

Kuber
Ventures
Due Diligence
Compendium

be
diligent



Introduction

The Due Diligence compendium is designed to provide a comprehensive insight to the Kuber platform, specifically highlighting operating structure, its compliant operation and the underlying governance which supports the robustness of the overall Kuber Platform.

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Compliance

What is Kuber?

This section outlines the Kuber proposition along with the compliance benefits such a proposition provides.

Kuber is based on the same principle as traditional fund platforms: it gives you access to a range of Investments in one place using one application form. The main difference between Kuber and traditional fund platforms is that we don't offer traditional funds; we offer access to EIS and SEIS Schemes as well as opportunities that qualify for Business Property Relief.

The Investments are not like traditional funds. They are actually individual discretionary managed accounts investing in new shares issued by trading companies that aim to meet EIS, SEIS or BPR qualifying rules. Some are structured as Alternative Investment Funds which also invest in new shares issued by trading companies that aim to meet EIS, SEIS or BPR qualifying rules.

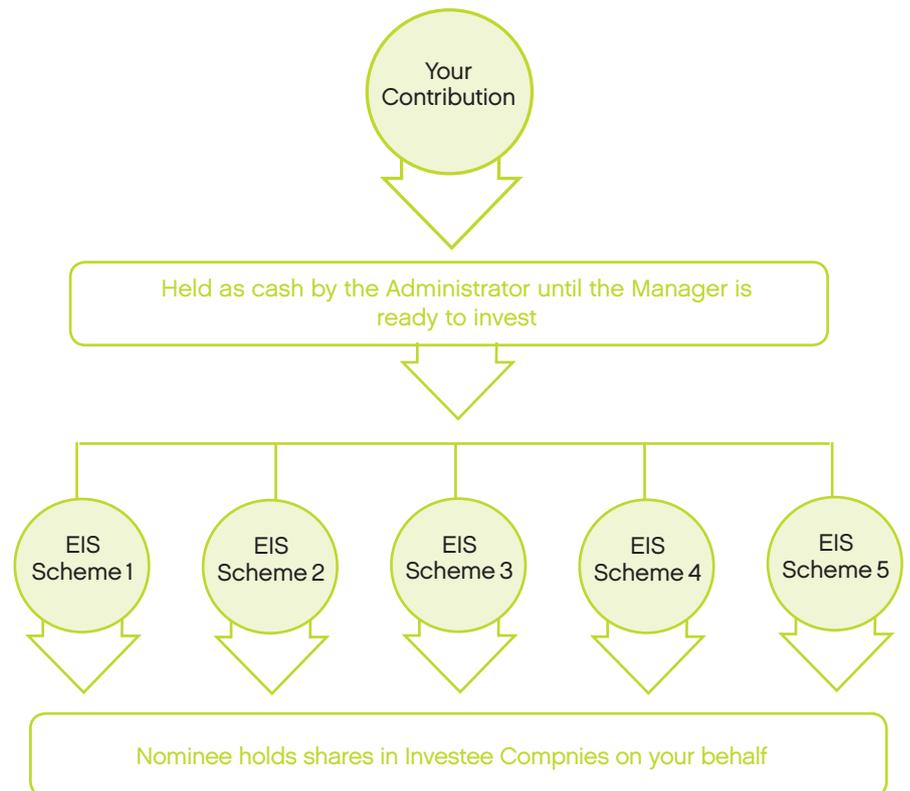
How do we help?

- > Greater transparency by aggregating EIS/SEIS and BPR investments on one platform that offers detailed management information on:
 - > Investment companies used
 - > Investee company exposure by client
 - > Document repository
 - > Compliance reporting/monitoring at company aggregate or individual level, on adviser use of EIS/SEIS and BPR
 - > Reporting on 'nonstandard' applications (applications that do not pass the appropriateness test)
 - > Illustrations and due diligence that support the compliance process
- > Ability of adviser businesses to build portfolios within their own investment governance processes that match their client risk definitions
- > Ability to bring 'funds under influence' within a client relationship

Compliance continued

How does Kuber work?

Our administrator will initially hold your contributions in a client account, pending investment by the managers that you have selected. Once the managers have identified suitable EIS/SEIS or BPR investments, they will instruct the administrator to subscribe for shares in that company.



Each manager will aim to hold a spread of companies in your portfolio to help you achieve an appropriate level of diversification. The amount of diversification will vary at the discretion of the individual Portfolio Manager.

If regular contributions are only made for a short period of time then it's possible that a manager may invest all of the funds in only one investee company and you would not benefit from any diversification.



Compliance continued

What are the charges?

Kuber's charges are clear and simple

- > An initial fee of 1.5% of your subscription, which is deducted from your investment (in the case of applications received requesting to be treated on an elective professional basis, an initial fee of 3% of your subscription amount will be charged)
- > An annual fee of 0.2% (+VAT) of your total portfolio of investments made with capital via Kuber
- > An administration fee of £20.00 (+VAT) per regular contribution or £100 (+VAT) for single contributions
- > A transaction fee of £7.50 (+VAT) per investment made
- > The EIS manager fees will be in addition. Where possible, Kuber has negotiated reduced fees with managers to offset the costs associated with investing through Kuber. Generally this will mean that there is a minimal difference in cost between investing through Kuber and investing directly with the manager.

The manager fees are outlined in full in the respective fund fact sheets.

VAT will be added where applicable.

Compliance continued

Why Kuber?

Why choose us?

With the increasing complexity of running EIS portfolios, both from an administration and monitoring perspective, Kuber is designed to simplify the process. By using Kuber for your EIS investments you benefit from:

- > Access to a wide range of EIS portfolios
- > Diversification of your investments over a number of EIS Managers and portfolios, which helps to control risk
- > Simplicity – one application form and one payment
- > Online access valuations – giving you a clear view of all your EIS investments
- > Ease of monitoring – you are able to track an extensive EIS investment portfolio through one platform

Investing with Kuber

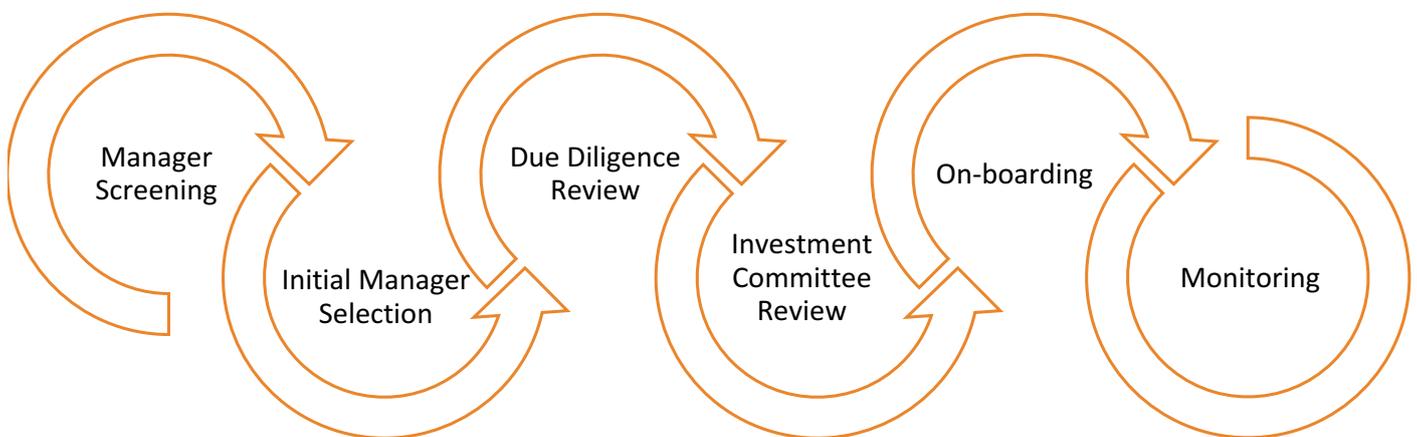
You can contribute to the scheme either via a single lump sum or by regular contributions:

- > The minimum single lump sum contribution is £20,000
- > The minimum investment in each EIS Portfolio is £1,000 for monthly contributions and £10,000 for single contributions
- > If you wish to invest in BPR schemes the minimum lump sum investment is £50,000 with a minimum investment of £12,500 per scheme.
- > You can change your contributions at any time (including stopping and starting them entirely) without any additional charges

Investment Governance

This section outlines Kuber's Investment Governance including a detailed look at Kuber's underlying due diligence and the onboarding of Fund Managers.

Due Diligence Process



The above diagram outlines the ongoing due diligence process that is undertaken at Kuber from the initial manager screening to the ongoing manager monitoring.

In the first instance, Kuber uses its knowledge of the EIS/SEIS & BPR market, together with Independent research sources such as MICAP, Tax Efficient Review, Allenbridge's Tax Shelter Report and Hardman & Co to identify the universe of suitable EIS/SEIS & BPR funds.

Investment Governance continued

Process

1. Manager Screening

In the first instance, Kuber uses its knowledge of the EIS/SEIS & BPR market together with Independent research sources such as MICAP, Tax Efficient Review and Allenbridge's Tax Shelter Report and Hardman & Co to identify the universe of suitable EIS/SEIS & BPR funds. Kuber aims to apply its parameters to the whole EIS/SEIS & BPR market.

2. Initial Manager Selection

Kuber will at this stage review each manager who has passed the screening process. This will involve a meeting or detailed call with each manager, primarily to gauge their appetite for making their EIS/SEIS & BPR portfolios available through the Kuber platform.

3. Due Diligence Review

A detailed due diligence questionnaire (Appendix A) will be issued by Kuber Ventures to all those managers who have confirmed their interest in joining the Kuber platform.

4. Investment Committee Review

The Kuber Investment Committee is made up of 5 members, two of which are independent of Kuber. (Please refer to Appendix B for Investment Committee Terms of Reference)

5. On-boarding

At this stage Managers complete the necessary documentation to join the Kuber platform, and supply full information on their EIS/SEIS/BPR portfolio to be included in the Kuber literature and website.

6. Monitoring

Once the EIS/SEIS/BPR manager is on the Kuber platform, this is not the end of the due diligence process. The Committee will conduct half yearly validation checks on all managers to determine whether there have been any adverse changes since completion of the original questionnaire.

Investment Governance continued

Process

“We believe that this robust and independent investment governance process can provide advisers with the confidence to recommend a diversified portfolio of EIS /SEIS & BPR investments through Kuber Ventures”

1. Manager Screening

In the first instance, Kuber uses its knowledge of the EIS/SEIS & BPR market together with Independent research sources such as MICAP Tax Efficient Review and Allenbridge’s Tax Shelter Report and Hardman & Co to identify the universe of suitable EIS/SEIS & BPR funds. Kuber aims to apply its parameters to the whole EIS/SEIS & BPR market.

Parameters aim to share common criteria with those set by banks and wealth managers and include:

- > EIS/SEIS & BPR fund manager must be authorised and regulated by the FCA with permission to manage investments for retail clients
- > The manager must have a track record of working with EIS, VCT or other similar solutions in each of last 3 tax years. Where the manager does not have such a track record, senior personnel must have worked in EIS/VCT at senior level
- > Must have clear intention to open new EIS/SEIS solutions in subsequent tax years
- > Manager or its employees, consultants or advisers must have at least 5 years’ experience of investing in unquoted smaller companies with particular expertise in the sector in which EIS will be investing, with track record of realising existing investments
- > Manager must have robust and documented processes for selecting investment opportunities. Where the Manager might be regarded as a boutique, process should be governed and validated by an investment committee or external specialist
- > HMRC advanced assurance must be obtained on all investee companies prior to investment, copies of which must be provided.

2. Initial Manager Selection

Kuber will at this stage review each manager who has passed the screening process. This will involve a meeting or detailed call with each manager, primarily to gauge their appetite for making their EIS/SEIS & BPR portfolios available through the Kuber platform.

Investment Governance continued

3. Due Diligence Review

A detailed due diligence questionnaire will be issued by Kuber Ventures to all those managers who have confirmed their interest in joining the Kuber platform.

The questionnaire covers the Details of Scheme Manager, Product, Investor Protection/Administration and General information.

The completed questionnaires are returned to Kuber for review in conjunction with interested managers.

4. Investment Committee Review

The Kuber Investment Committee is made up of 4 members, two of which are independent of Kuber.

The purpose of the Committee is to independently validate the information supplied by the EIS managers on the completed questionnaires, and if necessary to request further information / clarification.

The Committee will then make the final decision with regard to the inclusion of managers on the Kuber platform.

5. On-boarding

At this stage Managers complete the necessary documentation to join the Kuber platform, and supply full information on their EIS portfolio to be included in the Kuber literature and website.

Managers must also agree to the ongoing monitoring process.

6. Monitoring

Once the EIS manager is on the Kuber platform, this is not the end of the due diligence process. The Committee will conduct half yearly validation checks on all managers to determine whether there have been any adverse changes since completion of the original questionnaire.

This process may require further information to be supplied to the Committee. The outcome of this process will determine whether the manager continues to be made available to investors through Kuber, and also if an update is required for all existing investors and advisers.

Investment Governance continued

Initial Manager Selection

The Kuber panel must cover a broad spectrum of risk/return profiles across a broad range of industry sectors.

FCA authorisation:

- > EIS fund manager and investment advisor (if different) must be authorised and regulated by the FCA or be an appointed representative of a firm authorised and regulated by the FCA.
- > Manager must hold retail permission for managing EIS portfolios.

Enterprise Investment Scheme (EIS) track record:

- > Managers must have promoted (Seed) Enterprise Investment Schemes solutions during the past 3 tax years. If the manager is new to EIS/SEIS, key personnel must have worked in EIS or private equity sector at a senior level.
- > There must be a clear intention of opening new EIS solutions in subsequent tax years.
- > Senior management team must have a minimum of 5 years experience of investing in unquoted companies; with expertise in the relevant sector in which the portfolio will be investing. A track record is required.

Senior Management Experience

- > Senior management team must have a strong record in deal origination and strong deal flow.
- > Manager must have a robust administration process, and have a dedicated client service function.

HMRC

- > HMRC advanced assurance must be obtained on all investee companies prior to investment; copies must be provided.



Investment Governance continued

Kuber Investment Committee

The purpose of the Committee is to independently validate the information supplied by the EIS managers on the completed questionnaires, and if necessary to request further information/ clarification. The Committee will then make the final decision with regard to the inclusion of managers on the Kuber platform.

The Kuber Investment Committee is made up of five members, three of which are independent of Kuber.

Committee Members:

Seonaid Mackenzie, Managing Partner Sturgeon Ventures Seonaid Mackenzie has had a 29 year career in the City, having been a stockbroker and a fund manager, as well as operating UK funds, and fund raising for private companies and funds. Seonaid founded Sturgeon Ventures LLP as a “single family office” in 1998, investing in public and private companies. Sturgeon Ventures LLP are the longest serving/ running wholesale incubator in London; their clients include fund managers with various strategies from the UK and US, third party fund raisers, corporate finance firms and family offices, amongst others. Sturgeon’s team offer regulatory and risk services and start up mentoring, a virtual Chief Operating Officer service for fund launches, and often assist overseas firms starting in London.

Jenny Harding, Legal Counsel Gulf Bank UK

Jenny Harding works as Head of Legal at Gulf Bank UK. Prior to this Jenny spent 8 years at TT International where she was also Head of Legal. She has also worked as a lawyer at Merrill Lynch Investment Managers (now Blackrock) and AXA Investment Managers Limited. Jenny is a qualified barrister and began her legal career at the Bar of England and Wales.

Dermot Campbell, Chief Executive Officer of Kuber Ventures

Dermot is CEO of Kuber Ventures and part of the executive team. He has many years experience as a wealth management professional covering both investment management and wealth structuring. He has worked for UBS Wealth Management in the UK where he was a director and head of the intermediaries’ client management team and before that he worked for various organisations including Abacus, the Channel Isles trust company (now Royal Bank of Canada) formally owned by PWC and several boutique advisory firms.

Dermot is a Chartered Wealth Manager and Chartered Financial Planner, an associate of the Personal Finance Society and a member of the Chartered Institute of Securities and Investments.

Thomas Harper, Head of Operations of Kuber Ventures

Thomas has over 10 years’ experience in the Financial Services sector, primarily within the Alternative Investments arena, Thomas’ roles have spanned both Capital Raising and Operational functions, and key responsibilities have included the raising and deploying of capital into EIS vehicles and the creation and management of cradle-to-grave processes for BPR-qualifying investments. Thomas has also developed extensive hands on project management experience through the development of IT data systems and associated software with First Data International.

Investment Governance continued

Kuber Investment Committee continued

David Moss

David currently holds the position of General Counsel and Head of Compliance at Permian Global. David has over 25 years' experience as a corporate finance lawyer working on numerous M&A and other capital market transactions, and his practice has spanned a range of sectors both public and private. Prior to joining Permian Global, David was a partner at the City of London law firm Kingsley Napley; he has also held a number of non-executive posts in corporate entities. He gained an LL.B at Hull University.

On-boarding

Process

- > Manager successfully completes due diligence process and agrees to Kuber terms and conditions.
- > Manager completes fund and administration agreements.
- > Manager provides information to be included on Kuber website and in Kuber literature.
- > Manager agrees to complete ongoing due diligence as required by Kuber.

Monitoring

Validation Checks

Half-yearly monitoring by Kuber Committee - to include the following:

- > Confirm any changes to the manager's key personnel and members of its Investment Committee.
 - > New personnel listed and active on the Financial Services Register?
- > Confirmation of regulatory status of firm and key individuals.
- > Changes to structure/ownership of organization.
- > Have there been client complaints or enforcement actions by the FCA?
- > Changes of administration processes or outsourced partners?
- > Outline negative news or litigation under which firm or any key personnel have been associated with.
- > Confirmation of Professional Indemnity Insurance (PI) and provider of coverage.
- > Confirmation that audited accounts filed in timely manner.

Business Structure

Kuber Ventures adheres to a collegiate philosophy and the Kuber team is at the heart of that, this section outlines the Kuber business structure which supports Kuber from an advisory and operational perspective.

The advisory board of Kuber consists of:

> **Dermot Campbell**

Dermot Campbell's career as a wealth management professional has spanned 23 years across a range of disciplines, including management, private banking, financial planning, product specialisation and as an independent financial adviser. This range of experience and knowledge gained through high profile Directorships and management roles has seen Dermot's reputation as an industry expert and thought-leader grow considerably over the years. Since 2012, Dermot has been Chief Executive of Kuber Ventures Ltd, developing the business from its initial launch to the successful EIS investment platform that it is today.

> **Adrian Asher**

Adrian Asher was formerly head of information security for Betfair, CISO for MAN Investments, Skype and Global Head of IT Security for HSBC Group and is now Chief Information Security Officer at the London Stock Exchange. Adrian is actively involved in developing Kuber's technology strategy including security

> **Brendan Forster**

Brendan built his profile as a successful and serial angel investor following his position as Carphone Warehouse's first IT director from 1993 until 2005. Subsequently Brendan built a position as the majority shareholder (CEO and subsequently Chairman) in Stonewood Group, which specialises in the design, manufacture and delivery of data encryption products and services. In June 2010 Stonewood was sold to US-listed ViaSat for £14m. In addition to these successes, Forster retains a number of other active angel investments holding majority stakes and board positions in businesses ranging from tech startups, precision engineering specialists and niche recruitment businesses, as well as a portfolio of minority positions in other startups.

> **Jenny Harding**

Jenny Harding works at Gulf Bank (UK) as Head of Legal. Prior to this Jenny spent 8 years at TT International where she was also Head of Legal. She has also worked as a lawyer at Merrill Lynch Investment Managers (now Blackrock) and AXA Investment Managers Limited. Jenny is a qualified barrister and began her legal career at the bar of England and Wales.

> **David Moss**

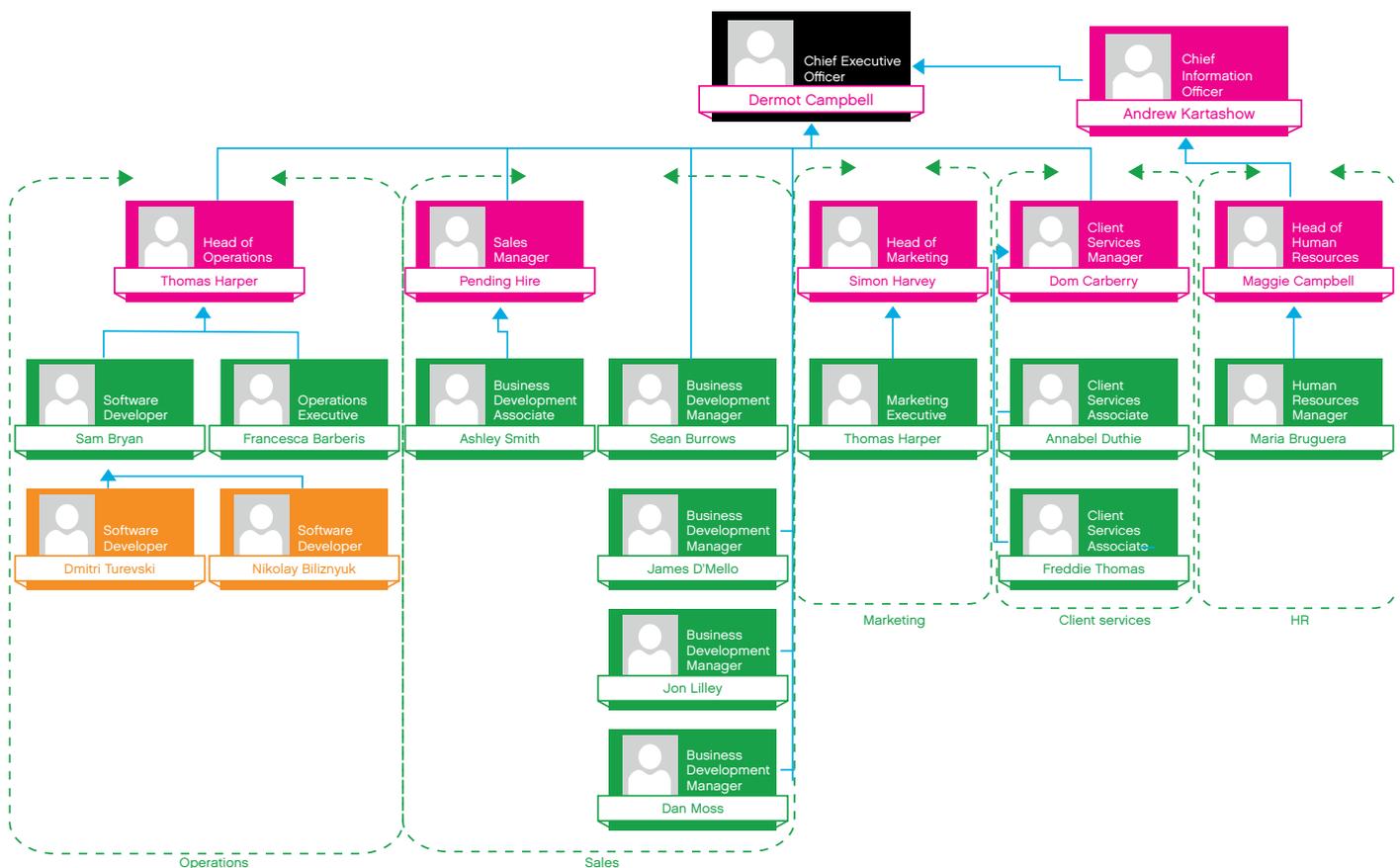
David currently holds the position of General Counsel and Head of Compliance at Permian Global. David has over 25 years' experience as a corporate finance lawyer working on numerous M&A and other capital market transactions, and his practice has spanned a range of sectors both public and private. Prior to joining Permian Global David was a partner at the City of London law firm Kingsley Napley; he has also held a number of non-executive posts in corporate entities. He gained an LL.B at Hull University.

Business Structure continued

> **Joel Newman**

Joel joined Nyman Libson Paul in 1991 and is the current Managing Partner of the practice. Much of his time is devoted to specialist tax advice, particularly in connection with partnership tax, sales and acquisitions. As well as being a qualified Chartered Accountant, Joel is also an Associate of the Chartered Institute of Taxation and a Member of the Faculty of Taxation of the Institute of Chartered Accountants. As a result of his expertise, he has written several books in connection with tax on maintenance payments.

Kuber Ventures Limited Company Structure



Business Partners

This section identifies Kuber's trusted business partners who support the Kuber proposition through compliance, due diligence, operations and administration.



Administrator and Nominee

Woodside Corporate Services Limited ('WCSL')

WCSL is a wholly-owned subsidiary and member of the Woodside Secretaries Limited ('WSL') group of companies. WSL has been trading since 1st July 1989 and was acquired in May 2012 by Tricor ATC Solutions LLP, part of the Tricor Group based in Hong Kong, which is itself part of the Bank of East Asia group.

The principal business of WSL is corporate secretarial and corporate administration services. Due to demand from its clients, WSL incorporated WCSL in 2007 and it became FCA-authorized in November 2007.

WCSL's main activities are as Receiving Agent, Custodian, Security Trustee, Nominee and Administrator of LLPs and EIS Funds. The group currently has over 75 clients and works with over twenty FCA-authorized companies. It is currently in negotiation with or has signed up conditional contracts for the current Tax Year for another 30 EIS Funds, LLPs or VCTs with fifteen new FCA authorized clients and five existing clients, as well as handling share offers for another 20 companies.

It also works closely with firms of solicitors who are also regulated such as Howard Kennedy, Marriott Harrison, DLA Piper and Edwin Coe.

A separate bank account is used for each transaction. It will be with Metro Bank and will be a Trustee Account (so that it is not part of WCSL's assets), duly certified as such by Metro Bank. All client accounts are segregated for each client and co-mingling of clients' assets does not take place.

Regulatory host

Sturgeon

Sturgeon Ventures is the most established FCA Regulatory Incubator known by some as an FCA Umbrella, Hosting Platform or Regulatory Hosting firm. Sturgeon provides regulatory hosting services for Kuber Ventures.

A regulatory hosting platform provides an opportunity for investment advisers and managers (the client firm) to carry out regulated activities with appropriate FCA permissions without, or prior to, the client firm obtaining direct authorisation in its own right. The platform provider (the host firm) allows its regulatory permissions to be used by the client firm to enable that firm to carry out investment management, investment advisory and/or marketing services whilst allowing the client firm to retain its own identity, ownership and control. This allows a firm to build a track record, competency and business process whilst achieving critical mass.



Business Partners continued



Professional indemnity insurance

Tysers

Founded in 1820, Tysers began in the marine trade, the developing world, and assisted governments with state-owned insurance programmes.

Tysers International Financial & Professional risks team possess a wealth of experience in this sector. Tysers in-depth knowledge of both products and markets enable Tysers to provide unique and creative risk solutions to UK and International clients worldwide, which consist of direct clients, wholesale & retail brokers, insurance/reinsurance companies, MGAs, captives, affinity groups & trade associations.

Tysers provides Kuber Ventures with the appropriate professional indemnity cover.

Operating Policies

The following section contains key policies which underpin the Kuber operation.

Introduction

Kuber Ventures Limited values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- > Setting out a clear anti-bribery policy;
- > Training all consultants and clients, so that they can recognise and avoid the use of bribery by themselves and others;
- > Encouraging its consultants and clients to be vigilant and to report any suspicion of bribery, providing them with suitable channels of communication and ensuring sensitive information is treated appropriately;
- > Notifying all third parties that the Company engage with of its policy and zero tolerance of bribery and/or corruption;
- > Rigorously investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution;
- > Taking firm and vigorous action against any individual(s) involved in bribery.

The Policy

Kuber Ventures Limited prohibits: the offering, the giving, the solicitation or the acceptance of any bribe, whether cash or other inducement to or from any person or company, wherever they are situated and whether they are a public official or body or private person or company by any individual consultant, agent or other person or body acting on the Company's behalf in order to gain any commercial, contractual or regulatory advantage for the Company in a way which is unethical or in order to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual.

Further Clarification

The Company recognises that market practice varies across the territories in which it does business and what is normal and acceptable in one place may not be in another. This policy prohibits any inducement which results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action which may not be solely in the interests of the Company or of the person or body employing or contracting with them or whom they represent.

This policy is not meant to prohibit the following practices providing they are customary in a particular market, are proportionate and are properly recorded

- > Normal and appropriate hospitality
- > The giving of a gift for a corporate reason or at another special time, as long as reported in the proper manner within the firm on the gifts register

Operating Policies continued

Bribery

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the local senior manager with responsibility for this policy before proceeding. If necessary, guidance should also be sought from the Compliance Officer Consultants and Principles Responsibility within Kuber.

Consultants and Principles Responsibility within Kuber Ventures Limited

The prevention, detection and reporting of bribery is the responsibility of all. Suitable communication channels which report any suspicion of bribery will be maintained via the Anti-Corruption Reporting procedures.

Technology

Recognising that the unique nature of the Kuber offering requires a bespoke technological solution, Kuber Ventures has developed KuberView+, a proprietary software system designed and built on the Vaadin web framework.

KuberView+ has been developed in-house; the only platform of its kind, it is the next iteration of the UK's first dedicated EIS platform. The widget based architecture will be used to give advisers and investors access to a wide range of EIS products, resources and document repositories. Over time the system can be extended to provide windows onto other back office systems, financial accounts, management information, as well as third party content such as video, messaging, and specialist news feeds.

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Operating Policies continued

This page (together with the documents referred to on it) tells you the Terms and Conditions of Use (Terms of Use) on which you may make use of this website www.kuberventures.com (the Website).

Please read these terms of use carefully before you start to use our Website. By using our Website, you indicate that you accept the Terms of Use and that you agree to abide by them. If you do not agree to the Terms of Use, please refrain from using our Website.

1 Information about us

1.1 We are a limited company registered in England and Wales at Companies House under the name Kuber Ventures Limited (we, us, our, and Kuber Ventures Limited). Our registered office is at 25 Sackville Street, London, W1S 3AX and our company number is 8693809.

1.2 We are an Appointed Representative of Sturgeon Ventures Limited who are authorised and regulated by the Financial Conduct Authority (the FCA) with the Firm Reference Number 452811 and Kuber Ventures Limited is entered on the FCA Register with the firm identification number 574987.

1.3 We arrange investments on behalf of our clients through the Kuber multi-manager investment platform. Insofar as any part of this Website may constitute a Financial Promotion under the Financial Services and Markets Act 2000 (FSMA) its content has been approved by an authorised person for the purposes of section 21 of FSMA.

1.4 If you have any queries about the Website or any information contained on it, please contact us at 25 Sackville Street, London, W1S 3AX; by telephone on 020 7952 6685; or by email at info@kuberventures.com

2 Accessing our website

2.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. From time to time, we may restrict access to some or all of our Website. We will not be liable if for any reason our Website is unavailable at any time or for any period.

2.2 If you breach these Terms of Use, your permission to use the Website terminates immediately and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 You are responsible for making all arrangements necessary for you to have access to our Website.

2.4 By accessing our Website any person using your computer agrees to be bound by these Terms of Use. You are responsible for ensuring that all persons who access our Website through your internet connection and on your computer are aware of these Terms of Use and that they comply with them. You are also responsible for the use of our Website by any person using your computer.

3 Disclaimer

3.1 Nothing on this Website is intended, nor should it be taken, to create any legal or contractual relationship. Any transmission, downloading or sending of any information from the Website does not create any contractual relationship.

3.2 The content of the Website is designed for information purposes only. Neither the information nor any opinions stated in the Website constitutes a solicitation or offer by Kuber Ventures Limited to buy or sell any securities or other financial instruments or to provide any investment advice.

3.3 The provision of investment services may be restricted in certain jurisdictions. It is your responsibility to acquaint yourself with any local laws and restrictions on the usage of this Website and the availability of any services described on it. The information on this Website is not intended for distribution to or use by any personal entity in any jurisdiction or country where such distribution would be contrary to local law or regulation. The Services are available only to persons in the United Kingdom and other European Economic Area countries. The Services are not available to United States persons directly, unless introduced to Kuber Ventures Limited by a FINRA registered broker or their United States attorney.

3.4 Nothing in this Website may be published in the press or elsewhere without permission of Kuber Ventures Limited.

3.5 Kuber Ventures Limited does not provide legal or tax advice. Clients of Kuber Ventures Limited and viewers of this Website are encouraged to consult their own legal and tax advisers before making any investment decision. Private companies in all jurisdictions and potential investors should take independent legal and

Operating Policies continued

taxation and investment advice before proceeding with any type of fund raising activity.

3.6 While we endeavour at all times to ensure information on our Website is clear, fair and not misleading at the date of publication, we do not hold the information as impartial and it should not be viewed as wholly objective. Information on this Website is based on sources that we believe to be reliable but we give no undertaking that it is accurate or complete and Kuber Ventures Limited cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose or at all.

3.7 Any opinions are subject to change without notice and Kuber Ventures Limited is under no obligation to report or keep information accurate.

3.8 This Website is controlled and operated by Kuber Ventures Limited in the United Kingdom. We make no representations that materials in the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so at their own risk and are responsible for compliance with all applicable laws.

4 Intellectual property rights

4.1 This Website, its contents, any materials downloaded, and all intellectual property pertaining to or contained on the Website (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by or licensed to us and/or from third parties and all rights, title and interest in them shall remain the property of Kuber Ventures Limited and/or such third parties (collectively, the Content).

4.2 The Content is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

4.3 You are permitted to print copies and download extracts of the content on the Website for your own personal use for information purposes only, and may draw the attention of others within your organisation to material posted on the Website, subject to the following conditions:

4.3.1 our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged;

4.3.2 you must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or graphics separately from any accompanying text;

4.3.3 you must not duplicate, copy, publish, modify, create derivative works from, participate in the transfer of, post on the internet, or in any way distribute, redistribute or exploit the Website, or any portion of the Website, for any public or commercial use without our express prior written consent;

4.3.4 you must not otherwise use any part of the Website in contravention of these Terms of Use.

4.4 If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return to us or destroy any copies of the materials you have made.

5 Unlawful or prohibited use

5.1 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, trojans, worms, logic bombs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

5.2 You must not misuse our Website by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

5.3 Any such unauthorised use of our Website may give rise to a claim for damages and/or be a criminal offence under the Computer Misuse Act 1990. We will report any such activity to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately and without further notice.

Operating Policies continued

6 Privacy

6.1 Our Privacy Policy applies to use of our Website, and its terms are made a part of these Terms of Use by this reference.

6.2 Additionally, by using our Website, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to our Website may be read or intercepted by others, notwithstanding our efforts to protect such transmissions. We are not responsible for any messages which are lost, altered by third parties or intercepted and we will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or by us to you via the internet.

6.3 Our Website makes use of cookies. Cookies are files which our server uses to identify your computer. Cookies cannot identify which person is using the computer. The cookies we use record which parts of our Site are being visited and for how long.

6.4 The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 requires that cookies can only be placed on a computer where the user has given their express consent. You can choose to accept or decline cookies when you first access our Site. We require you to indicate your choice via an automated "pop-up" box, which explains the cookies we use and what we use them for. Most web browsers automatically accept cookies, but you can also usually modify your browser setting to decline cookies if you prefer. If you decline to accept our use of cookies or set your web browser to decline their use, you will have only limited functionality in the use of our Site. Our Privacy Policy contains further guidance on our use of cookies.

7 Exclusion of liability

7.1 The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy, originality or completeness. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:

7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website,

any websites linked to it and any materials posted on it, including:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of goodwill;
- (g) wasted management or office time; and
- (h) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

7.1.3 In jurisdictions which do not allow the exclusion or limitations of certain types of liability, Kuber Ventures Limited's liability will be limited to the maximum extent permitted by law.

7.2 Nothing in these Terms of Use limits or excludes our liability for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited under applicable law.

8 Indemnity

8.1 By using our Website, you agree to indemnify and hold harmless Kuber Ventures Limited from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that Kuber Ventures Limited may become obliged to pay, arising or resulting from your use of our Website, the Content, or your breach of these Terms of Use. Kuber Ventures Limited reserves the right to assume or participate, at your expense, in the investigation, settlement and defence of any such action or claim.

9 Links to third party websites

9.1 Our Website may contain links to websites and resources maintained by third parties. These links are provided for your information only. We have no control over the contents of those websites and resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We are not responsible for the content, availability or privacy policies of those sites, and the existence of such links should not be considered an endorsement or recommendation of those sites or of any product or service offered on those sites or of any party that is associated with those sites.

Operating Policies continued

9.2 Please note that other websites and resources linked to on our Website may be governed by separate terms and conditions, including privacy policies. You should refer to the applicable terms and conditions of those websites and resources before using them and you should direct any questions or comments about the linked website or resource to the appropriate website provider.

10 Linking to our website

10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

10.2 You must not establish a link from any website that is not owned by you.

10.3 Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

10.4 If you wish to make any use of material on our Website other than that set out above, please address your request to info@kuberventures.com.

11 Revision of terms

11.1 We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Website.

12 Jurisdiction and Applicable law

12.1 The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Website. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

12.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13 Miscellaneous

13.1 Any failure by Kuber Ventures Limited to exercise any rights or enforce any of these Terms of Use shall not constitute a waiver of such rights or terms.

13.2 If any provision of these Terms of Use or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms of Use, or the application of such provision in other circumstances, shall not be affected thereby, and each provision of these Terms of Use shall be valid and enforced to the fullest extent permitted by law.

13.3 These Terms of Use (together with any documents referred to in them) constitute the entire agreement between you and Kuber Ventures Limited with regard to your use of our Website, and any and all other written or oral agreements or understandings previously existing between you and Kuber Ventures Limited with respect to such use are superseded and cancelled.

14 Your Concerns

14.1 If you have any concerns about any material which appears on our Website, please contact info@kuberventures.com.

Kuber website legal disclaimer

General information

Kuber Ventures Limited (FRN 574987) is the Appointed Representative of Sturgeon Ventures Limited, which is authorised and regulated by the Financial Conduct Authority. Kuber Ventures Limited owns and manages this website. This website is provided for marketing purposes only. As such, although reasonable care has been taken to ensure that the contents of this website is not misleading, nothing in this website should be taken as being a statement of fact, nor be relied on in any way. Any facts or figures stated in this website may not be correct at the time of your reading. The copyright in the contents of this website belongs to Kuber Ventures and unauthorised copying is strictly prohibited.

The investments referred to on this website may not be suitable for all investors. Kuber Ventures Limited does not provide, and nothing on this website should be construed as, investment or tax advice.

Potential investors are recommended to seek specialist independent tax and financial advice before investing in any of our products. It is not intended that anything stated in this website should be construed as an offer, or invitation to treat, or inducement for you to engage in any investment activity.

The information on this website relating to funds offered by Kuber Ventures Limited is directed at United Kingdom residents only and funds referred to on this website will not be offered to non-residents.

Please remember that past performance is no guide to future performance and may not be repeated.

The value of investments and the income derived from them may go down as well as up and you may not get back the amount originally invested. Tax rules and regulations are subject to change.

An investment into any of our products may only be made on the basis of the information set out in the respective prospectus or product brochure. Any information is not an offer or invitation to buy or sell shares. Kuber Ventures Limited is not able to provide advice on investors' suitability for an investment in any of our products. Opinions expressed on this website represent the views of Kuber.

Ventures at the time of publication. These are subject to change, and should not be interpreted as investment advice.

Kuber Ventures has taken all reasonable care to ensure that all the facts stated in this website are true and

accurate in all material respects, and that there are no other material facts or opinions which have been omitted where the omission of such would render this website misleading.

Enterprise Investment Schemes

Investments into an EIS must be retained for a minimum of three years in order to retain the upfront income tax relief. Investments made into EIS qualifying companies, because they are in unquoted companies, are likely to be higher risk than securities listed on the main market of the London Stock Exchange. Investments in shares in unquoted companies are not readily marketable and the timing of any share sales and other such realisation cannot be predicted or controlled. A partial withdrawal of an investment in an approved EIS fund is not permitted. Tax rules and regulations are subject to change, and depend on personal circumstances. Readers of this website who intend to invest are reminded that such an investment may only be made on the basis of the information and other risk factors contained in the product brochure. Kuber Ventures Limited will offer investments which we reasonably believe to be EIS qualifying investments at the time of acquisition (but please be aware that we give no commitment that any such investment will remain a qualifying investment at all times thereafter). Companies in such funds may cease to qualify. In this case, the relief available on that particular investment will be lost. Further details are set out in the relevant manager's Information Memorandum.

Website privacy and cookies policy

This privacy and Cookies policy (Privacy and Cookies Policy), together with our website terms of use (Terms of Use Policy) and any other documents referred to in it, set out the basis on which any personal data Kuber Ventures Limited (Kuber Ventures Limited, us, we or our) collects from you, or that you provide to us, will be processed by us. Kuber Ventures Limited is committed to ensuring that your privacy is protected, so please read this Privacy Policy carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purposes of the Data Protection Act 1998 (the Act), the data controller is Kuber Ventures Limited of 25 Sackville Street, London, W1S 3AX.

1 What type of information do we collect from you?

1.1 We may collect and process the following information from you:

1.1.1 information that you provide by filling in forms on our website www.kuberventures.com (our Website);

Kuber website legal disclaimer continued

1.1.2 if you contact us, we may keep a record of that correspondence; and

1.1.3 details of your visits to our Website and the resources that you access.

2 How do we use your personal data?

2.1 We use information held about you in the following ways:

2.1.1 to carry out our obligations arising from any contracts entered into between you and us;

2.1.2 to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;

2.1.3 to ensure that content from our Website is presented in the most effective manner for you and for your computer; and

2.1.4 to notify you about changes to our service.

2.2 We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these.

2.3 If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

3 Disclosure of information

3.1 We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the United Kingdom Companies Act 2006.

3.2 We may disclose your personal information to:

3.2.1 our affiliates or professional advisers;

3.2.2 persons or organisations who work on our behalf to provide a product or a service to you;

3.2.3 companies which perform marketing services on our behalf or with whom we have joint marketing agreements;

3.2.4 other companies who we believe may have products and services of interest to you.

3.3 We may also disclose your personal information to third parties if:

3.3.1 we sell or buy any business assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;

3.3.2 Kuber Ventures Limited or substantially all of its assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets;

3.3.3 we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements, or to protect the rights, property or safety of Kuber Ventures Limited, our customers or others, including exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. Kuber Ventures Limited's Data Protection No is ZA034475 or you can contact the ICO on www.ico.gov.uk.

4 How we protect your data

4.1 The data that we collect from you may be transferred to and stored at a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of contracts, the processing of details or the provision of support services. By submitting your personal data you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy and Cookies Policy.

4.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Website. Any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

4.3 We take all reasonable care to ensure the security of the website and of your personal information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will not share your information other than as provided for in this Privacy and Cookies Policy or as required by law, court order or other government or law enforcement authorities.

Kuber website legal disclaimer continued

5 IP addresses and cookies

- 5.1 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration purposes.
- 5.2 Cookies contain information that is transferred to your computer's hard drive. Cookies allow a web application to tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.
- 5.3 This statistical data does not identify an individual. We only use this information:
 - 5.3.1 to gather information on IP addresses and pages visited;
 - 5.3.2 to analyse trends;
 - 5.3.3 to administer the website;
 - 5.3.4 to track users' movements on the website; and
 - 5.3.5 for purposes of statistical analysis.
- 5.4 You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of our Website. Unless you have adjusted your browser settings so that it will refuse cookies, our system will issue cookies when you log on to our Website.

6 Links to other websites

- 6.1 This Privacy and Cookies Policy extends only to our Website and does not cover your use of, provision of data to and collection of data on any other website.
- 6.2 Our Website may from time to time contain links to and from other websites. If you follow a link to any of these websites please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. You should always check these policies before you submit any personal data to these websites.

7 Changes to this privacy policy

- 7.1 Our Privacy and Cookies Policy may be reviewed and enhanced from time to time. The up-to date version of our Privacy Policy is always available by applying in writing to Kuber Ventures Limited, 25 Sackville Street,

London W1S 3AX; or by emailing info@kuberventures.com. It may be necessary to contact you and obtain your consent regarding any significant changes to our Privacy Policy.

8 Your right to access your information

- 8.1 The Act gives you the right to obtain a copy of the personal data we hold about you. The fee for obtaining a copy of your information is £10 which will go towards meeting our costs in providing you with details of the information we hold about you. We can provide you with that information further to a request in writing to Kuber Ventures Limited, 25 Sackville Street, London W1S 3AX providing us with sufficient information to identify you (we may need to request proof of identity in some instances). You have the right to request an amendment to any information that we hold and which you believe to be incorrect.

9 Contact

- 9.1 Questions, comments and requests regarding this Privacy and Cookies Policy are welcomed and should be addressed to info@kuberventures.com
- 9.2 From time to time, Kuber Ventures Limited or third parties who we think have products or services of interest to you may send you emails, email newsletters or news updates alerting you to new features, products, promotions, or services pertaining to our Website. If you no longer wish to receive materials from us and/or from such third parties, you may opt-out of receiving these communications by writing to us at Kuber Ventures Limited, 25 Sackville Street, London W1S 3AX or by emailing us your request to unsubscribe to info@kuberventures.com

Appendix A

Due Diligence

Questionnaire

A detailed due diligence questionnaire is issued by Kuber Ventures to all those managers who have confirmed their interest in joining the Kuber platform.

The questionnaire covers the Details of Scheme Manager, Product, Investor Protection/Administration and General information.

Please provide the following

1. Details of Scheme Manager

In addition to the following please supply the latest set of annual audited accounts and any interims produced since then.

- 1.1 Details of organisation ownership/structure (organisation chart)
- 1.2 Hierarchy chart detailing the key members of the management team and their areas of responsibility.
- 1.3 Confirmation of your solvency position, both absolute and regulatory including details of your regulatory capital requirements (if any)
- 1.4 What levels of Professional Indemnity Insurance are in place (copy of schedule)?
- 1.5 What is your regulatory status and permissions?
- 1.6 Have you had any complaints, regulatory or other, or enforcement actions in the last 3 years?
- 1.7 Are there any regulatory issues outstanding?
- 1.8 Supply any current credit rating awarded by a recognised credit agency, if available.
- 1.9 Total funds raised in each of last 3 years. If more than one relevant product then split by product.
- 1.10 Current total funds under management (include as of date) .

Management Team

- 1.11 List all those making investment decisions, together with brief biographies. Include those on your Investment Committee. Outline why these are the right people to be managing the product. Include length of employment and any relevant qualifications.
- 1.12 Are all the individuals listed and active on the Financial Services Register? If not then what due diligence has been performed on them?
- 1.13 Are these people employees, consultants or acting in own capacity?
- 1.14 If not employees, what is their commitment to the scheme?
- 1.15 How are they remunerated?
- 1.16 List any potential conflicts of interest and how these are being managed.
- 1.17 Please give a list of directors, together with brief biographies.
- 1.18 Supply details of succession plans if available.

Appendix A

Due Diligence Questionnaire

continued

2. Product

In addition to the following please supply any prospectus, schemes of arrangement, marketing literature or any other supporting documents. For companies please supply the latest audited accounts.

- 2.1 Is the product eligible for EIS, SEIS or any other scheme?
- 2.2 Has advance assurance been received from HMRC? Will it be obtained for future investments?
- 2.3 Provide an overview of the investment strategy. Include reference to any style or sector preferences.
- 2.4 Outline your experience managing this particular type of investment.
- 2.5 Outline your processes for managing risk for investors, especially with respect to capital.
- 2.6 Outline what diversification investors can expect, if any. How many expected holdings and what weighting balance?
- 2.7 What is your minimum investment?
- 2.8 List all fees payable by investors, the portfolio and investee companies. This includes any fees that may be for specific services supplied e.g. director's fees, consulting services etc.
- 2.9 Describe the monitoring procedures in place to ensure the investments continue to meet the stated objectives.
- 2.10 Give any target returns for your product(s) and outline the basis on which they are calculated.
- 2.11 Are other funds raised in parallel to the portfolio? If so are outside firms used and what measures are in place to limit/prevent dilution?

Performance

- 2.12 Provide any available past performance statistics.
- 2.13 List previous investments made, holding times, exits and returns achieved. Include any failures.
- 2.14 What income have investors or the portfolio received?
- 2.15 What income should investors expect to receive?
- 2.16 How is portfolio cash invested? List any institutions used and how they are monitored.
- 2.17 How will investors be able to exit from the product? Will in specie transfer ever be used?
- 2.15 Assets raised for product in each of last 3 years, number of investors and amount currently invested?
- 2.16 What valuations are available to investors and how are they calculated?

Appendix A

Due Diligence

Questionnaire

continued

3. Investor Protection/Administration

Please supply copies of any investment manager, custody or administration agreements. Please note when any agreements expire.

- 3.1 What are the custody arrangements for client funds? Include arrangements for segregation.
- 3.2 What are the custody/nominee arrangements for investments?
- 3.3 What are the counterparty risks?
- 3.4 Provide an overview of administration systems, together with details of client servicing team.
- 3.5 Where processes are outsourced outline any monitoring arrangements.
- 3.6 How many complaints have been received from investors in the last 6 months (upheld/rejected, if applicable)?
- 3.7 How are complaints handled? Include details of the process followed.
- 3.8 Is the administration FATCA compliant?
- 3.9 Where any part of the service is outsourced please provide an overview of due diligence undertaken prior to working with the third party.
- 3.10 Are you able to supply electronic data feeds?
- 3.11 Are you a member of the Enterprise Investment Scheme Association?

4. General

- 4.1 Outline any negative news or litigation which your firm or key personnel have been associated with.
- 4.2 Confirm whether there have been any regulatory breaches or whether there are any current investigations by the FCA or any other regulatory body.
- 4.3 What problems, if any, have you had in the last 3 years?



Appendix B

Investment Committee

Terms of Reference

1. Purpose

- 1.1. The Investment Committee ('the Committee') is responsible for assessing and evaluating investment propositions for inclusion on the Kuber platform, and reviewing the performance of Funds and their Fund Managers where performance issues are flagged to the Committee.

2. Membership

- 2.1. The current members are Dermot Campbell, Thomas Harper, Jenny Harding, Seonaid Mackenzie and David Moss.
- 2.2. The Committee should consist of both executive and non-executive members (not Kuber employees). All members of the Committee shall have sufficient knowledge of the Company's business and of the industry to bring an independent and objective challenge.
- 2.3. Any change to the composition or constitution of the Committee must be voted on by the members of the Committee, and must receive a majority vote to put into effect.

3. Quorum and Voting

- 3.1. The quorum shall be three members, two of whom must be non-executive members.
- 3.2. The quorum for meetings of the Committee shall be two members present throughout the meeting. A member may participate in a Committee meeting by telephone and be counted in the quorum.
- 3.3. Each non-executive member shall have one vote each; the executive members shall share one vote, and matters requiring a vote of members shall be approved by an unanimous vote at the meeting, or by the unanimous written consent of the Committee members.

4. Attendance at meetings

- 4.1. Only members of the Committee have the right to attend the Committee meetings.
- 4.2. The members of the Committee shall, however, have the discretion to decide who else shall be invited to attend.
- 4.3. Notice of each meeting confirming the venue, date and time, together with an agenda of items to be discussed and supporting papers, where appropriate, shall be forwarded to each member of the Committee and to each other person invited to attend (if relevant) in a timely manner to enable full and proper consideration to be given to the issues.

5. Duration

- 5.1. Sufficient time should be allowed to enable the Committee to undertake as full a discussion as may be required.



Appendix B

Investment Committee

Terms of Reference

continued

6. Minutes

- 6.1. Minutes shall be kept of any meeting of the Committee and shall be promptly circulated to all members of the Committee and any invited attendees, if appropriate.

7. Authorities

- 7.1. The Committee should be provided with sufficient resources to undertake its duties.
- 7.2. The Committee is authorised by the board to obtain internal and external legal or other professional advice and to secure the attendance at meetings of outsiders with relevant experience and expertise, if it reasonably considers this necessary, at the Company's expense.
- 7.3. The Committee shall have access to the services of the secretary on all Committee matters, including (but not limited to) assisting the chairman in planning the Committee's work, drawing up meeting agendas, preparation and maintenance of minutes, drafting of material about its activities for the annual report, collection and distribution of information and provision of any necessary practical support.
- 7.4. The Committee is authorised to investigate any activity within its terms of reference;
- 7.5. The Committee is authorised to seek any information it requires from any employee of the group in order to perform its duties. All employees are directed to co-operate with any request made by the Committee.
- 7.6. The Committee shall have full authority to commission any reports or surveys which it deems necessary to help it fulfil its obligations.

8. Duties and Responsibilities

The Committee will perform the following duties:

- a) Consider investment proposals for inclusion on the Kuber platform and approve or reject them as appropriate, and to execute instruments in relation thereto;
- b) Determine and agree with the board the Company's framework or broad policy for considering and accepting investment proposals for inclusion on the Kuber platform; and shall monitor the implementation of the Company's policy and procedures in this regard;
- c) Consider candidates for appointment as external investment advisers, managers of the Company's investments and/or custodians, and to approve any such appointments, including agreeing remuneration, approving engagement terms; and monitoring the performance of such persons; and
- d) At least once a year, review its own performance, composition and terms of reference to ensure that it is operating effectively and recommend any changes that it considers necessary to the board for approval.

9. Reporting

- 9.1. The Committee shall make whatever recommendations to the board it deems appropriate on any area within its remit where action or improvement is needed.

For more information

Important Notice/Terms and Conditions

Please read the following information carefully as a professional adviser.

The information contained in this document is for discussion purposes only for professional advisers and their clients, it is not for Retail Clients. EIS 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.

By reading this document you are agreeing to the terms and conditions. For purposes of compliance with the UK Financial Services and Markets ACT 2000 (FSMA), this material is communicated by Kuber Ventures; and the contents of this financial promotion have been approved for the purposes of section 21 of the FSMA by Sturgeon Ventures LLP which is authorised and regulated by the Financial Conduct Authority (FCA) and it has its trading office at Dorland House, 20 Regent Street, London SW1Y 4PH.

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

Kuber Ventures Limited [FRN 574987] is an Appointed Representative of Sturgeon Ventures LLP which are authorised and regulated by the Financial Conduct Authority.

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