GENERAL TERMS OF BUSINESS

Investment Services

This document sets out the terms and conditions under which Templar EIS will provide its services to you. It is important that you read it fully, in conjunction with any other material provided by Templar. If there is something you do not understand, please ask for an explanation.

This Terms of Business (TOB) sets out our respective obligations and should be read in conjunction with any other material provided by Templar.

You will also be provided with a personal Suitability Report, along with an Investment Proposal by the asset manager recommended.

Templar clients can be EU resident, The services are the same to all clients wherever they reside, however, the regulatory oversight and protections offered can vary.

EU resident clients: The Malta Financial Services Authority (MFSA) is the competent authority which regulates Templar EIS Ltd ("Templar"). Templar is directly licensed by the MFSA (no. C70357) to provide, in terms of the Investment Services Act, investment advice and reception and transmission of orders in investments. Full details can be seen on the Malta Financial Services Register on the MFSA's website https://www.mfsa.mt/financial-services-register/ or by calling the MFSA at +356 2144 1155

The Company does not handle clients' money. We never accept a cheque made payable to us or handle cash (unless it is payment in settlement of charges agreed with you).

PRODUCTS AND SERVICES

As investment advisers we are not restricted in respect of the range of investments, investment services or associated services we can recommend. We provide impartial, independent, professional advice to both individuals and corporate clients on a wide range of investment areas. This is backed up with independent research, full transparency at all times and no connections whatsoever to any other investment service provider (no conflicts of interest). Our advice is therefore based on a fair and personal analysis. When necessary, we work in conjunction with other professionals such as solicitors, accountants, trustees & human resources to create a comprehensive solution for any client needs.

In line with our licence we provide investment services in connection with transferrable securities, money market instruments and units in collective investment schemes. The risks of any such instruments vary significantly and such risks are always fully explained before proceeding with any transaction.

Our Personal Recommendation Investment Service level is only available in circumstances where clients are willing to disclose the full facts of their circumstances and are happy to follow the process leading to a personal recommendation.

Under the rules of our regulator, the MFSA, we cannot accept payment or benefit from other firms unless it is designed to enhance the quality of service provided and does not conflict with our duty to act in our clients' best interests.

Approved Investments and Investment Services

The Investment Body of Templar approves and monitors investments & investment services as suitable (or not) for our clients, in alignment with EU legislation. The purpose of any advisory process is to identify the right approved investment(s) identified by the Investment Body.

GENERAL RISKS

Templar's role is to research and source investments that are suitable for our clients. The general objective of investing is to achieve a growth on investments over the medium to long term that is greater than cash and greater than inflation. Returns can never be guaranteed unless explicitly stated as such. If advised, any investments arranged will be at the right risk for you, however the general risks of investing are:

- Governments can and do change the rules on tax efficient vehicles.
- Investing is not a risk-free activity and the value of any investment or portfolio of investments will vary and may reduce below any capital amount invested.
- Depending on market conditions you may not realise the initial sum invested, especially if you chose to realise your investments in a short time frame.
- Income generated from investments is variable.
- Past performance is no guarantee of future returns.
- The price of units and the income from them can fall as well as rise.
- There may be occasions when an individual fund or funds within a portfolio have a higher risk rating than your overall stated attitude to risk. If this is the case, then the overall risk rating applied to all of the combined funds recommended will still be designed to meet your stated tolerance.
- Inflation may diminish the value of an investment. The purchasing power of the invested capital decreases when the inflation rate is higher than the return generated by the securities.
- Currency risk: it is important you invest in the currency you intend to spend your money in OR you understand the risks if you invest in a currency different to the one in which you spend

All investment fund allocations are restricted to regulated funds, taking a diversified approach, with daily/monthly pricing and access.

HOW WE WORK

- We conduct research on investments suitable for our clients.
- We confirm a fee structure for the provision of our service.
- We provide a risk and recommendation report, which identifies the right investment and provider for you.
- Immediately at set up or on an ongoing basis, we will recommend any appropriate change to your investments in writing.
- We will advise you to change to a more suitable investment, if over time they fall out of favour with the Investments Bodies considerations.
- We do not take or earn any fees or inducements or commissions whatsoever. Our only earnings are those that our clients chose to pay.
- We look to confirm that any approved investments work in a similar manner.
- We are available to talk about this business or other financial subject matter, should you choose to contact us.
- For those clients who engage in an ongoing annual service, an annual periodic suitability assessment will be provided as a minimum.
- Communications and documentation are handled in English

ACCOUNTING TO YOU

Templar annual review reports will detail valuations, along with costs and charges.

CLIENT CATEGORISATION

In providing investment services to you, Templar categorise you as a Retail Client. The type of client category determines the level of protections afforded to you under the regulatory system. As a retail client the regulatory protections available to you are the highest available. EU resident clients may take any complaint to the MFSA.

TEMPLAR SERVICE CHARGES

As Investment Advisers, Templar act on behalf of our clients and are bound by our regulators to offer transparent and appropriate services. The purpose of a transparent fee structure is to demonstrate that the cost of any service is fair and not influenced by any other factor not disclosed. Templar are not influenced by remuneration coming from any financial service products, other than disclosed here. Most fees agreed with our clients are paid to Templar through the Investment Services provider, unless the clients opt to pay Templar directly.

No charges are incurred on works commenced until they are agreed in writing between you and Templar.

CONFLICT OF INTERESTS

Templar is an independent company. The company and its advisers have no conflicts of interest or interest in other EU authorised financial service companies. Its only earnings are those derived from its clients, on a transparent basis. However, if Templar becomes aware that our interests or those of one of our other clients conflict with your interests, we will write to you to detail the steps we will take to ensure fair treatment and obtain consent before we carry out your instructions. Where a situation of conflict of interest cannot be avoided Templar will disclose this to you prior to a transaction or as soon as the situation emerges.

DISCLOSURE

The Company discloses all charges of all providers it may recommend, including all of its own earnings.

TERMINATION OF SERVICE & AMENDMENTS

You or Templar may terminate our authority to act on your behalf at any time, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated, which will be completed according to Fee Agreement in place, unless otherwise agreed in writing. You will be liable to pay for any transactions instructed, made, or carried out prior to termination and any fees which may be outstanding.

From time to time it may be necessary to amend the terms set out in this agreement, but not necessary to issue a new agreement. We will write to you with details of the changes at least 28 business days prior to any changes.

RIGHT TO WITHDRAW

In the case of many packaged investment products, a right to withdraw or cancel the contract within a specified period is normally provided. Details of such rights are ordinarily contained in the product literature such as the provider's Key Features Document. Templar may provide details of such rights in a separate communication.

INVESTMENT OBJECTIVES & RESTRICTIONS

Following the issue of this TOB, any subsequent service, advice or recommendation offered to you will be based on the service level agreed, including your acceptable level of risk and objectives identified. Unless confirmed in writing, such as by means of a review, Templar will assume that you do not wish to change or place any restrictions on the service level or advice given.

CLIENT IDENTIFICATION AND SOURCE OF FUNDS

Under the Prevention of Money Laundering regime, you are required to produce satisfactory evidence of identity and the source of funds to be invested. The Company reserves the right to request any additional information which may be necessary in order to verify your identity and provenance of funds to be invested and source of wealth, including using electronic identity verification systems and conducting checks from time to time throughout the course of our relationship with you.

You further represent and warrant that the monies and Instruments which form the subject of this Agreement and any future additions thereto have not originated and will not originate from activities or transactions which are a criminal offence in Malta or which if carried out in Malta would constitute such an offence or comprise property, the receipt ownership or control of which would be such an offence.

COMPLAINTS

If you are not satisfied with the advice or any aspect of our service, we encourage you to contact us as soon as possible. We will do our best to resolve your concerns. Complaints may be made either by letter, e-mail, telephone or in person.

If you choose to submit your complaint in writing, it is to be addressed to: **The Compliance Officer, Templar EIS Limited, 2nd Floor, 264 Triq Il Kbira, Mellieha, MLH 2317, Malta.**

The Company will take all reasonable steps to handle your complaint or concern in a fair and efficient manner. The Company shall keep records of each complaint and the measures taken for its resolution. Any complaint will not prejudice your legal rights and you may request a copy of our Complaints Policy and procedures at any time.

EU Residents

Question or concerns about any aspect of our service, please contact:

Email: info@templar-eis.com

Web: templar-eis.com/contact-us/

Tel +356 2707 5754

Post: Templar EIS Ltd. 264 - 2nd Floor, Triq Il-Kbira, Mellieha, MLH 2317, Malta

The Company will take all reasonable steps to handle your complaint or concern in a fair and efficient manner, but if the Company cannot resolve the situation to your satisfaction, the matter can be referred to the Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square Floriana FRN 1530, Malta www.financialarbiter.org.mt

COMPANIES ACT DISCLOSURE

The Company: Templar EIS Ltd t/a Templar European Investment Services
Registered in Malta, Registered number C70357
Registered Address: 2nd Floor, 264 Triq Il-Kbira, Mellieha, MLH 2317, Malta
The Company is licensed to provide investment services by the Malta Financial Services Authority

Legal and Tax Advice

Templar are not qualified or licenced to provide legal or tax advice, nor to prepare any legal or accounting documents. This means that the onus is on you to refer any point of law or accountancy that may arise during the course of our discussions to a solicitor, accountant or tax adviser.

CHOICE OF LAW & JURISDICTION

This Agreement shall be subject to the laws of Malta.

JURISDICTION

The Parties hereby submit to the ultimate exclusive jurisdiction of the Maltese Courts**.**

PROTECTING PERSONAL INFORMATION

To provide our services properly we must collect information about your personal and financial circumstances. We take your privacy seriously and will only use your personal information to deliver our services. Processing of your personal data is necessary for the performance of our contract for services with you and to meet our obligation to preventing money laundering or terrorist financing. This is the lawful basis on which we intend to rely for the processing of your data (please see special categories of data below). Our policy is to gather and process only that personal data which is necessary for us to conduct our services appropriately with you and to prevent money laundering or terrorist financing.

We adopt a transparent approach to the processing of your personal data. Sometimes we may need to pass your personal information to other organisations. If you apply to take up a financial product or service, we will need to pass certain personal details to the product or service provider.

We may engage the services of third party providers of professional services in order to enhance the service we provide to you. These parties may also need to process your personal data in the performance of their contract with us. Your personal information may be transferred electronically (e.g. by email or over the internet) and we, or any relevant third party, may contact you in future by what we believe to be the most appropriate means of communication at the time (e.g. telephone/ email /letter). The organisations to whom we may pass your details have their own obligations to deal with your personal information appropriately. Sometimes a product or service may be administered from a country outside the EU, in which case you will be protected by the policies of those companies, and a copy of these policies will be provided to you upon request.

Our Privacy Notice which is available on www.templar-eis.com, provides more information about the nature of our personal data processing activities and includes details of our retention and deletion policies as well as your rights of access to the personal information that we hold on to.

Special categories of personal data: there are certain categories of personal data that are sensitive by nature. The categories include; data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership and data concerning health. Depending on the nature of the products and services that you engage us for we may need to obtain your sensitive personal data particularly in relation to health. Our policy is that should we require any special category of personal data we will only gather this with your explicit consent.

As part of this agreement we ask you to consent to the transfer of personal information in accordance with the protections outlined above. If you are concerned about any aspect of this, please speak to us.

Use of Sensitive Personal Data Consent

The primary basis on which we intend to process your personal data is for the performance of our contract with you. To process this data as described above we require your consent.

In order to provide our service, we engage with 3rd party providers of professional services. These parties also need to process your personal data in the performance of their contract with you and with us.