

THE BOYE-THOMPSON CROWDFUNDING CALL
THE BOYE-THOMPSON ESTATE KPONE ROAD, PRAMPARAM GREATER ACCRA
Investor Terms and Conditions

1. About

1.1 BILTFADEN TWEEWAA Ltd (a company registered in the Republic of Ghana) is an appointed representative of THE BOYE-THOMPSON ESTATES (owners of approximately 71 acres of beachfront land at Kpone Road, Greater Accra), and are to be regarded as the Special Purpose Vehicle tasked with the development of such land and hereditaments known as the BOYE-THOMPSON ESTATE. References in these terms and conditions to "we", "us" and "our" and "the Resort" are to BILTFADEN TWEEWAA Limited. Our head office is at 1 Boye-Thompson Estate, Kpone Road, Prampram, Greater Accra in the Republic of Ghana.

1.2 The BOYE-THOMPSON RESORT CROWDFUNDING CALL is available to investors that become members through our website www.boyethompson.co.uk (the "**Website**"). We provide members with details of potential investments, such as bonds and shares issued by us ("**Issuers**"). The details of the investment structure and the underlying property will be set out in the relevant Information Memorandum on our Website.

1.3 Investments are only available to persons who fall within certain categories of investor who are eligible to acquire non-readily realisable securities. For individual investors, this entails making a declaration that the investor is a high net worth individual, is sophisticated in investing, has received advice from an authorised firm, or will observe limits in acquiring non-readily realisable investments. Non-advised investors must demonstrate their understanding of the features and risks of investing. Investors who satisfy these criteria, as set out in more detail on the Website, will be eligible to become "**members**". Only members can receive investment offers through the Website.

1.4 If you are eligible for membership, you can invest online and receive online investment reports. Your investment subscriptions and any investment returns shall be held by BILTFADEN TWEEWAA Ltd. in an electronic wallet (**e-wallet**) pursuant to clause 4 and separate terms and conditions between you and the company shall exist for each investment call.

1.5 We will treat all members as retail clients for the purposes of the Financial Authority of Ghana's rules (retail clients receive the highest degree of regulatory protections under those rules).

1.6 As a member of The BOYE-THOMPSON CROWDFUNDING CALL, you are bound by these Terms and Conditions in relation to your use of our Website and your participation in investment opportunities. Users of the Website who are not members are also bound by these terms insofar as they are capable of application to non-members. By using the Website, you confirm that you have read, understood and agree to these Terms and Conditions and our Privacy and Cookies Policy each as amended from time to time. If you do not agree to the Terms and Conditions, you must stop using the Website immediately.

2. Membership

2.1 We make details of investment opportunities available to all users of our Website, but only members are able to apply to invest or view investment offers in the Investments area when they have logged into their online account.

2.2 In order to become a member of THE BOYE-THOMPSON CROWDFUNDING CALL, you will need to apply to join and be approved by us. We reserve the right to reject applications on such grounds as we see fit, including, without limitation, your knowledge and understanding of investing, your financial status, your capacity to be bound by these Terms and Conditions or the jurisdiction in which you live or are a citizen.

2.3 If you apply to become a member, we will carry out identity and fraud checks on you, using third party agencies. We use our own internal guidelines and policies when assessing applications but retain complete discretion. If we cannot get adequate information from the third party agency then we will ask you to send us copies of the relevant identification documents (normally a certified copy

of your passport and a utility bill) and any supporting evidence that we may require. If you do not provide all appropriate identification documents you will not be able to invest. We may also suspend your membership at any time if we believe it is appropriate in order to comply with our legal obligations. For more details about how we use your information, please refer to our Privacy and Cookies Policy.

2.4 Provided that we accept your application to become a member, you will then be able to view the offers available through the BOYE-THOMPSON CROWDFUNDING Section of the Website.

2.5 Your application for membership should be completed in the name of the same person that will invest.

2.6 You will be required to provide personal details and a password to register as a member, which are unique to your individual BOYE-THOMPSON CROWDFUNDING membership and are not transferable. Your registration details and password are how we identify you and you must keep them secure at all times.

2.7 You are responsible for all information and activity on the Website by anyone using your details. If you authorise an agent, family member, employee or sub-contractor to use the BOYE-THOMPSON CROWDFUNDING account you will be responsible for their activity on the Website. Any breach of security, loss, theft or unauthorised use of your security details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into your BOYE-THOMPSON CROWDFUNDING account is not you or we suspect illegal or fraudulent activity or unauthorised use.

2.8 You agree not to adapt or circumvent the systems in place in connection with the Website, nor access our systems other than by using the credentials assigned to you and by following the instructions that we have provided for that type of connection.

3. Buying investments

3.1 If you wish to subscribe for an investment, you will need to specify the size of the investment you wish to make and place funds in your BOYE-THOMPSON CROWDFUNDING account.

3.2 Whether we choose to accept your application to invest will be at our absolute discretion, even if you are a member and satisfy our eligibility criteria, for example, but without limitation, because the offer is over-subscribed or under-subscribed or because of legal or regulatory matters. The allocation policy for each investment is based on a first-come-first-served basis, by reference to the time we receive your subscription payment. If it is not possible to allocate investments to you, we may hold your subscription for participation in a subsequent issue of like investments, although you will be entitled to request to have your unallocated subscription monies returned to you until they have been committed.

3.3 All investments will be governed by the terms of the investment documentation you are required to acknowledge as part of your application to invest, such as the Bond Instrument, the Issuer's Articles of Association; the information you provide as part of your online application; the Information Memorandum; and these Terms and Conditions. To the extent that there are any inconsistencies between these documents, the provisions of any document that is specific to the investment you are making shall prevail over these Terms and Conditions.

3.4 We do not provide investment advice, legal advice or tax advice. In particular, we will not assess the suitability of an investment in light of your personal circumstances and you are responsible for making your own investment decisions. If you are in any doubt as to your own personal circumstances, you should seek such advice from an appropriately qualified professional.

3.5 We will not facilitate investment where we are aware that it is illegal, although it is your responsibility to ensure that you have complied with any relevant legal or regulatory restrictions that would prohibit you from investing.

3.6 If you wish to hold bonds within an Innovative Finance ISA, the holding of those investments will be subject to separate terms and conditions with the ISA manager, in addition to these Terms and Conditions. In the event of conflict, the provisions of the ISA Terms and Conditions will prevail.

4. How your money and investments are held

4.1 If we accept your application to make an investment, we will provide you with bank account details into which you should transfer your subscription amount (your “**BOYE-THOMPSON CROWDFUNDING account**”). Payment must be made from a bank account in your name whose details you provide to us and which we have accepted (your “**Nominated Account**”), into your BOYE-THOMPSON CROWDFUNDING account, where subscriptions will be held pending investment.

4.2 The BOYE-THOMPSON CROWDFUNDING account may be held by and administered by an independent regulated electronic payment provider, which will make payments to and receive them from Issuers on your behalf. The Payment system will open e-wallets in respect of each investor and Issuer for these purposes. The payment system will pay any fees owing to BOYE-THOMPSON CROWDFUNDING and other services providers (if relevant) out of the relevant e-wallet. You are required to enter into terms and conditions directly with The payment system and BOYE-THOMPSON CROWDFUNDING shall not be responsible for the discharge of The payment system’s obligations under those terms and conditions, beyond having taken reasonable steps to ascertain that it is appropriately authorised to provide the electronic money services. We or another person selected by us may take over control of the BOYE-THOMPSON CROWDFUNDING account at any time provided that we or they have appropriate regulatory permissions to hold client money and you authorise The payment system to transfer any monies it holds for you in the BOYE-THOMPSON CROWDFUNDING account to us or to such other person upon our instructions in those circumstances without seeking your express instruction to do so. We will notify you of any such transfer through your dashboard on the Website.

4.3 Your investments will generally have limited voting rights attached to them, but any voting rights you have will be set out in the relevant Information Memorandum.

4.4 You may request any of your cash that has not been allocated to an investment, including investment returns, to be paid back into your Nominated Account. If you wish to change your Nominated Account, you may request to do so by email, providing us with your proposed alternative account. Any alternative account must be in your name and be held with a bank or credit institution that is acceptable to us.

4.5 Payments to you will be made after deduction of any relevant tax. Regardless of whether we withhold tax, it is your responsibility to account for any taxes that may be payable to the appropriate authorities.

4.6 You can view details of the investments and money in your portfolio through the Website. For reporting purposes, we shall supply the par value and shall not attempt to provide current market valuations.

4.7 If you want us to hold money that has not been allocated in your BOYE-THOMPSON CROWDFUNDING account in order to invest in future opportunities, you may do so. No interest is payable on money held in the BOYE-THOMPSON CROWDFUNDING account and no fees are charged in respect of establishing the account. BOYE-THOMPSON CROWDFUNDING may retain a payment representing interest on the money held in the BOYE-THOMPSON CROWDFUNDING account.

4.8 The capital, dividend and/or interest repayments that are due to you will be received into your BOYE-THOMPSON CROWDFUNDING account and will not be paid out to you or re-invested unless you provide us with express instructions. If balances have sat on your account for a long period of time, we may contact you to seek your instructions. We may offer the option to auto-investment or auto-re-investment on the Website in relation to bonds. This would permit you to specify criteria against which you wish us to automatically invest cash balances on your BOYE-THOMPSON CROWDFUNDING account.

4.9 We will take steps to enforce your rights and collect and pay on to you any sums owing from Issuers of bonds.

5. Selling investments

5.1 There is no established secondary market for investments available through the Website and so you should normally expect to hold your investments until the redemption date or any other proposed exit. Redemption periods may be exceeded if there is a default on the underlying investments.

5.2 If you find a buyer for your investments, you may sell them through us by providing us with details of the purchaser, the price to be paid and the number of investments to be sold. If the buyer wishes us to account to them for the investment proceeds, they will need to be registered as a BOYE-THOMPSON CROWDFUNDING member (although we shall be able to refuse to accept membership applications at our absolute discretion). We will not be responsible for promoting investments to the seller, but we may provide them with information that has been made available to other investors as a condition of registering the transfer.

6. Fees

6.1 We do not charge fees to you for arranging for you to invest in newly issued securities, as we get paid by the Issuer. Accordingly, any returns on bonds that are quoted to you are not reduced by our fees.

6.2 We or other persons may, however, charge fees for administering investments held in an Innovative Finance ISA.

6.3 Details of the fees we charge to you and to Issuers are set out in the Fees Table on the Website.

6.4 Unless otherwise stated, fees are quoted exclusive of VAT, where applicable.

7. Termination

7.1 If you no longer want to be a member of this BOYE-THOMPSON CROWDFUNDING call, provided you have no investments with us, you can let us know by email and we will end your membership straight away. Termination will not affect the terms of any investment you have entered into.

7.2 We may terminate your membership in respect of making new investments at any time and for any reason, including but not limited to breach of these Terms and Conditions, applicable law, misuse of our Website or account inactivity for a period of 12 months or more. If you hold investments through us, our cancellation of your membership will not affect the charges we will levy to the Issuer and we will continue to maintain your account in accordance with clause 4.

8. Conflicts of interest

8.1 The BOYE-THOMPSON CROWDFUNDING call or its associates may provide some or all of the directors for the Issuer, to help it comply with its obligations to investors.

8.2 We receive payment of our fees from Issuers.

8.3 Any other conflicts that are specific to a particular investment shall be disclosed in the relevant Information Memorandum on the Website.

8.4 You may request a copy of our full conflicts of interest policy at any time.

9. Complaints and compensation

9.1 We have established procedures in accordance with the Financial Conduct Authority's rules for the effective consideration of complaints. Please contact us to request a copy of our complaint handling policy. We will refer complaints relating to the payment system to the appropriate party on your behalf.

9.2 If The payment system becomes insolvent, any obligations it owes you will not be covered by the FSCS. Provided The payment system has administered your account properly, its creditors should not be able to access money it holds for you in an e-wallet.

10. Liability

10.1 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these Terms and Conditions or the terms of any investment you make through the BOYE-THOMPSON CROWDFUNDING call.

10.2 We shall not be liable to you for any loss or damage which you may suffer as a result of being a member of the BOYE-THOMPSON CROWDFUNDING call or using the BOYE-THOMPSON CROWDFUNDING services except where such loss or damage arises from our breach of these Terms and Conditions or was caused by our negligence, wilful default or fraud. We are not responsible for any breach of these Terms and Conditions arising from circumstances outside our reasonable control. Our total liability to you in connection with these Terms and Conditions, your membership of the BOYE-THOMPSON CROWDFUNDING call and your use of the services provided via the Website shall not exceed the amount of money you have invested giving rise to the liability.

10.3 Nothing in these Terms and Conditions shall limit our liability for personal injury or death, fraud, nor for any other liability, the exclusion or limitation of which is not permitted by applicable law or regulation.

10.4 When we make forward-looking statements, we will base them on reasonable assumptions, but we shall not otherwise be responsible for the achievement of such statements where they are outside of our control.

11. Intellectual property

11.1 Subject to clause 11.3 below, as between you and us, we own all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website.

11.2 If and to the extent that any such intellectual property rights vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such intellectual property rights back to us.

11.3 You shall retain ownership of all copyright in data you upload or submit to the Website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

12. Amendments to these Terms and Conditions

12.1 We may need to update or amend these Terms and Conditions from time to time to comply with law or to meet our changing business requirements. We may make such changes without your specific agreement where those updates are, in our reasonable opinion, of an immaterial and routine nature and may not always be able to give you advanced notice of such updates or amendments but we will always post them on our Website so you can view them when you next log in. By continuing to use the BOYE-THOMPSON CROWDFUNDING service, you agree to be bound by the terms of any such updates and amendments.

12.2 Where we make amendments to these Terms and Conditions that are adverse to your interests (such as an increase in, or the introduction of, fees for existing services), we shall, if possible, provide you with one month's notice by email before such amendments become effective. You shall be entitled to terminate your membership at any time in accordance with clause 7. If you seek to terminate your membership, but continue to hold investments with us, the amendments will not apply to the continued holding of those investments unless the amendments are required by or reasonably necessary as a result of law or regulation.

13. General

13.1 These Terms and Conditions are governed by and to be construed in accordance with Ghanaian law. In the event of any matter or dispute arising out of or in connection with these Terms and Condition, you and we shall submit to the non-exclusive jurisdiction of the Ghanaian courts.

13.2 If any of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall, so far as possible, continue in full force and effect.

13.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.

13.4 In the event of our insolvency, The payment system will continue to hold your money pending investment, but will not facilitate any new investments. The payment system will notify you of changes to reporting requirements in such event.

13.5 In the event of the payment system's insolvency, we shall attempt to find an alternative services provider to enable the continued provision of the services to investors.

13.6 We may exercise any of our rights or discharge our obligations under these Terms and Conditions in our own capacity or through any company or other legal entity which has all relevant legal authorisations, licences or permissions to discharge those functions. Other than the payment system, which shall be entitled to exercise rights under these Terms and Conditions, no other person shall have rights to enforce terms under the Contracts (Rights of Third Parties).

14. Contacting us

If you have any questions about these Terms and Conditions, or wish to contact us for any other reason, you can reach us by emailing: sales@boyethompson.co.uk

APPENDIX

Fees Table

We do not currently charge fees to investors directly, as our fees are paid for by the Issuers in which you invest. This means that no fees will be deducted from any returns that we project that you will receive on your investment (if we make such projections). The fees represent our current charging structure and may change in respect of future Issuers. The fees may also change in relation to existing investments if the third party service providers we use change. We will notify you of any change to the fee arrangements in relation to existing investments.

Fees we charge to the Issuer

We charge fees to the Issuer rather than to investors. Accordingly, these fees do not affect the interest rate due to investors on bonds. The following is a summary of the types of fee we charge to Issuers:

- Set-up fee of £500.
- Success fee of 5% of the amount raised.

ISA Management Fees

We do not currently charge fees to investors to hold their bonds in an Innovative Finance ISA, although we may introduce fees in the future. We pay the ISA Manager for its services out of the fees we charge to Issuers.

Your personal decision to invest

A decision to invest in a company is a personal decision by you and that no responsibility for the consequences of that decision is accepted by BOYE-THOMPSON CROWDFUNDING Limited or by any of its directors, agents, employees or other members.

To invest through the BOYE-THOMPSON CROWDFUNDING call, you need to understand the following important risks:

Losing all of your investment

Investment, whether in new or existing businesses, carries high risks as well as the possibility of high rewards. Accordingly each investor should consider very carefully whether such investments are suitable in the light of personal circumstances and commitments and the financial resources available to each Investor. The BOYE-THOMPSON CROWDFUNDING call does not promise any return on investment nor that the value of any investment will be maintained. Engaging in any investment activity may expose you to a **significant risk of losing all of your investment**.

Most of the investee companies which are listed on the BOYE-THOMPSON CROWDFUNDING calls are new companies with limited if any track record. These companies will provide information such as their business plan and financial forecasts. Please be warned that these documents are not guarantees that the relevant company can achieve what it is hoping to do. Equally the information provided may state certain facts and statements, and again please be warned that the BOYE-THOMPSON CROWDFUNDING call is not responsible for checking the accuracy of these facts and statements (which may not always prove to be true or complete).

If a company you invest in fails, neither the company – nor the BOYE-THOMPSON CROWDFUNDING call – will pay back your investment.

You are not covered by any Financial Services Compensation Scheme

When your capital is invested it is not covered by any Financial Services Compensation Scheme (FSCS).

No established market – lack of liquidity

As an investor you should be aware that no established market exists for the trading of bonds in private companies (which the companies that are listed on the BOYE-THOMPSON CROWDFUNDING Website are), and such bonds are not easily realisable. It must be appreciated that there could be difficulty in selling such investments at a reasonable price and, in some circumstances, **it may be difficult to sell them at any price**.

Lack of dividends

The companies pitching on BOYE-THOMPSON CROWDFUNDING are early stage companies, and these companies will **rarely pay interest** to their investors. This means that you are unlikely to see a return on your investment until you are able to sell your bonds. Profits are generally re-invested into the company to fund growth.

The need for diversification

Diversification by spreading your money across multiple investments will reduce risk. Investors should only invest a proportion of their available investment funds via BOYE-THOMPSON CROWDFUNDING due to the high risks involved.

Tax reliefs and savings may not materialise

BOYE-THOMPSON CROWDFUNDING does not guarantee that Enterprise Investment Scheme ("EIS") tax relief, SEED EIS tax relief or any other type of tax relief shall apply in respect of any investments made by you as an investor in companies via the BOYE-THOMPSON CROWDFUNDING Website. BOYE-THOMPSON CROWDFUNDING recommends that you take your own tax advice on any investments which you make via the BOYE-THOMPSON CROWDFUNDING Website.

BOYE-THOMPSON CROWDFUNDING does not make personal recommendations and does not promise that a particular investment will be suitable for the individual circumstances of an investor.

Please note that just because a company has obtained an advance clearance from HMRC to confirm that it is for example an EIS qualifying company, it must be noted that the company can subsequently lose this status if it does not spend the investment in a prescribed way or it changes its business or share structure in a way which is contrary to the relevant tax rules. Furthermore if the investee company goes to a successful exit event within three years (which you may have no control over) then the benefits of EIS tax relief will not apply. If the investee company is required by a majority of its investors to enter into a shareholders' agreement (using the form prescribed by BOYE-THOMPSON CROWDFUNDING) then there are standard provisions to help ensure that any tax relief is maintained but it should be noted that this cannot be guaranteed as a complete safeguard in itself.

BOYE-THOMPSON CROWDFUNDING - Website Conditions of Use/Legal Notices

Welcome to the [boyethompson.co.uk] website ("this site"). This website is controlled by BILTFADEN TWENEWAA Limited with its registered office at 1 Boye-Thompson Estate, Kpone Road, Prampram Greater Accra (hereinafter referred to as "BOYE-THOMPSON CROWDFUNDING call", "BOYE-THOMPSON CROWDFUNDING", "we" or "us"). The use of this site is subject to the following conditions.

Please read the undernoted conditions carefully before you use this site. By using any part of this site you will be held to have accepted that you will be bound by these conditions. BOYE-THOMPSON CROWDFUNDING may change these conditions at any time by posting new or amended conditions on this site. Your continued use of this site after any changes are posted means that you are held to have accepted that you are bound by the new or amended conditions. Please therefore check our conditions regularly.

FSMA/INVESTOR DISCLAIMERS

Investment whether in new or existing businesses carries high risks as well as the possibility of high rewards. It is consequently very speculative and potential investors should be aware that no established market exists for the trading of shares in private companies, and such shares are not easily realisable. It must be appreciated that there could be difficulty in selling such investments at a reasonable price and, in some circumstances, it may be difficult to sell them at any price. Accordingly you should consider very carefully whether such investments are suitable in the light of your circumstances and commitments and the financial resources available to you. Engaging in any investment activity may expose you to a significant risk of losing all of your investment.

Any business plans and financial projections posted on this website for "investors" are posted only for the personal use by registered investors. It does not purport to contain all the information that a prospective investor may require. All such information is confidential and by gaining access to such information you agree to keep it confidential at all times.

Each investor who uses this website acknowledges that a decision to invest in a company is a personal decision and that no responsibility for the consequences of that decision is accepted by the BOYE-THOMPSON CROWDFUNDING call or by any of its directors, employees, consultants or other members.

Each investor who uses this website is required to acknowledge and agree to these conditions, the Investor Terms and Conditions, the Privacy, Cookie and Data Use Policy and the Risk Warning Notice. These should be read carefully and if an investor is in any doubt then he should take his own professional advice.

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- The right to link to this site is revocable by us and we reserve the right to prohibit any link and to employ measures, including technical measures, to remove any link;
- Any link to this site must not be misleading or give the impression that we are associated with you or have approved or endorsed any internet site or equivalent entity from which such link is made;
- Any such link must indicate www.boyethompson.co.uk as the destination of the link and must not use any BOYE-THOMPSON CROWDFUNDING logo or other proprietary graphic or trade mark without our prior written consent; and
- You may not use framing or deep linking to this site without our prior written consent.

USE AND INDEMNITY

- BOYE-THOMPSON CROWDFUNDING expressly prohibits the use of this site by you for any purpose which may be unlawful in the Republic of Ghana.
- You agree to keep BOYE-THOMPSON CROWDFUNDING indemnified against any claim, loss, liability, damages or expenses on a full and unqualified indemnity basis arising out of any misuse by you of any part of this site or any information embodied in it.

WAIVER AND ENFORCEMENT

- Failure by us to take action in respect of a breach by you of these conditions shall not prevent us from taking future action in respect of the same breach or any other breach by you of these conditions, unless we agree to the contrary in writing.
- If any of these conditions is held to be unenforceable it will not affect the validity and enforceability of the remaining conditions.

OUR DETAILS

- The service provided through this website is provided by BOYE-THOMPSON CROWDFUNDING which is the trading name of BILTFADEN TWENEWAA Limited
- BILTFADEN TWENEWAA Limited's registered address is 1 Boye-Thompson Estate, Kpone Road, Prampram Greater Accra in the Republic of Ghana
- BILTFADEN TWENEWAA Limited is a company registered in Ghana.
- BILTFADEN TWENEWAA can be contacted via email at info@boyethompson.co.uk

GOVERNING LAW

These conditions of use are governed by the Law of the Republic of Ghana and the Ghanaian Courts shall have non-exclusive jurisdiction in any disputes between you and us.

[*PLEASE READ THIS POLICY CAREFULLY BEFORE REGISTERING FOR AN ACCOUNT WITH US*](#)

Date last revised: 9th May 2024

BILTFADEN TWENEWAA Limited (BOYE-THOMPSON CROWDFUNDING //we/us/our) are committed to protecting and respecting your personal data and your privacy. We recognise that your personal data is your property and that you have provided it to us for specific purposes.

Unless otherwise required by law, the Information Commissioner's Office (ICO) guidance or best practice, or in order to perform our contract with you, we will only process your personal data in the way we tell you or in the way you ask us to, and we will give it back to you at any time.

1. THIS POLICY

1.1 This policy, together with the Investor Terms & Conditions, explains how any personal data we collect from you, or that you provide to us, will be processed by us or any processor on our behalf.

1.2 This policy applies to our contract with you. You are therefore advised to read it carefully. Terms used within it shall have the meaning(s) given in the Data Protection Act and/or the General Data Protection Regulation (Regulation), as applicable

1.3 By visiting our website located at www.boyethompson.co.uk (our Website), or by registering for an account with us, you accept and consent to the practices described in this policy.

1.4 Any changes we make to this policy will be posted on this page. You are advised to check back frequently as any changes will be binding on you when you continue to use the Website after the date of the relevant change.

1.5 For more information relating to your rights under this policy, please see section 10.

1.6 If you have any queries relating to this policy, please contact us at info@boyethompson.co.uk

2. WHO WE ARE

2.1 We are BILTFADEN TWEEWAA Limited, 1 Boye-Thompson Estate, Kpone Road, Prampram, Greater Accra i the Republic of Ghana. We operate the Website and we are the data controller for the purposes of the Act and the Regulation.

2.2 We are registered with the Ghana Registrar of Companies to process your personal data

2.3 Your data will be processed by ourselves and our Website and will be the data processor for the purposes of the Act and the Regulation.

2.4 Your data will be held by ourselves on a secure server located in the Republic of Ghana, but may be processed by staff who work in the UK.

2.5 We operate on the terms of the established laws in Ghana relating to your personal data.

2.6 Any payment transactions you make through our Website will be made through our approved third party payment gateway, encrypted through SSL technology. Any of your personal data they hold will be subject to their privacy policy.

3. YOUR CONSENT

3.1 By registering for Account and/or otherwise using the Website, you expressly consent to:

3.1.1 provide us with the personal data necessary to allow you to use the Website and make Investments through it;

3.1.2 the processing of your personal data by us and/or any of those specifically listed third parties, in accordance with this policy; and

3.1.3 the transfer of your personal data to those third parties listed in this policy, for the reasons specified.

3.2 You may withdraw your consent under 3.1 at any time. However, where the withdrawal of your consent prevents us from verifying your identity or otherwise monitoring who you are, you will be unable to use your Account and make Investments through our Website OR You may exercise your rights under 3.1 at any time, which includes withdrawing your consent to our processing of your personal data. However, where this withdrawal prevents us from performing our contract with you, we may not be able to provide our goods and services to you.

4. WHAT WE COLLECT

4.1 We may collect all or some of the following categories of data from you:

Title	Full name	Address (including postcode)	Date of birth
Email address	Nationality	Bank account or credit card details	IP addresses
Passport (including passport number)	Driving licence (including driving licence number)		

4.2 Where you make an Investment over and above €2,500 (or equivalent in Sterling at the relevant date), you will be additionally required to provide your passport and any associated personal data contained on that document will be retained by us or our nominated payment gateway (from time to time).

4.3 In addition to the above, we will also provide you with your Account Details, which includes your username which is either created by, or assigned to, you. The Account Details should be remembered by you, but will be stored by us in case you forget them.

5. HOW WE COLLECT YOUR DATA

The data listed in section 4 is collected in the following ways:

5.1 By you registering for an Account – this is any information you give to us that we request from you when signing-up for an Account to use our Website.

5.2 Information collected – each time you visit our Website, whether through your home, work or a public network, your own computer or mobile device, we will automatically collect:

5.2.1 technical information – your IP address (used by your computer or device to connect to the internet), and any internet browser type and version details; and

5.2.2 visit-specific information – your URLs, Projects and Properties you viewed or searched for, your click/stream through the Website.

5.3 Received from third parties – we will work closely with our authorised payment gateway, The payment system SA to verify your eligibility to make an Investment and any payment you wish to make.

6. COOKIES

6.1 Our Website will use the cookies listed in section 6.2 (alpha-numeric text files placed on your computer) to:

6.1.1 distinguish you from other users;

6.1.2 optimise your browsing experience;

6.1.3 make necessary improvements to our Website;

6.1.4 recognise and count the number of visitors to our Website and see how they move around the Website during use;

6.1.5 recognise you when you return to our Website; and

6.1.6 record your visit to our website, including any links you may follow.

6.2 The following cookies are set to our Website for the listed purposes:

COOKIE	PURPOSE
ASP.Net_SessionId	Enhances user experience by remembering session history.
ASPXAUTH	Records users authentication session
_culture	Assists recognising user's nationality and language preferences, login, token, username recognition and encoding.
RequestVerificationToken	Part of a mechanism to protect against cross site scripting attacks
ARRAffinity	Enhances user browsing experience – part of load balancing setup
cookie-policy	Tracks presentation of the cookie information advice

6.3 Our Website additionally uses Google Analytics, a web analytics service provided by Google, LLC (Google). Google Analytics uses analytical, performance or targeting cookies to help analyse how you use the Website and compile reports on your activity for us.

6.4 Any information generated by the cookie about your use of the Website (including your IP address) will be transmitted to, and stored by, Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Website, compiling reports on your activity for us and providing other services relating to website activity and internet usage.

Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

6.5 You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this your ability to use the Website may be restricted. By using the Website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

6.6 You may refuse the use of cookies by selecting appropriate settings on your browser. However, if you do so, your ability to use the Website may be restricted.

6.7 Except for essential cookies, all cookies will expire after your session.

7. WHAT WE DO WITH YOUR DATA

7.1 Your data is primarily necessary to verify who you are when accessing your Account and to ensure you meet our eligibility requirements in order to submit an Application and make an Investment.

7.2 Additionally, we will use all of your data you provide us to notify you about:

7.2.1 similar Projects or Properties listed on our Website that are similar to those you have already Invested in, or otherwise viewed or enquired about; or

7.2.2 changes to our Website or our services.

7.3 We will use any data we collect about you (as a result of your visit to our Website) to:

7.3.1 personalise and improve our services (including the Website and its security);

7.3.2 deal with your inquiries and requests;

7.3.3 administer and monitor traffic and behaviours on our Website for analysis, testing, research, statistical and survey purposes;

7.3.4 ensure that any part of our Website (including any Content) is presented in the most effective manner for you and your computer or device, and to make improvements (where necessary); and

7.3.5 keep our Website safe and secure.

7.4 Where we change our services, or any applicable terms and conditions, we will contact you.

7.5 Any data we obtain about you from third parties are used for the purposes of verifying your eligibility to submit an application and to make an investment through our Website, and are acquired only to the extent we are unable to do so as a result of the information you provide to us.

7.6 Once collected, we may retain your data for up to six years following the date of your last Investment or the date you close your Account (whichever is the later). This is to enable us to refer back to any transactions or records you are involved in (should we be required to do so).

8. HOW AND WHY WE DISCLOSE YOUR DATA

8.1 Subject to the rest of part 8 of this policy, we will only disclose your personal data to the following third parties for the following purposes:

8.1.1 the relevant Investee Company – in connection with your Investment, details of which will be stated on your Application;

8.1.2 our approved payment gateway – in order for you to make the payment(s) required as part of your Investment;

8.1.3 our approved transaction email provider, GoDaddy.com - in order for us to be able to send emails to you (NB only your email address is passed to GoDaddy.com);

8.1.4 our CRM software, Infusionsoft - in order for us to effectively monitor website use

8.2 In addition to the transfers contemplated by part 8.1, we may transfer or disclose your personal data to:

8.2.1 any prospective buyer of any part of the relevant business or assets in connection with the sale (in which case, any personal data held by us about you and our Account Holders will be one of the transferred assets);

8.2.2 comply with any legal obligation (such as where stated at clause 6.5 of the Investor Terms and Conditions);

8.2.3 enforce or apply any part of our Investor Terms and Conditions generally; or

8.2.4 protect our rights or our property, or those of our other Account Holders.

8.3 Any websites which are linked from the Website are outside of our control and not covered by this policy. If you access those websites using the links provided, the website operators may collect information from you which will be used by them in accordance with their own privacy policies (if any). These policies may differ from ours, and we cannot accept any responsibility or liability in respect of these.

9. SECURITY

9.1 We have put in place appropriate technical and organisational measures to help protect your personal information from unauthorised access, use, disclosure, alteration or destruction consistent with applicable Data Protection Laws.

9.2 Each member of staff has unique log-in details and authentication software requires these to access the systems. Staff have access to personal data only for the purposes of performing their roles.

9.3 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

10. YOUR RIGHTS

10.1 In relation to all of your personal data, you have the following rights to ask us or us (in addition to any rights you may have under the Act or the Regulation):

10.1.1 not to process your personal data for marketing purposes;

10.1.2 to clarify what data we hold about you, how it was obtained, to whom it has been disclosed and for how long it will be stored;

10.1.3 to amend any inaccurate data we hold about you;

10.1.4 to delete any of your data (where you no longer think we need to hold it or you think we have obtained it or processed it without your consent at any time); and

10.1.5 to only process your personal data in limited circumstances or for limited purposes.

10.2 If you wish to exercise any of your rights at any time, please contact us on the details contained at the beginning of this policy in the first instance. We will require you to verify your identity to us before we provide any personal data, and reserve the right to ask you to specify the types of personal data to which your request relates.

10.3 Where you wish to exercise any of your rights, they may be subject to payment of a nominal administration fee (to cover our costs incurred in processing your request) and any clarification we may reasonably require in relation to your request. Such fees may be charged where we consider (acting reasonably) that your request is excessive, unfounded or repetitive.

10.4 Any data provided to you in accordance with your rights will be in a structured and machine-readable form.

Who is BOYE-THOMPSON CROWDFUNDING?

BOYE-THOMPSON CROWDFUNDING is a Property Investment platform who aims to bring together Investors with Developers/Landlords in a mutually beneficial relationship

Is BOYE-THOMPSON CROWDFUNDING FCA regulated?

With regard to it's crowdfunding activities, BOYE-THOMPSON CROWDFUNDING is an appointed representative of BILTFADEN TWENEWAA Limited. This gives us the appropriate permissions to operate a crowdfunding platform offering equity and debt investments, and ensure that we offer the highest levels of consumer protection.

What is crowdfunding?

Crowdfunding is a method of funding a project or organisation by pooling the money of individual investors. It can provide a number of benefits beyond the financial including marketing, audience engagement and feedback. Crowdfunding allows good companies which don't fit the pattern required by conventional financiers, to break through and attract cash. There are a number of types of crowdfunding but the 3 main categories are:

- Reward or donation based crowdfunding – these are not investments
- Loan crowdfunding (often referred to as peer-to-peer loans or debt crowdfunding)
- Equity crowdfunding

Want to know more?

Please visit the [UK Crowdfunding Association](#) .

NESTA have written a comprehensive introduction to crowdfunding. You can read it [here](#).

What is equity crowdfunding?

Equity crowdfunding is the process whereby individuals or the "crowd" invest in an unlisted company (a company that is not listed on a stock market) in exchange for shares in that company.

Equity crowdfunding is a great way to match companies who need funding with individuals who wish to invest. Investors become shareholders and have partial ownership of a company. Individuals get a share in the future success of a company they believe in. If the company fails investors can lose some, or all, of their investment.

What is a Property Bond?

Fixed-return Bonds offer an opportunity to earn projected fixed returns over a specified term length.

Investors make a loan to a company for a specific purpose such as lending against a property or investing in a property development project. This loan is made via a Bond Instrument. The loan is secured against the assets of the borrowing company to give added protection to investors. All bonds pay a projected fixed rate of return and typically, this is paid when the bond is repaid at the end of the term.

Who can invest?

People resident in any country or territory who are either a "Certified High Net Worth Individual" or "Self-Certified Sophisticated Investor" (as these terms are defined in The UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended)) or who can confirm that they will invest less than 10% of their net assets in this type of investment as a "restricted investor" (as this is defined in the FCA's Conduct of Business Sourcebook at Chapter 4.7).

You must not participate in the New Fundraise or make any other investments via the Company's website if you do not meet any of these criteria and you must not complete the online registration process as an 'INVESTOR'.

What are the main risks associated with equity crowdfunding?

Investing in early stage companies such as BOYE-THOMPSON CROWDFUNDING involves risks, including loss of all your capital, illiquidity, lack of dividends and dilution, and it should be done only as part of a diversified portfolio. This type of investment is only for investors who understand these risks.

Is equity crowdfunding a regulated activity?

Yes – equity crowdfunding is a regulated activity in the UK and each country across the world has specific regulations regarding the adoption of equity crowdfunding.

The Financial Conduct Authority (FCA) in the UK issued a Policy statement (14/4) - The FCA's regulatory approach to crowdfunding over the internet, and the promotion of non-readily realisable securities by other media, in March 2014.

Could I lose more than the amount invested?

No. You can lose all the money you invested but nothing more.

Can I cancel my investment offer?

You can cancel your investment offer at any point before the funds are transferred by emailing info@boyethompson.co.uk

When do I pay for the investment?

BOYE-THOMPSON CROWDFUNDING uses The payment system as their payment provider.

It offers a number of methods to allow you to pay for your investment.

Investors have the option to:

- Fund the wallet linked to your account in advance and then use monies in this wallet to pay for your investment
- Pay at the time you place your order with a debit card
- Let us know you will be sending payment by bank transfer after you have placed your order

Will people be able to see if I invested?

- No. BOYE-THOMPSON CROWDFUNDING do not make investor details public on our site and we would like to keep our list of investors private.

How much return could I expect on my investment?

- Investment in a company such as BOYE-THOMPSON CROWDFUNDING carries high risks as well as the possibility of high rewards. It is consequently very speculative. As an investor, you should be aware that no established market exists for the trading of shares in private companies such as BOYE-THOMPSON CROWDFUNDING. There could be difficulty in selling your investment at a reasonable price and, in some circumstances, it may be difficult to sell them at any price.

I am domiciled outside of the UK and EU, can I invest?

- For a significant investment, we would be more than happy to enter into separate discussions as to whether we can accommodate this. It will be dependent on your particular circumstances and the regulatory framework in your country of residence. Please contact us at sales@boyethompson.co.uk if this interests you.

What are the Investor fees?

- There are no fees for making an investment in BOYE-THOMPSON CROWDFUNDING.
- BOYE-THOMPSON CROWDFUNDING pay the fundraising costs associated with this funding round.

What are the Fundraiser fees?

BOYE-THOMPSON CROWDFUNDING will charge the following fees:

- A £500 listing fee for launching the project on the platform
- 5% fee for successful fundraises

Do you offer resources for Client Education?

- Yes. BOYE-THOMPSON CROWDFUNDING is passionate about education and increasing our client's knowledge.
- We will provide training resources and conduct workshops, allowing our clients to make more informed investment decisions. However it is important to remember that BOYE-THOMPSON CROWDFUNDING does not provide advice or make personal recommendations. For further information please contact The Support Team: info@boyethompson.co.uk

I am a UK tax payer – what is EIS?

- For UK tax payers there are some very generous tax breaks to encourage investment in early stage companies such as BOYE-THOMPSON CROWDFUNDING. The scheme is referred to as the Enterprise Investment Scheme (EIS) and the benefits are listed below.
- There is no guarantee that this tax relief will apply to an investment in BOYE-THOMPSON CROWDFUNDING, as conditions apply and you are recommended to seek your own tax advice.
- **1. Income Tax Benefit From EIS Tax Relief**
- Tax relief of 30% can be claimed on investments (up to £1m in one tax year) giving a maximum tax reduction in any one year of £300,000, provided you have sufficient Income Tax liability to cover it.
- The shares must be held for at least three years from the date of issue or the tax relief will be withdrawn. EIS allowances are allocated individually; therefore a married couple could invest up to £2 million each tax year.
- **2. Capital Gains Tax Exemption (CGT)**

- Gains are exempt from CGT if the shares are held for at least three years and the income tax relief was claimed on them.

3. Loss Relief

- If shares are disposed of at a loss, the investor can elect that the amount of the loss, less Income Tax relief given, can be set against income of the year in which they were disposed of or on income of the previous year instead of being set off against any capital gains.

4. Capital Gains Tax Deferral Relief

- Payment of CGT can be deferred when the gain is invested in shares of an EIS qualifying company. The gain can be made from the disposal of any kind of asset but the Investment must be made one year before or three years after the gain arose – connection to company does not matter. Unconnected investors are eligible for relief from both Income tax and CGT deferral relief.
- For more information, please see the [HMRC website](#).

Why am I categorised as a "client" for regulatory purposes?

- In order to invest via this platform you must be categorised as a "client" for regulatory purposes. All investors are required to successfully complete the "Appropriateness Test". All UK individual investors are treated as retail clients.

All UK investors using this platform are eligible to file a complaint to the Financial Ombudsman Service. Investors may be able to claim compensation under the Financial Services Compensation Scheme in cases where they believe they have been mis-sold. However, there is no FSCS cover for investments into the products offered by BOYE-THOMPSON CROWDFUNDING

Different regulations apply in different regions and before being able to invest you will be asked to confirm that you meet the eligibility requirements in your particular region.

- **How do I make a Subject Access Request (SAR)?**
- One of your rights under data protection law is the right of access to the personal data that we hold about you. The process of requesting your data is called a Subject Access Request (SAR).

How to ask for a SAR

If you want a copy of the personal data we hold (or simply want confirmation as to whether or not we process data about you), you must make a request, either in writing or verbally.

Please include the following in your SAR:

- Your full name, postal address, email address and telephone number
- The statement "I the undersigned and the person identified above hereby request that BOYE-THOMPSON CROWDFUNDING (1) inform me of the personal data held about me OR (2) provide me with a copy of the personal data BOYE-THOMPSON CROWDFUNDING hold about me."
- [If request made in writing] Signature and date

What you can expect from us

Before releasing personal data we may have to take steps to confirm your identity. This could include requiring a piece of photo identification or answering a number of security questions related to your account.

Once we verify your identity, we will log your request, and we will search all databases to find any personal data we currently hold.

We will provide an electronic copy of your personal data within a month of your request.

Please be aware that there are circumstances in which the law allows us to extend the response time or charge an administrative fee. In either case, we will inform you by email within one month of receiving your request.

What you can do once you receive the data we hold

Once you receive the data we hold, you have the right to ask for data to be corrected or erased.

Please be aware that we may not always be able to erase personal data we may hold about you. If your personal data relates to an investment you have made, financial services regulation requires us to keep certain information on file for a period of 5 years.

In the event you have a complaint about the way we have handled your personal data or your SAR, you can count on us to take your complaint seriously.

If you feel your data protection rights have been violated and you do not feel you have had a satisfactory response from us, you have the right to lodge a complaint with the Information Commissioner's Office (ICO).

- **What do we do about Conflicts of Interest?**
- BOYE-THOMPSON CROWDFUNDING will review any possible Conflicts of Interest that could harm investors and manage or eliminate these conflicts if and when they arise.

How do I make a complaint?

We want to give you superb customer service but sometimes issues might arise. We can usually resolve most issues quickly, so please e-mail us on complaints@boyethompson.co.uk to tell us how we can help.

The information that we will need, so that we can help you is:

- Your personal details
- What's gone wrong
- What you want us to do to put things right

We'll be in touch with you as soon as we can and let you know what will happen next. We'll try to resolve your complaint within three working days of receipt – if we're unable to do this we will write to you acknowledging that we have received your complaint and the next steps that will be taken. For more complex issues it's likely that we will need longer to look into what has happened and we may ask you for further information to help us reach a decision.

We'll give you regular updates and once we've dealt with your complaint, we'll go back and see what we can learn from your experience.

If you're unhappy with the outcome UK Residents can ask the Financial Ombudsman Service (FOS) to carry out an independent review of their complaint. In any event, you have the right to ask the FOS to review your complaint if we've been unable to resolve it within eight weeks. The FOS can help UK residents with most complaints if you are:

- A consumer
- A business employing fewer than 10 persons that has an annual turnover that doesn't exceed €2 million

If you are unsure whether the FOS will consider your complaint, please contact them directly for advice. The service the FOS provides is free and impartial and contacting them at any stage of your complaint will not affect your legal rights. The contact details for the FOS are:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Their phone numbers are +44 (0)300 123 9123 or +44 (0)800 023 4567. You can send an email to: complaint.info@financial-ombudsman.org.uk

What is your Best Execution policy?

"Best execution" rules, which exist to make certain types of costs and processes more transparent to investors, will not apply to your investments on our platform, and we need to explain why that is. When you apply to purchase a bond or share on our investment platform, your application will be processed on a first-come, first-served basis. Once an investment offer is closed, investments are issued directly by the company to the investor. These investments are not traded on a market of any kind.

So what does this have to do with "best execution" rules?

- "Best execution" means achieving the best possible result for customers when carrying out their orders via an execution venue.
- An "execution venue" refers to a facility that brings multiple parties together for buying and selling. This could be a regulated market, a multi-lateral trading facility (MTF), organised trading facility (OTF) or other entities that perform this role.

As your transaction on our crowdfunding platform will not be carried out by an intermediary, third party or execution venue as defined above, nor do we provide a facility allowing you to resell your investment through an MTF, "Best execution" rules do not apply.

What Tax is paid on Bond Interest Payments?

Payments of interest to you will be made after deducting tax equivalent to the UK basic rate of Income Tax (currently 20%) which we pay to HM Revenue & Customs. The exception to this requirement is where interest is paid to investors who hold bonds within an IFISA, in which case interest can be paid without deduction of tax. However it remains your responsibility to declare any interest paid and account for any additional tax that may be due to the appropriate tax authorities.

Your personal decision to invest

A decision to invest in a company is a personal decision by you and that no responsibility for the consequences of that decision is accepted by BILTFADEN TWEEWAA Limited or by any of its directors, agents, employees or other members.

To invest through BOYE-THOMPSON CROWDFUNDING you need to understand the following important risks:

Losing all of your investment

Investment, whether in new or existing businesses, carries high risks as well as the possibility of high rewards. Accordingly each investor should consider very carefully whether such investments are suitable in the light of personal circumstances and commitments and the financial resources available to each Investor. BOYE-THOMPSON CROWDFUNDING does not promise any return on investment nor that the value of any investment will be maintained. Engaging in any investment activity may expose you to a **significant risk of losing all of your investment**.

Most of the investee companies which are listed on BOYE-THOMPSON CROWDFUNDING are new companies with limited if any track record. These companies will provide information such as their business plan and financial forecasts. Please be warned that these documents are not guarantees that the relevant company can achieve what it is hoping to do. Equally the information provided may state certain facts and statements, and again please be warned that BOYE-THOMPSON CROWDFUNDING is not responsible for checking the accuracy of these facts and statements (which may not always prove to be true or complete).

If a company you invest in fails, neither the company – nor BOYE-THOMPSON CROWDFUNDING – will pay back your investment.

You are not covered by the Financial Services Compensation Scheme

When your capital is invested it is not covered by the Financial Services Compensation Scheme (FSCS).

No established market – lack of liquidity

As an investor you should be aware that no established market exists for the trading of bonds in private companies (which the companies that are listed on the BOYE-THOMPSON CROWDFUNDING Website are), and such bonds are not easily realisable. It must be appreciated that there could be difficulty in selling such investments at a reasonable price and, in some circumstances, **it may be difficult to sell them at any price**.

Lack of dividends

The companies pitching on BOYE-THOMPSON CROWDFUNDING are early stage companies, and these companies will **rarely pay interest** to their investors. This means that you are unlikely to see a return on your investment until you are able to sell your bonds. Profits are generally re-invested into the company to fund growth.

The need for diversification

Diversification by spreading your money across multiple investments will reduce risk. Investors should only invest a proportion of their available investment funds via BOYE-THOMPSON CROWDFUNDING due to the high risks involved.

Tax reliefs and savings may not materialise

BOYE-THOMPSON CROWDFUNDING does not guarantee that Enterprise Investment Scheme ("EIS") tax relief, SEED EIS tax relief or any other type of tax relief shall apply in respect of any investments made by you as an investor in companies via the BOYE-THOMPSON CROWDFUNDING Website. BOYE-THOMPSON CROWDFUNDING recommends that you take your own tax advice on any investments which you make via the BOYE-THOMPSON CROWDFUNDING Website.

BOYE-THOMPSON CROWDFUNDING does not make personal recommendations and does not promise that a particular investment will be suitable for the individual circumstances of an investor.

Please note that just because a company has obtained an advance clearance from HMRC to confirm that it is for example an EIS qualifying company, it must be noted that the company can subsequently lose this status if it does not spend the investment in a prescribed way or it changes its business or share structure in a way which is contrary to the relevant tax rules. Furthermore if the investee company goes to a successful exit event within three years (which you may have no control over) then the benefits of EIS tax relief will not apply. If the investee company is required by a majority of its investors to enter into a shareholders' agreement (using the form prescribed by BOYE-THOMPSON CROWDFUNDING) then there are standard provisions to help ensure that any tax relief is maintained but it should be noted that this cannot be guaranteed as a complete safeguard in itself.