for the claim to be settled;
- > we will consider each claim on its own merits. To ensure that We treat all intermediaries equally, any hourly rates that We use when determining the value of any compensation We offer will be capped at a level we consider to be fair and reasonable. These hourly rates may be less than you charge your clients.

Any compensation payment will be made without any admission of liability and in full and final settlement of your claim.

Additional services

We may offer You additional services, for example training. We will notify you of any additional terms of use for these additional services.

Where the additional terms of use require acceptance by you, We will consider you to have agreed to any additional terms of use if any of Your employees, agents or subcontractors agree to the terms on Your behalf.

You will comply with and be bound by the additional terms and conditions with effect from the first use of the relevant services by you or one of your employees, agents or subcontractors.

7. Changing or ending Our relationship

Changes to these Intermediary Terms of Business.

From time to time We may make changes to these Intermediary Terms of Business, for example due to changes in legislation, new industry regulations or changes to Our business requirements.

We will aim to give you at least 30 days' notice of the change. If the reason for the change is because of a change in legislation or by a regulator then We may not be able to give You 30 days' notice but We will let You know as soon as reasonably practical.

Any new version of this document will automatically replace the previous version and will govern Your relationship with Us and all business You place, or have placed, with us.

If You are not prepared to work with Us on the basis of any new terms, You must contact Us to let Us know that You wish to end Your relationship with us.

Notices

Any notice we give you under these Intermediary Terms of Business (including notice of any changes We make to them) may be validly served by:

- > posting it clearly on Our Website;
- > sending it by e-mail or fax to the address or fax number You have notified Us of; or
- > posting it to Your main place of business or any

other address You may notify Us of from time to time.

Any notice will be deemed to have been served:

- > on the day it was posted by Us on Our Website;
- > on the day it was sent by e-mail, provided no non-delivery message is received by the sender;
- > when dispatched if sent by fax, provided no non-delivery message is received by the sender; or;
- > five business days after posting if the notice is sent by post.

Ending Our relationship

Our relationship may be ended by You or Us at any time

If your relationship with us ends:

- > we will stop remunerating you
- > we will endeavour to ensure that your clients' interests are protected and that they are treated fairly, during any transition period; and
- > any provision of these Intermediary Terms of Business which is expressly or by implication intended to come into or continue in force on or after Your relationship with us ends will not be affected by the ending of the relationship.

8. Miscellaneous

Nothing in the terms of this document is intended to or will create a partnership or agency relationship between us and you. You are not authorised to make or enter into any commitments for or on behalf of us.

If we fail to enforce any of Our rights regarding Our relationship with You on any occasion, this will not stop Us from enforcing them on another occasion.

If any of these terms are found to be unenforceable by a court, then that will not affect the other terms.

The terms of this relationship shall not be enforceable by anyone other than You or us. For clarity Kuber shall be entitled to recover any loss suffered by it in connection with these Intermediary Terms of Business and generally to enforce these Intermediary Terms of Business in its own right in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

These Intermediary Terms of Business and Your relationship with Us will be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

Important information

Important Notice/Terms and Conditions

Please read the following information carefully as a professional adviser.

EIS, SEIS and BPR portfolios are not suitable for all investors as the underlying investments are often illiquid and therefore high risk. Advice should always be sought from a professional adviser prior to investing.

Kuber Ventures Limited's advisors are all regulated by the Financial Conduct Authority and can be found on www.fca.org.uk

Kuber Ventures Limited FRN 574987 is an Appointed Representative of Sturgeon Ventures LLP which are Authorised and Regulated by the Financial Conduct Authority. Kuber Ventures Limited's registered office is: Kuber Ventures Limited, North West House, Audley House, 12-12a Margaret Street, London, W1W 8RH. Registered number: 8693809, VAT: 175 9290 69.

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