

# BRITISH DESIGN FUND



## The British Design Fund 2

THE TAX TREATMENT REFERRED TO IN THIS INFORMATION MEMORANDUM DEPENDS ON THE INDIVIDUAL CIRCUMSTANCES OF EACH INVESTOR AND MAY BE SUBJECT TO CHANGE IN FUTURE. IN ADDITION, THE AVAILABILITY OF ANY TAX RELIEFS DEPENDS ON THE INVESTEE COMPANIES MAINTAINING THEIR QUALIFYING STATUS.

THIS INVESTMENT IS NOT SUITABLE FOR ALL INVESTORS AS THE UNDERLYING INVESTMENTS ARE ILLIQUID.

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It is noted that the Application Form and Anti-Money Laundering Certificate are contained in a separate document to this Information Memorandum.

## IMPORTANT INFORMATION

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THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE IN REGARD TO THE CONTENTS OF THIS INFORMATION MEMORANDUM AND APPENDICES YOU SHOULD CONTACT AN INDEPENDENT FINANCIAL ADVISER OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FSMA) WHO SPECIALISES IN ADVISING ON INVESTMENTS OF THIS TYPE. RELIANCE ON THIS INFORMATION MEMORANDUM FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED. YOUR ATTENTION IS DRAWN TO PART SIX HEADED "RISK FACTORS". NOTHING IN THIS DOCUMENT CONSTITUTES INVESTMENT, TAX, FINANCIAL, REGULATORY OR OTHER ADVICE BY SAPPHIRE CAPITAL PARTNERS LLP OR BY TWENTY20 MENTORING LIMITED. **BEFORE INVESTING IN THIS FUND YOU SHOULD SEEK ADVICE FROM YOUR OWN INDEPENDENT INVESTMENT AND/OR TAX ADVISER.**

This Information Memorandum constitutes a financial promotion pursuant to section 21 of FSMA. Its contents have been approved for the purposes of section 21 of FSMA by Sapphire Capital Partners LLP (the "Authorised Person"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom and whose registered office is at 28 Deramore Park, Malone, Belfast BT9 5JU.

This Information Memorandum is issued solely for the purpose of seeking subscriptions from prospective Investors for investments in the Fund. This Information Memorandum is confidential and must not be copied, reproduced or distributed in whole or in part to any other person at any time without the prior written consent of the Authorised Person.

The communication of this Information Memorandum and the contents thereof is made to and directed at persons reasonably believed to be such persons as are referred to below and must not be passed on, directly or indirectly, to any other person in the United Kingdom:

- a) professional clients or eligible counterparties as defined in the Conduct of Business Sourcebook ("COBS") forming part of the FCA's Handbook of Rules and Guidance;
- b) retail clients who confirm in writing that they will receive advice on the investments referred to in this Information Memorandum from a financial adviser authorised and regulated by the FCA;
- c) to the extent that the recipient is a retail client who does not fall within category (b) above, only clients falling within the following categories subject to the condition referred to below (the "Condition"):
  - i. certified high net worth investors in terms of COBS 4.7.9R;
  - ii. certified sophisticated investors in terms of COBS 4.7.9R;
  - iii. self-certified sophisticated investors in terms of COBS 4.7.9R;
  - iv. certified restricted investors in terms of COBS 4.7.10R; and
- d) any person to whom the communication may otherwise lawfully be made. Further details relating to COBS Rules 4.7.9R and 4.7.10R are specified in Appendix 2 to this Information Memorandum.

The Condition referred to above is that either:

- a) the person who will arrange or deal in relation to the investments which are the subject of this Information Memorandum will comply with the FCA's rules on appropriateness set out in COBS 10, or equivalent requirements, for any application or order made in response to this Information Memorandum; or
- b) the recipient has confirmed that they are a retail client of a firm authorised in terms of FSMA that will comply with the FCA's rules on suitability set out in COBS 9 in relation to an investment in the Fund as set out in this Information Memorandum.

- c) To confirm compliance, the relevant financial adviser should complete and sign the Application Form.

The transmission of this Information Memorandum or the contents thereof to any other person is prohibited and persons not falling within the description set out above should not act or otherwise rely upon it.

Reliance on this promotion for the purpose of engaging in investment activity may expose an individual to a significant risk of losing all of the property invested.

The tax treatment referred to in this document depends on the individual circumstances of each Investor and may be subject to change in the future. In addition, the availability of any tax reliefs depends on the Investee Companies maintaining their qualifying Seed Enterprise Investment Scheme status which may affect the ability of the Fund to meet its objectives and/or reduce the level of returns which would otherwise have been achievable. Past performance is not a guide to future performance and may not be repeated. **The value of an investment may go down as well as up and an investor may not get back the full amount invested and may therefore lose some or all of their investment.**

An investment in the Fund carries substantial risk. Any Investment in the Fund should be regarded as being medium to long term in nature. There can be no assurance that the Fund's investment objective will be met and results may vary substantially over time. Investors' money subscribed to the Fund will be committed to Investments, which may be of a long term and illiquid nature. The companies in which the Fund invests will not be quoted on any regulated market and, accordingly, there will not be an established or ready market for any such shares. It may be difficult to obtain information regarding how much an Investment is worth or how risky it is at any given time and the Investment Manager may experience difficulty in realising the Investments (for value or at all).

An investment in the Fund may only be made on the basis of this Information Memorandum and the Investment Management Agreement. Neither Sapphire Capital Partners LLP nor Twenty20 Mentoring Limited or any of their respective directors, officers, employees, and agents accept any liability for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any information or opinions contained herein or in any other communication in connection with an investment in the Fund, except where such liability arises under FSMA, regulations made under FSMA, the FCA Rules or any applicable law and may not be excluded.

All information and illustrations in this Information Memorandum are stated as at the date of its issue. All statements of opinion or belief contained in this Information Memorandum and all views expressed and statements made represent the Authorised Person's own assessment and interpretation of information available to them as at the date of this Information Memorandum. No representation is made, or assurance given as to the accuracy, completeness, achievability or reasonableness of any views, statements, illustrations or forecasts or that the objectives of the Fund will be achieved. Prospective Investors are strongly advised to conduct their own due diligence including, without limitation, the legal and tax consequences to them of investing in the Fund and must determine for themselves what reliance (if any) they should place on such statements, views or forecasts. Prospective Investors' attention is drawn to the section entitled Risk Factors.

The Authorised Person believes that the factual content set-out in this Information Memorandum is accurate and that statements of opinion herein are reasonably held. This Information Memorandum was prepared by Twenty20 Mentoring Limited and approved by the Authorised Person. Subject to the Authorised Person's overriding duty under the FCA Rules to ensure that the content of this Information Memorandum is presented in a manner which is fair, clear and not misleading with respect to the persons to whom the Fund is promoted by it, the Authorised Person accepts no responsibility to any recipient of this Information Memorandum for inaccuracies in factual representation or for any consequences to such persons of placing reliance upon statements of the Authorised Person's opinion except to the extent required by law. Additionally, some material included in this Information Memorandum is derived from public or third-party sources, and each of the Authorised Person, Twenty20 Mentoring Limited and the Investment Manager disclaims all liability for any errors or misrepresentations which any such inclusions may contain and do not take responsibility for the content contained therein. This Information Memorandum contains certain information that constitutes "forward-looking statements" which can be recognised by use of terminology such as "may", "will", "should", "anticipate", "estimate", "intend", "continue", or

“believe” or their respective negatives or other comparable terminology. Forward-looking statements are provided for illustrative purposes only. Due to various risks and uncertainties, actual events, results or performance may differ materially from those reflected or contemplated in such forward-looking statements.

No person has been authorised to give any information, or to make any representation concerning the Fund other than the information set out in this Information Memorandum, and if given or made, such information or representation must not be relied on. This Information Memorandum is only intended for release in the United Kingdom and does not constitute an offer, or the solicitation of an offer, to buy or sell any security or share. It does not constitute a public offering in the United Kingdom. In addition, this Information Memorandum does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is unlawful or unauthorised or in which the person making such offer is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation. It is the responsibility of any person outside the United Kingdom wishing to make an application to invest in the Fund to satisfy himself as to full observance of the laws of any relevant territory in connection therewith.

Prospective Investors should be aware that the arrangements described in this Information Memorandum represent a discretionary Fund management service subject to the terms of the Investment Management Agreement set out in Appendix 1. Investors appoint the Investment Manager to act as their common discretionary investment manager to invest their subscription monies on a discretionary basis into a Fund to be invested in SEIS Qualifying Companies. The Fund will act as a group of individual bare trusts held separately in the name of the Nominee with each Investor being the sole beneficiary of each individual bare trust under a nominee arrangement. The Fund is not treated as an unregulated collective investment scheme (as defined in section 235 of FSMA). The Fund is an AIF.

The Authorised Person reserves the right to update this Information Memorandum from time to time. By submitting an Application Form, you agree to be bound by the terms and conditions.

### **Taxation Disclaimers**

The information contained in this Information Memorandum makes reference to the current laws concerning the Seed Enterprise Investment Scheme (“SEIS”) Income Tax Relief and Share Loss Relief (together, the SEIS Reliefs), CGT Reinvestment Relief and the CGT Exemption (together, the CGT Reliefs), and IHT Relief. These levels and bases of relief may be subject to change. The tax reliefs referred to in this Information Memorandum are those currently available and their value depends on individual circumstances.

It is the intention that the Fund will invest in companies which are Qualifying Companies for the purposes of the SEIS regime. Following each qualifying Investment which the Fund makes, it is envisaged that the appropriate SEIS Compliance Certificates will be issued to Investors which will enable them to claim SEIS Reliefs in respect of that Qualifying Investment. There is no guarantee however that SEIS Reliefs, CGT Reliefs or IHT Relief will be available on any Investment made by the Fund or that if it is initially available it will not be subsequently withdrawn. Any references to tax laws or rates in this Information Memorandum are based on current legislation and are provided as a guide only. Prospective Investors are advised to take their own taxation advice and should consult their own professional advisers on the implications of investing in the Fund.

The Investment Manager intends to make Investments that meet the criteria for qualification and intends to ensure that the Qualifying Companies obtain provisional advance assurances from HMRC that the proposed Investee Companies will meet the qualification criteria.

Please note that any non-English speakers should ensure they obtain and read a translated copy of this Information Memorandum, the Investment Management Agreement, the Custody Agreement, the Key Information Document and the Application Form before deciding whether to invest.

请注意，非英语使用者在决定投资之前请阅读包含信息备忘录，投资管理协议，托管协议等主要信息文件和申请表的翻译副本。

The information and illustrations in this Information Memorandum are stated as at 01 August 2018.

## PRINCIPAL PARTIES AND ADVISERS

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Investment Manager	Sapphire Capital Partners LLP 34 South Molton Street London, W1K 5RG.
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Company Mentor	Twenty20 Mentoring Limited 10 Queen Street Place London, EC4R 1AG.
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Accounting & Tax Advisers	Haysmacintyre 10 Queen Street Place London, EC4R 1AG.
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Custodian	Woodside Corporate Services Limited 4th Floor 50 Mark Lane London, EC3R 7QR.
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Nominee	WCS Nominees Limited 4th Floor 50 Mark Lane London, EC3R 7QR.
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## INTRODUCTION LETTER FROM DAMON BONSER

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August 2018

Dear Investor,

I am pleased to make this introduction to the British Design Fund 2 (the "Fund").

The Fund intends to leverage both the UK's position as one of the preeminent design centres in Europe and the lack of dedicated VC/seed investors in this sector, in order to invest in innovative early-stage design-based businesses. The Fund seeks to work with extraordinary entrepreneurs and their teams to support the best cultures, work ethics, and ultimately, help create thriving stand-out companies. I believe we have the expertise, experience and skill set to help identify and build valuable, innovative, and lasting businesses.

Building upon the launch of the first British Design Fund in Autumn 2017 and the deployment of investments into five diverse product businesses, I am proud to announce that this second fund has been launched in order to accommodate the ongoing interest and applications that have been received from eligible companies looking for expertise and potential investment.

The Fund will seek to identify the most ambitious and scalable opportunities in the design sector today and I believe that the Fund has the right investment approach and access to quality deals that have the potential to deliver exceptional returns.

Ultimately, the Fund's mission is to help create, invest and grow companies. We will assist the Investee Companies to build products that people want and need. In doing this, the Fund will invest in some of the UK's potentially most exciting design companies, helping them grow and taking them to the next level of their development.

I hope you will join us in helping to create new innovative design-based companies.

*Damon Bonser*

Damon Bonser  
Director  
Twenty20 Mentoring Limited

## DEFINITIONS

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The following definitions apply throughout this Information Memorandum unless the context otherwise requires:

<b>TERM</b>	<b>DEFINITION</b>
AIF	An alternative investment fund.
AIFM	An alternative investment fund manager.
AIFMD	The Alternative Investment Fund Managers Directive (2011/61/EU).
Applicable Laws	Relevant UK laws and regulations, including the FCA Rules.
Application Form	An application form to invest in the Fund completed by the prospective Investor in the form which is provided separately to this Information Memorandum.
Associate	Any person or entity that controls or is controlled by the Investment Manager. "Control" refers to the ability to exercise significant influence over the operating or financial policies of any person or entity.
Business Property Relief or IHT Relief	Relief from IHT pursuant to sections 103-114 of the IHTA.
CGT	Capital Gains Tax.
CGT Exemption	Exemption from CGT on realised capital gains on a disposal of shares in a Qualifying Company.
CGT Reliefs	The CGT Exemption and CGT Reinvestment Reliefs.
Closing Date	A date determined by the Investment Manager as the last date upon which the Investor may make a Subscription in the Fund, which at the date of this Information Memorandum is 31 December 2018. This date is subject to change at the Investment Manager's absolute discretion.
COBS	The Conduct of Business Sourcebook forming part of the FCA's Handbook of Rules and Guidance.
Company Mentor	Twenty20 Mentoring Limited. A company registered in England and Wales under company number 09973011 with its registered office at 10 Queen Street Place, London EC4R 1AG, United Kingdom. The directors of Twenty20 Mentoring Limited are Damon Floyd Bonser, David Lytton Kremer, John Russell Mathers and David Philip Motum.
Custodian	Woodside Corporate Services Limited and/or such other person or persons as may be appointed as custodian or as a sub-custodian for the Investor's Fund from time to time.

Eligible Counterparty	Means an eligible counterparty for the purposes of the FCA Rules.
FCA	Financial Conduct Authority of 25 The North Colonnade, London E14 5HS or successor organisation(s).
FCA Rules	The FCA rules made under powers given to the FCA by the Financial Services and Markets Act 2000.
FSMA	Financial Services and Markets Act 2000 as amended.
Fund or British Design Fund 2	The British Design Fund 2, an alternative investment fund for the purposes of AIFMD managed by the Investment Manager. The Fund is not a legal entity and is a group of individual bare trusts to enable subscription monies to be held on behalf of investors under a nominee arrangement; each investor will be the sole beneficiary of each bare trust, to be known collectively as the Fund or the British Design Fund 2. The Nominee is the registered legal holder of investments on behalf of each Investor.
HMRC	HM Revenue & Customs.
IFA	An Independent Financial Adviser or other appropriately qualified professional, regulated by the FCA for the conduct of business.
IHT	Inheritance Tax.
IHTA	Inheritance Tax Act 1984.
Income Tax Act or ITA	The Income Tax Act 2007.
Information Memorandum	This information memorandum issued in relation to the Fund.
Intermediary	A person who promotes and markets the Fund to his/her clients and arranges the investment for the Investor.
Investment Committee	A committee which reviews potential investments, which comprises of the Company Mentor and reports to the Investment Manager.
Investee Company	A Company in which the Fund invests.
Investment or Investments	An investment in one or more Investee Companies.
Investment Management Agreement or Agreement	The agreement to be entered into by each Investor and the Investment Manager, the terms of which are set out in Appendix 1 of this Information Memorandum.
Investor	A person who is enters into an Investment Management Agreement and invests through the Fund.
Investment Manager	Sapphire Capital Partners LLP a limited liability partnership which is authorised and regulated by the Financial Conduct Authority under firm reference number 565716 with the partnership registration number

NC000562 and having its registered office at 28 Deramore Park, Malone, Belfast BT9 5JU, United Kingdom.

Maximum Fund Size	Aggregate subscriptions of £2,000,000 unless increased or decreased at the absolute discretion of the Investment Manager.
Minimum Fund Size	Aggregate subscriptions of £750,000 unless increased or decreased at the absolute discretion of the Investment Manager.
Mentoring Services	Services provided or procured by Twenty20 Mentoring Limited to Investee Companies including research, legal, taxation, marketing, accounting, public relations, due diligence, information technology and other areas in which start-up companies may need expert advice.
MiFID Directive	Means the Markets in Financial Instruments Directive (2004/39/EC).
Minimum Subscription	The minimum Investment per Investor of £10,000.
Nominee	WCS Nominees Limited or such other nominee or agent as the Investment Manager or Custodian may appoint from time to time to be the registered legal holder of Investments on behalf of Investors.
Offer	The offer for Subscriptions in respect of the Fund as set out in this Information Memorandum.
Professional Client	Means a professional client for the purposes of the FCA Rules.
Qualifying Company	A company that meets the requirements for SEIS Reliefs and a SEIS Qualifying Company shall be construed accordingly.
Qualifying Investment	An Investment by a Qualifying Investor in a Qualifying Company, which satisfies all the conditions for SEIS Reliefs.
Qualifying Investors	UK taxpayers eligible to claim SEIS Reliefs.
Qualifying Shares	Newly issued shares in the Investee Company, subscribed for by the Fund on behalf of Investors that qualify for SEIS Reliefs.
Relevant Shares	Shares in which the Fund has invested if and for so long as neither a claim for SEIS tax relief has been disallowed nor an assessment has been made withdrawing or refusing relief by reason of the company in which the shares are held ceasing to be a Qualifying Company.
Retail Client	Means a retail client for the purposes of the FCA Rules.
SEIS	The Seed Enterprise Investment Scheme.
SEIS Compliance Certificate	Compliance Certificates (forms SEIS3) to be issued by an Investee Company following receipt of authority from HMRC for the Investee Company to issue them to Investors in order for Investors to claim SEIS Reliefs.
SEIS Income Tax Relief	Reliefs from income tax available under the SEIS.

SEIS Reliefs	SEIS Income Tax Relief and SEIS Loss Relief.
SEIS Three Year Period	The period beginning three years from when the shares are issued (see Schedule 257AC ITA 2007).
Share Loss Relief	Relief in respect of income tax for allowable losses.
Subscription	A subscription in the Fund pursuant to the Application Form.
Twenty20 Mentoring Limited	A company registered in England and Wales under company number 09973011 with its registered office at 10 Queen Street Place, London EC4R 1AG, United Kingdom.

## KEY FEATURES OF THE INVESTMENT

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**The British Design Fund 2 (the “Fund”) invests in and provides support for UK product design and manufacturing companies. The UK has the second-largest design sector in the world and is home to one of the largest design industries in Europe<sup>1</sup>.**

Funding for UK product design and manufacturing companies often comes from a combination of innovation grants and awards, friends and family, bank facilities and product crowd funding platforms. As a result, the Fund has identified a funding gap and will provide capital for companies which seek to deliver outstanding product design innovation and manufacturing.

The Fund is driven by a mentoring team with strong retail and product experience, and this team (headed by Damon Bonser and John Mathers) maintains several close partnerships and relationships with design institutions and accelerators such as Design Council's Spark<sup>2</sup>, the New Designers Show, Luma ID design agency, and the Central Research Laboratory. Through these initiatives, as well the Fund's wider network and ongoing marketing activities, the Fund has access to a selection of investment opportunities in the product design and manufacturing sector for the Fund to potentially invest in.

### Key Points:

- The Fund will leverage the expertise of the team that comprises Twenty20 Mentoring Limited, in order to successfully research, identify, invest in and grow early stage UK based companies in the product design and manufacturing sector.
- Twenty20 Mentoring Limited will act as the Company Mentor to the Investee Companies. The Company Mentor will provide Mentoring Services and other services to the Investee Companies under a mentoring services agreement between the Company Mentor and the Investee Companies. The Company Mentor will also act in collaboration with other industry practitioners, investors, and advisers to support the Investee Companies.
- The Fund has access to a selection of investment opportunities in the product design and manufacturing sector for the Fund to potentially invest in.
- The Company Mentor team's combination of expertise in industry, strategy, legal, business development, and financing seeks to reduce the risk in commercialising innovation and to help enable the Investee Companies gain rapid penetration in their market. The Company Mentor will seek to ensure that the Investment Manager is assisted by there being:
  - A pre-investment selection process;
  - A strong PR campaign;
  - Ongoing access to deal flow; and
  - Driving results through relevant post-investment support.
- Targeted Returns – a targeted return of £3 on every £1 subscribed by qualifying SEIS Investors after six years. The targeted average of £3 on every £1 subscribed is across all Investee Companies. The targeted average of £3 is stated net of all costs, performance returns and fees.

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<sup>1</sup> Design Council article titled “New government figures show UK has largest design sector in Europe” by John Mathers, former Design Council CEO, January 2016.  
<http://www.designcouncil.org.uk/news-opinion/new-government-figures-show-uk-has-largest-design-sector-europe>

<sup>2</sup> See Design Council website for example Spark fund finalists: <http://www.designcouncil.org.uk/news-opinion/spark-fund-finalists-revealed>

### Attractive tax incentives:

Qualifying Investors who qualify for SEIS may benefit from:

- **50% income tax relief on amount subscribed** (up to a maximum annual investment of £100,000 for the 2018/2019 tax year. Option to carry back to previous tax year providing the £100,000 limit for that year has not been exceeded);
- **100% inheritance tax relief after two years** (provided the investment is held at the time of death);
- **50% Capital Gains Tax exemption for chargeable gains reinvested** (up to the maximum subscribed);
- **100% tax free growth** (provided income tax relief has been given and not withdrawn and disposal takes place after the end of the SEIS Three Year Period);
- **Loss relief** (a loss on shares disposed of can be set against an Investor's income or capital gain to reduce tax); and
- **Business Investment Relief** (no taxable remittance for foreign income or gains brought into the UK from offshore for qualifying investments for certain UK resident non-domiciled investors).

### Who is the Fund Suitable for?

The British Design Fund 2 may be suitable for UK taxpaying investors looking for a medium to long-term investment whose personal circumstances allow them to take advantage of the SEIS relief; such that they are able to benefit from the income tax relief and/or capital gains reinvestment relief.

### Risks

The attention of Investors is drawn to the information set out in Risk Factors section of this document which sets out the principal risk factors associated with an investment in the Fund. The tax treatment referred to in this document depends on the individual circumstances of each Investor and may be subject to change in future. In addition, the availability of any tax reliefs depends on the Investee Companies maintaining their qualifying status.

## PART ONE: INVESTMENT OPPORTUNITY

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The focus of the Fund is to invest in UK based early-stage companies that seek to lead the market in provision of innovative product design and manufacturing. The Fund seeks to invest at least £100,000 in each Investee Company in return for circa 15% to 30% equity, across at least five companies.

### Prospective Investee Companies

Due to lack of investment options available to companies in the innovative product design and manufacturing sector, the Fund will seek to select the most attractive opportunities and pre-money valuations. Investors will gain access to unique deal flow and the Fund will seek to de-risk investments through pre-money demand validation.

The Investment Manager and the Company Mentor believe that product businesses are attractive to investors due to:

- Global potential;
- Established sales distribution and licensing channels;
- Product/brand extension opportunities; and
- Tangible metrics that allow clear performance evaluation.

The Investment Manager (with the research assistance of the Company Mentor) will seek to identify potential Investee Companies, which it believes will have the following key criteria:

- A defined pragmatic business plan with sales, profit and loss, and cash flow forecasts;
- A well-designed product that solves a clearly defined problem;
- A working prototype and indication of interest from key target client(s);
- Defensible intellectual property;
- Revenue flow or a qualified sales pipeline;
- Winning chemistry within the founding team; and
- Deep understanding of the relevant marketplace and a clear competitive difference.

### Investment Restrictions

Before an Investment is made in any Investee Company, the Investee Company must do three things:

- (1) Obtain HMRC SEIS advance assurance;
- (2) Receive approval from the Investment Manager, and
- (3) Enter into the mentoring agreement with the Company Mentor.

### Deal-flow Methodology

Ongoing deal flow will be achieved from:

- a) Collaborations with product design institutes;
- b) Partnerships with product design service providers;
- c) Close relationships with the Design Council and other similar institutions
- d) The Fund's marketing activities;
- e) The Investment Manager's own networks;
- f) Twenty20 Mentors Limited's networks; and
- g) Collaboration with universities.

## **Post-investment Support**

Product expertise and networks within retail, product design and manufacturing will be leveraged across the team to drive growth potential.

Investee Companies will receive support on areas such as:

- i. Market entry;
- ii. Sales strategy and execution;
- iii. Product legals, intellectual property, and due diligence;
- iv. Manufacturing, product development, and margin control;
- v. Brand development;
- vi. Marketing and PR;
- vii. Cashflow and stock control; and
- viii. Financing growth through structured-debt.

## **Exit Strategy**

The Fund will be managed by the Investment Manager. Each investment will be mentored by the Company Mentor to ensure optimum cross-fertilisation across all the Investee Companies.

The duration of each investment will be managed by focusing on companies where the Company Mentor can affect the rate of business development and the resulting cash flow growth. This aims to ensure best use of capital to enable growth and prepare each Investee Company for acquisition or a potential listing.

The expected holding period of most investments will be between the minimum three years for tax conditions and a targeted maximum of six years. However, it is noted that Investee Companies may be held for longer or shorter periods.

## PART TWO: THE FUND TEAM

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The Fund will be managed by the Investment Manager, which has engaged Twenty20 Mentoring Limited (the "Company Mentor"). Twenty20 Mentoring Limited will be responsible for providing research and mentoring services. The Investment Manager will use this research in its sourcing, negotiating and implementing investments.

### Twenty20 Mentoring Limited

Twenty20 Mentoring Limited will act as the Company Mentor. Twenty20 Mentoring Limited is not a FCA authorised firm and will not be providing any investment services or undertaking any regulated activities in connection with the Fund.

Each Investee Company will be required to enter into a mentoring agreement with Twenty20 Mentoring Limited. Via the Company Mentor, the British Design Fund 2 team members will work with the Investee Companies, looking to provide a comprehensive range of Mentoring Services to support the growth of the Investee Companies. It is noted that some of the mentor personnel noted below may also invest into the Fund as Investors.

#### ➤ Key Company Mentor Personnel

**Damon Bonser:** Damon is a serial entrepreneur with over 14 years' experience of building and running product design and manufacturing businesses.

**John Mathers:** Former CEO of the Design Council with forty years' experience in the brand and design industry, across retail, FMCG, and consultancy.

**David Kremer:** David has over 25 years' experience running Seven Towns, a multi-million toy and game business, and is the co-founder of Rubik's Brand Limited.

**David Motum:** Over 30 years David has built up two businesses within the financial publishing and media sector, namely; MSM International Ltd, and MSM Media.

### Sapphire Capital Partners LLP

Sapphire Capital Partners LLP ("Sapphire") is a multi-award-winning investment management firm authorised and regulated by the Financial Conduct Authority with firm reference number 565716. Sapphire was established to provide investment management services and bespoke SEIS and EIS solutions. Sapphire is a limited liability partnership with registered number NC000562 and is registered on the Data Protection Public Register with registered number Z3330253.

### Boyd Carson

Sapphire is headed by Boyd Carson, who has considerable breadth of knowledge in the financial sector. Boyd has nearly 30 years' experience in the accounting and corporate finance markets, having worked as a Director for PwC LLP's Mergers & Acquisitions group in New York. Boyd is a Fellow of the Institute of Chartered Accountants and was the 2015 winner of the EISA Rising Star award. Boyd is currently completing a Master's degree in Finance at Harvard University.

### Vasiliki Carson

Vasiliki Carson, Sapphire's co-founder, has over 20 years' experience in accounting and corporate finance with PwC LLP New York, as well as Goldman Sachs in New York and Tokyo. Vasiliki is a qualified accountant, a holder of the Investment Management Certificate (IMC) and has successfully completed the EISA Organisation's EIS Diploma, thus becoming a Diploma Affiliate. Vasiliki was the 2016 winner of the EISA Rising Star Award.

Further details on Sapphire can be found on its website: [www.sapphirecapitalpartners.co.uk](http://www.sapphirecapitalpartners.co.uk)

The Investment Manager will charge fees for their services as detailed in Part Four.

Recent Sapphire awards include:



**Best SEIS Fund Manager – Winner**

EISA Awards – House of Lords – February 2018



**Best Individual – Innovation, newcomer or rising star in EIS and SEIS**

Highly Commended – Boyd Carson – EISA Awards – House of Lords – February 2018



**Best Company – Innovation, newcomer or rising star in EIS and SEIS**

EISA Awards – House of Lords – February 2017



**Best EIS/SEIS Tax Adviser – Highly Commended**

EISA Awards – House of Lords – February 2017



**Education Initiative of the Year – Highly Commended**

Investment Week Awards 2017/2018 – London – December 2017



**Best Generalist EIS – Highly Commended**

Investment Week Awards 2016/2017 – London – December 2016

**Investment Committee**

The Investment Committee will review potential Investments to be made by the Fund and make recommendations to the Investment Manager regarding potential Investments. Meetings of the Investment Committee will require a minimum of three members of the Company Mentor. It is noted however, that the Company Mentor is not an authorised firm for investment management purposes and will not be providing any investment services or undertaking any regulated activities in connection with the Fund.

The Investment Manager will consider any recommendations made by the Investment Committee independently and must approve each recommendation prior to the relevant investments being made. Due diligence will be carried out after signing of the heads of terms with the potential Investee Company, and this will focus on the commercials and directors of the potential Investee Company.

No member of the Investment Committee will be allowed to give a view on whether a company should be the subject of investment if that person has any shares in such company or is related to any person who is a director of such company or who has any other conflict of interest. In that way, the Investment Manager will receive independent recommendations on the merits of each prospective Investee Company.

### **The Custodian**

The Fund's Custodian is Woodside Corporate Services Limited, which is authorised and regulated to hold client assets by the Financial Conduct Authority with firm reference number 467652. WCS Nominees Limited will act as Nominee for the Investors and shares issued by the Investee Companies will be held in the name of the Nominee. The Custodian is registered on the Data Protection Public Register with registered number Z2944806.

## PART THREE: OFFER STATISTICS AND TIMETABLE

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Subject as set out under "Closing Date" the Fund will close on the 31 December 2018 (unless extended by the Investment Manager) and the Investment Manager anticipates that Subscriptions will be substantially invested within 12 months of the final close of the Fund.

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Fund Name	British Design Fund 2
Investment Structure	An unapproved discretionary portfolio which makes investments into SEIS Qualifying Companies.
Minimum Investment	£10,000 initial investment; with £10,000 increments.
Investment Term	Investments to be held for minimum of three years (to benefit from tax reliefs). The recommended holding period of the Fund is six years.
Minimum Fund Size	£750,000 (subject to the absolute discretion of the Investment Manager).
Maximum Fund Size	£2,000,000 (subject to the absolute discretion of the Investment Manager).
Investment Objective	To invest in early-seed, seed, venture investments with a focus on UK based product design and manufacturing companies.
Target Portfolio	A target of at least five Qualifying Companies (typically investing at least £100,000 per company subject to amount raised).
Targeted Returns	The targeted return after six years is £3 for each £1 share (i.e., three times return) held by Investors in the Fund. It is noted that the performance of small, unquoted companies is unpredictable, particularly in the early stages of development.
Closing Date	31 December 2018, or such other date at the Investment Manager's discretion.
Investment Period	Primarily the 2018/2019 tax year. However, some investments may fall into the 2019/2020 tax year.

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## How to Apply

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If you wish to invest in the Fund, you should complete, sign and return the Application Form located in the separate document to this Information Memorandum, in accordance with the instructions on the Application Form.

You cannot make a joint application using this form, but other persons (such as a spouse) may apply separately. Please ensure that you satisfy the money laundering requirements (as explained in the Application Form) and enclose the relevant documentation with your application.

Please transfer your funds to the Custodian's client account, the details of which can be found in the Application Form or make your cheque payable to "WCSL British Design Fund 2 Client Acc" and send it together with your Application Form to:

Woodside Corporate Services Limited  
4<sup>th</sup> Floor  
50 Mark Lane  
London, EC3R 7QR.

You have 14 days from the date upon which the Application Form is received by the Custodian in which to cancel your investment through the Fund. You may exercise this right of cancellation in writing and without fee or penalty. The Custodian shall return any Subscription(s) to an Investor who exercises this right of cancellation promptly and, in any event, within 30 days of the date the written notice of cancellation is received by the Custodian or the completion of its anti-money laundering obligations whichever is the later.

The Closing Date will be 31 December 2018 but may be extended or brought forward at the absolute discretion of the Investment Manager.

## PART FOUR: CHARGES

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In order to maximise the Investors' SEIS Reliefs, to the maximum extent possible, rather than fees being charged to Investors, each Investee Company will pay the initial costs and the annual charges (as detailed below) out of the money used by the Fund to subscribe for Qualifying Shares in that Investee Company.

### **Initial Costs:**

An initial fee is payable by each Investee Company to the Investment Manager equal to a total of 5% of the amounts invested into each Investee Company, out of which the Investment Manager will settle the costs of setting up the Fund.

### **Annual Charges:**

An annual charge is payable to the Investment Manager by each Investee Company of between 2% to 4% of the amounts invested in the Investee Company, determined by the level of support required by the Investee Company.

The Investment Manager will, out of the Initial Costs and the Annual Charges payable by Investee Companies, pay for the custodian services provided by the Custodian and Mentoring Services provided by the Company Mentor.

It is noted that the annual charges highlighted above can be paid by the Investee Companies in the form of either cash or the equivalent equity amount.

### **Performance Fee:**

In order to align interests between the Company Mentor, the Investment Manager and Investors, no performance incentive is payable on any Investment until Investors receive cash proceeds equal to £1.05 for every £1.00 invested in each Investee Company. The performance fee will then be payable to the Investment Manager and the Company Mentor or related parties as follows:

1. On any increase in value on an individual investment in an Investee Company up to £5 above a hurdle rate of £1.05 (for every £1 invested) a performance fee will be charged of 20% (it is noted that the 20% will be split 5% to the Investment Manager and 15% to the Company Mentor) on the amount of the increase over and above £1.05 up to £5, and
2. On any increase in value on an individual investment in an Investee Company over £5 (for every £1 invested) a performance fee will be charged of 25% (it is noted that the 25% will be split 6.25% to the Investment Manager and 18.75% to the Company Mentor) on the amount of the increase over and above £5.
3. It is noted that no performance fee will be charged on any amounts below the hurdle rate of £1.05 for every £1 invested.

This performance incentive may be payable as a fee by the Investment Manager on behalf of the Investors out of cash proceeds in the Fund on behalf of Investors, or by way of proceeds from equity in an Investee Company by the Company Mentor or related Parties. Different investments may require different structures but will be to equivalent economic effect.

To the extent that the performance fee is not paid by the Investee Companies, Investors shall be liable for their share of such fee and the Custodian may be instructed by the Investment Manager to transfer cash in an Investor's portfolio to the Investment Manager and Company Mentor to satisfy any outstanding performance fee.

**Other Costs:**

Any reasonable arm's length expenses and/or transaction fees incurred by the Investment Manager in managing the Fund and/or by the Company Mentor in assisting the Investment Manager or Investee Companies shall be reimbursed by Investee Companies.

**Adviser Fees:**

If an Investor requests that a payment is made to their financial adviser or intermediary for advice received, this will be deducted from the Investor's subscription monies, before their investment is made in the Investee Companies.

**VAT:**

The fees and charges described above are exclusive of VAT which will be added where applicable.

## **PART FIVE: GOVERNANCE AND REPORTING**

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### **Fund Structure**

The Fund is an AIF conducted on a discretionary basis by the Investment Manager as a common discretionary investment manager with research and Mentoring Services provided by the Company Mentor. This service will be conducted subject to the terms of the Investment Management Agreement as per Appendix 1 of this Information Memorandum. The Fund is not a legal entity and is a group of individual bare trusts to enable subscription monies to be held on behalf of investors under a nominee arrangement; each investor will be the sole beneficiary of each bare trust, to be known collectively as the Fund. The Nominee is the registered legal holder of investments on behalf of each Investor.

By agreeing to invest in the Fund, the Investors appoint the Investment Manager to invest their Subscriptions on a discretionary basis into companies selected by the Investment Manager. The Minimum Fund Size is £750,000 and the Maximum Fund Size is £2,000,000. The Minimum Subscription is £10,000 per Investor. The Fund is not a legal entity, nor is it considered to be a collective investment scheme as defined in section 235 of the Financial Services and Markets Act 2000, but it is considered to be an AIF for the purposes of the AIFMD.

### **Life of the Fund**

In order to retain the SEIS Reliefs, Investors must hold the Qualifying Shares for the SEIS Three Year Period. It is intended that the Investment Manager will consider options for realising the Qualifying Shares in the interests of the Investors after the expiry of the SEIS Three Year Period. Having regard to the SEIS Three Year Period and the feasibility of obtaining a realisation thereafter, the Fund has an expected life of six years. The recommended holding period of the Fund is six years. Typical investments are likely to be realised within this period and Investors may not be able to realise or withdraw their investments in Investee Companies within six years or longer. However, the Investment Manager may, at its absolute discretion, have regard to any requests made to it by an Investor to liquidate any individual shareholdings in the Fund (but such termination may result in a loss of SEIS Reliefs and crystallisation of CGT in respect of capital gains on which CGT Reinvestment Relief had been claimed).

The Investment Manager may also, at its absolute discretion, have regard to any requests made to it by an Investor to keep an Investment within the Fund longer than six years.

The Investment Manager will consult with the Company Mentor with regard to the maximisation of value in considering the strategy for, and timing of, the realisation of the Qualifying Shares.

It would be prudent to view an Investment in the Fund as medium to long term. An Investment should only be made in the Fund on the basis that it will remain invested for at least three to six years.

Following realisation of the Qualifying Shares in each Investee Company, the realisation proceeds will be paid to Investors. Consequently, it is possible that Investors will receive distributions from the Fund over a period of time.

### **Fund Reporting**

Investors will receive statements and reports twice a year, with details of Investments made within their portfolios. This may also include highlights and information regarding the progress of the Investee Companies.

## **Investment Conflicts Committee**

The Investment Manager proposes to deal with any conflicts of interest that arise by tabling any potential conflicts at meetings of an Investment Conflicts Committee. The Investment Conflicts Committee will be made up of officers of the Investment Manager and will be convened as and when a conflict arises.

## **The Custodian**

The Investment Manager has entered into an agreement with the Custodian for the Custodian to provide receiving agent and custodian services to the Investment Manager and each Investor, which will include administration, custodial and nominee services in accordance with the terms of that agreement. The Investment Manager will be responsible for paying all fees due to the Custodian under the agreement.

The agreement with the Custodian may be terminated by either the Investment Manager or the Custodian upon six months' written notice to the other and may also be terminated immediately on notice for cause including in the event that a party ceases to be FCA authorised or on the insolvency of either party.

## **Financial Services Compensation Scheme**

The Investment Manager participates in the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000. The scheme provides compensation to eligible investors in the event of a firm being unable to meet its customer liabilities. Payments under the scheme to an eligible investor for protected claims against a firm in respect of protected investment business are limited to a maximum of the first £50,000 of the claim. Further information is available from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

## **Alternative Investment Fund Managers Directive**

The AIFMD came into full effect on 22 July 2014. The FCA have indicated that, in their view, SEIS and EIS funds fall within the definition of "Alternative Investment Fund" for the purposes of the AIFMD. The Investment Manager has been granted the necessary permissions to act as an AIFM for the purposes of the AIFMD.

The Investment Manager will treat the Fund as its client for the purposes of determining which provisions of COBS will regulate the obligations owed by the Investment Manager to Investors in common. Although the Investment Manager will, at all times, act in the best interests of the Investors in common, they will not be treated on an individual basis as clients of the Investment Manager for regulatory purposes and will not, therefore, have the same protections under COBS as if they were treated as a client of the Investment Manager on an individual basis.

## PART SIX: RISK FACTORS

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This Investment may not be suitable for all Investors. Investors should be aware that investing in unquoted companies carries with it a high degree of inherent risk. This section contains the material risk factors that the Investment Manager believes to be associated with a Subscription in the Fund but does not necessarily include all the risks associated with such an investment.

- The value of shares can go down as well as up and this could result in an Investor incurring a total loss of their Investment. If you cannot afford to lose all of your Investment, you should not consider applying to subscribe through the Fund.
- The Fund will invest in seed capital opportunities in a variety of industries, such as design and manufacturing start-ups. By definition these are high-risk situations which, if unsuccessful, may result in a total loss of the Investment but which, if successful, offer the potential of high returns.
- An investment in the Fund should be considered a medium to long term investment. The exit strategy of the Fund will be to realise individual investments following the SEIS Three Year Period, but in practice this period could be longer, and since the Fund has an anticipated life of six years Investors may be unable to achieve a return on investments made for their account before that time.
- One or more Investee Companies may fail, their securities may be sold for substantially less than their acquisition cost, or those securities may have no market at all. Accordingly, Investors may potentially lose the total amount of their investment and should therefore only consider investing if this is a risk they can afford to bear.
- The Fund takes minority positions in Investee Companies. As a minority investor, the Fund may be less able, or unable, to materially influence the policies pursued by an Investee Company if there are majority investors who, by reason of their stake, have an effective veto on the company's affairs.
- Investee Companies are early stage and relatively small. They will be dependent on the skills of a small group of key executives, the loss of which may be particularly detrimental to those companies.
- Products, designs and technologies developed by Investee Companies may prove not to be commercially or technically successful.
- Investee Companies are very likely to need to borrow funds from third parties. This exposes an additional risk and means that the Fund shareholders will rank as creditors behind lenders in an insolvency situation.
- Investments will be made in companies whose securities are not traded on any public market or exchange. Accordingly, it is unlikely that an Investor (or the Investment Manager on their behalf) will be able to sell any part of their investment prior to the investment being realised as a whole.
- The Fund may seek an Initial public offering of an Investee Company on the financial market but is not obliged to realise the value of the shares issued by the company unless it considers that it is in the best interests of Investors.
- Investment in Investee Companies will usually be made in Sterling. In the event of incomes from an Investee Company operation are made in currencies other than Sterling, the performance of the company and the return to Investors will be affected in relative terms by the movement of Sterling against that operating currency.
- This Information Memorandum provides details of projected performance that may or may not be achieved by the Fund.
- Investors should note that past performance is no guide to future performance.
- The Fund has discretion to use moneys raised from Investors as follow-on investments in Investee Companies. This may affect the return to Investors in the Fund, either because the follow-on

investment is made at a higher initial value than the previous investment in the same Investee Company or because the exit from that investment occurs sooner than is the case for the original Investors in the company in question.

- Valuations may be provided to Investors. No warranty is given that any such valuation is capable of being attained on a disposal, flotation, or other realisation. Valuations will be conducted in accordance with prevailing industry standards.
- The Fund may need to increase initial capital invested in Investee Companies and/or use capital to support operating costs needed for proper solvency of the Fund, and this may reduce the amount of capital available for investment in future Investee Companies which may result in lower or no returns to Investors.
- It is noted that on the 23 June 2016 the United Kingdom voted to leave the European Union. The process to leave the European Union is expected to take several years. As a result of the vote and the process to leave the European Union there may be a prolonged period of uncertainty and a potential economic downturn or recession. Any uncertainty and downturn/recession in the economy may have an adverse impact upon the prospects of the Investee Companies and therefore negatively impact the Investments made by the Fund Investors.
- The Fund is heavily dependent on the services of Twenty20 Mentoring Limited (and in particular Damon Bonser) to act as the Company Mentor and provide Mentoring Services to the Investee Companies. Any loss of these services may have an adverse impact upon the prospects of the Investee Companies and therefore negatively impact the Investments made by Investors.
- There can be no guarantee that the Investment objective of the Fund will be achieved.
- The past performance of Investments dealt with by the Investment Manager or the Company Mentor, should not be regarded as an indication of the performance of future Investments made by the Investment Manager on behalf of Investors through the Fund.
- It may be difficult to obtain accurate information to determine at any given time the value of the Fund's Investments.
- Many unquoted companies have small management teams and are highly dependent on the skill and commitment of a small number of individuals. The performance of Investee Companies may therefore be adversely affected by the departure or unavailability of certain key personnel.
- Force majeure events, which are events beyond the control of a party, including fire, flood, earthquake and other acts of God, terrorist attacks and war may affect a party's ability to perform its contractual obligations or may lead to the underperformance of an Investee Company.
- Each Investee Company may not have a trading history or only a limited one.
- Conflicts of interest may arise in relation to a number of factors and these conflicts will be managed by the Investment Conflicts Committee.

#### Additional Risk Factors for Investors Seeking Tax Advantages

Prospective Investors who wish to receive the benefit of any of the Tax Advantages are encouraged to seek advice from their tax, professional or financial advisers with regard to their personal circumstances, and should understand and accept each of the following:

- Representations in this Information Memorandum with respect to Tax Advantages relate to the generic position of a UK-resident individual tax-payer and do not amount to tax advice to any person.
- Tax legislation and HM Revenue & Customs practice are subject to change at any time and the Tax Advantages may be amended or withdrawn.
- Any loss of SEIS qualifying status by an Investee Company or change in the Investor's personal circumstances may lead to the loss of the Investor's Tax Advantages (in relation to a specific Investee Company investment or generally). No guarantee can be given that any or all investments will qualify, or continue to qualify, for the Tax Advantages.

- The Fund shall not be liable for any loss incurred by an Investor in relation to value received (as defined in S257FE Income Tax Act 2007 for SEIS purposes by any person from any Investee Company or as a result of a change in circumstances of an Investee Company at any time.
- The Fund retains complete discretion to realise a SEIS investment at any time (including within the SEIS Three Year Period) that it considers appropriate. In such case, some or all of the Tax Advantages relating to that particular investment will be lost. In making such a disposal, the British Design Fund 2 is not obliged to take into account the tax position of Investors (individually or generally).
- The Fund will invest in unquoted companies as defined under the relevant SEIS legislation, the securities of which will not be freely marketable, and this may restrict the Fund's ability and any Investor's ability to exit any Investment it makes.
- Investment in a Fund such as the British Design Fund 2 should not be considered a short-term Investment. Any withdrawals within the SEIS Three Year Period will result in the loss of SEIS and CGT Reliefs in relation to those companies. It may take considerable time to realise any of the Fund's Investments.
- If any Investor requires to realise their shares within the SEIS Three Year Period then they must be aware of the consequences i.e. losing their rights to the tax benefits.
- It is possible that an Investor could cease to be entitled to certain tax benefits available under the SEIS. For example, SEIS Reliefs, CGT Reliefs and potential IHT Reliefs may be lost if an Investor receives value from the Investee Company (other than a normal dividend), in the period from the incorporation date of the Investee Company to the expiry of the SEIS Three Year Period.
- There is no guarantee as to the timing of the availability of the SEIS Compliance Certificates that are needed in order to claim SEIS Reliefs.
- If the amount of an Investor's Subscription is such that his pro-rata beneficial interest in any Investee Company in the Fund exceeds 30% of the capital or voting rights (taking into account the interests of his "associates" as defined under the legislation), the Investor will be treated as being "connected" to the Investee Company and will not be entitled to SEIS Income Tax Relief in respect of an Investment in that Investee Company.
- The taxation treatment depends on the individual circumstances of each Investor and may be subject to change in the future.
- Whilst it is the intention of the Investment Manager to invest in companies qualifying under SEIS legislation, the Investment Manager cannot guarantee that all Investments will qualify for SEIS Reliefs, CGT Reliefs or IHT Relief. Equally, following an Investment in a Qualifying Company, the Investment Manager cannot guarantee the continued availability of SEIS Reliefs, CGT Reliefs or IHT Relief relating thereto because this depends on the continuing compliance with the requirements of the SEIS legislation by the Investee Company.
- Where an Investor or an Investee Company ceases to maintain SEIS status in relation to any individual Investment, it could result in the loss of some or all of the available reliefs (together with a possible charge to interest thereon).
- Following the admission of an Investee Company to the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc's market for listed securities (but not a quotation on AIM), Business Property Relief for IHT purposes will cease.
- The levels and bases of reliefs from taxation may change or such reliefs may be withdrawn. The tax reliefs referred to in this Information Memorandum are based on legislation currently in force and also takes into account legislation in the Finance Act 2012 and as amended by subsequent Finance Acts. The ultimate value of any tax relief available depends on the individual circumstances of Investors at the point of investment. The tax rules described in this Information Memorandum are a summary only.
- The tax reliefs referred to in this Information Memorandum may not apply throughout the life of the Investment.

- The tax year for which SEIS Relief is available may be later than originally envisaged if the timing of Investments is delayed.
- The dates on which initial SEIS Income Tax Relief, CGT Relief and IHT Relief are available will be determined by the timing of the Fund's Investments and will not be known in full until the Fund has completed its Investments.
- If it considers it appropriate, the Investment Manager retains complete discretion to realise an Investment in a Qualifying Company at any time (including within the SEIS Three Year Period from the date of an Investment) that it considers appropriate. If an Investment is realised within the SEIS Three Year Period, some or all of the tax advantages relating to that particular Investment will be lost.

#### Custody Risk

- Your cash will be deposited by the Custodian with a UK bank which is regarded as reputable in accordance with the arrangement described in this Information Memorandum but such cash shall be held at Investors' risk and neither the Investment Manager, the Custodian nor the Company Mentor (including their respective directors, shareholders, partners, officers, employees, agents or advisers), will be liable to any Investor in the event of insolvency of the bank in which your cash is held, nor in the event of any restriction on the Investment Manager's ability to withdraw funds from such bank for reasons beyond their reasonable control.

## **PART SEVEN: TAXATION**

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### **SEIS Tax Reliefs**

To obtain the SEIS tax reliefs described below, it is necessary to subscribe for Shares in SEIS Qualifying Companies and claim the relief. The summary below is based on current law, and gives only a brief outline of the tax reliefs. It does not set out all the rules which must be met by SEIS Qualifying Companies and an Investor. The tax reliefs will only be relevant to Investors who pay UK income tax and/or wish to exempt a capital gain.

The investment period will primarily be the 2018/2019 tax year. SEIS income tax relief for investments made after 05 April 2018 can be claimed in the 2018/2019 tax year, or can be carried back to the 2017/2018 tax year.

#### **a) Income Tax Relief – 50%**

Individuals can obtain 50% income tax relief on the amount subscribed for Shares in SEIS Qualifying Companies (up to an annual maximum £100,000) although relief will be denied for investment into an SEIS Qualifying Company with which the individual is connected. Spouses and civil partners can each separately subscribe up to £100,000 but they will not be able to jointly own more than 30% of the share capital and voting rights in a single qualifying SEIS company.

The relief is given against the individual's income tax liability for the tax year in which the Shares are issued unless the individual makes a Carry Back Relief claim. Relief is restricted to an amount which reduces the investor's income tax for the year to nil.

#### **b) Carry Back Relief**

Carry Back Relief claims may be made for amounts subscribed for Shares in SEIS Qualifying Companies, such that an investment is treated for tax relief purposes as having been made in the tax year before the tax year in which the investment was actually made, subject to the appropriate limit for that tax year.

#### **c) SEIS CGT Exemption (SEIS Reinvestment Relief)**

If an investor realises a capital gain by disposing of an asset of any kind and invests the gain in shares in an SEIS Qualifying Company, up to one half of that gain can receive exemption from CGT<sup>3</sup>. It is noted that reinvestment relief claim must be within the same tax year as the income tax relief claim.

#### **d) Capital Gains Tax Exemption**

Any capital gains realised on a disposal of Shares in an SEIS Qualifying Company after the Three Year SEIS Period, and on which SEIS relief (see (a) above) has been given and not withdrawn, will be capital gains tax free. Any capital gains realised on a disposal within the Three Year SEIS Period will be subject to CGT.

#### **e) Loss Relief against income or gains**

Unrestricted tax relief is available at any time in respect of any loss realised upon a disposal of shares in an SEIS Qualifying Company on which SEIS income tax relief (see (a) above) has been given and not withdrawn. The amount of the loss (after taking account of any income tax relief initially obtained) can

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<sup>3</sup> In order to obtain this CGT exemption, SEIS Income Tax Relief must be claimed on the acquisition of the shares.

be set against the individual's gains in the tax year in which the disposal occurs, or, if not fully used, against gains of a subsequent year. Alternatively, on making a claim, the loss net of income tax relief may be set off against the individual's taxable income in either the tax year in which the disposal occurs, or the previous tax year.

If the circumstances are such that SEIS tax reliefs have been withdrawn, it may still be possible for an Investor to claim loss relief, for an amount equal to the economic loss sustained, however, the amount of relief would be restricted to the greater of £50,000 or 25% of adjusted total income for Income Tax purposes.

#### **f) Inheritance Tax – Business Property Relief**

Although not an SEIS tax relief as such, an investment in an SEIS Qualifying Company will normally qualify for 100% relief from IHT under current legislation, provided the investment has been held for at least two years and is still held at time of death. There is no upper limit on the amount of IHT relief which can be claimed.

#### **Date for claiming tax relief**

The relevant dates for income tax relief, from a tax year perspective, are the dates on which Investments are made into each of the Investee Companies, rather than the date in which you subscribed to the Fund. The latest date you can file a claim for SEIS relief is five years after 31 January following the tax year to which the claim relates.

#### **SEIS3 certificates**

On investment into each Investee Company an application on your behalf will be made to HMRC for SEIS3 certificates for each of the investments. The application to HMRC cannot normally be made until the Investee Company has carried on its trade for a minimum of four months or, if earlier, after the Investee Company, has spent at least 70% of the money raised through issue of SEIS qualifying Shares. The SEIS3 certificate enables you to claim your income tax relief and capital gains tax exemption, normally by making the appropriate entries on your own tax return.

#### **SEIS Qualifying Companies**

Each Investee Company in which the Fund invests must initially (i.e. at the time of issue of the Shares) not be listed on a recognised stock exchange (as defined for the purposes of SEIS Relief) and there must be no "arrangements" in place for it to become so listed. In addition, throughout the Three Year SEIS Period, it must not be a subsidiary of, or be controlled by, another company. It must either exist to carry on a qualifying trade or else be the parent company of a trading group and there must be no "arrangements" in existence for the Investee Company to become a subsidiary of, or be controlled by, another company.

A trading group is a group in which, directly or indirectly, more than 50% of the shares of each subsidiary are held by another member of the group, but any subsidiary employing any of the money raised by the issue of Shares must be a qualifying 90% subsidiary. Non-qualifying business activities (broadly, investment activities and non-qualifying trades) must not comprise a substantial part of the business of the group as a whole. The qualifying business activity for which the money is raised by the issue of Shares must be a trade conducted on a commercial basis and with a view to the realisation of profit.

Although it is possible for qualifying activities to be carried on anywhere in the world, the company that issues the shares must have a "permanent establishment" (broadly, a taxable presence) in the United Kingdom.

For SEIS purposes, the value of the gross assets of the Investee Company and any subsidiaries must not exceed £200,000 immediately before the issue of Shares. Subject to certain exceptions, the maximum SEIS fundraising per Investee Company is restricted to an all-time maximum of £150,000 (this includes any State Aid received) and the maximum number of full-time employees (or full-time equivalent) in the Investee Company at the time of Investment is restricted to fewer than 25.

It is not possible for a company to qualify for SEIS relief if it has previously issued shares on which EIS Relief has been claimed, or has issued shares to, or received an investment from, a venture capital trust. If a company issues shares on which SEIS Relief is claimed, it is possible for it to issue subsequent shares on which EIS Relief may be claimed but the EIS subscriptions cannot be raised on the same day.

Most types of trades are qualifying trades for SEIS purposes, but the following are excluded:

- Dealing in land, commodities or futures, or in shares, securities or other financial instruments;
- dealing in goods otherwise than in the course of an ordinary trade of wholesale or retail distribution, or acting as a wholesaler or retailer of goods of a kind which are collected or held as investments if stock is not actively sold;
- banking, insurance, money lending, debt factoring;
- hire purchase financing or other financial activities;
- leasing, except certain lettings of ships, or receiving royalties or licence fees (subject to certain exceptions, most particularly in relation to self-generated intellectual property);
- providing legal or accountancy services;
- farming and market gardening;
- holding, managing or occupying woodlands or forestry or timber production;
- property development;
- shipbuilding;
- producing coal and/or steel;
- operating or managing hotels or similar establishments;
- operating or managing nursing homes and residential care homes;
- generation or export of electricity or power;
- production of gas or fuel; and
- providing services to a trade consisting of any of the above carried on by a "connected person."

For SEIS, the trade of the company must generally be less than two years old at the time of the investment. Companies "in financial difficulty" cannot receive SEIS investment. HMRC's guidelines regard a company as being in financial difficulty where it is unable, whether through its own resources or with the funds which it is able to obtain from its owners, shareholders or creditors, to stem losses which, without outside intervention by the public authorities, will almost certainly condemn it to going out of business in the short or medium term. The guidelines indicate that a company will not be regarded as being in financial difficulty within its first three years' trading.

Shares only qualify for SEIS Relief if they are ordinary shares which do not, at any time during the Three Year SEIS Period, carry any present or future preferential right to dividends (other than to certain fixed rate non-cumulative dividends) or to an Investee Company's assets on its winding up, or any present or future right to be redeemed.

An Investor can obtain SEIS income tax relief only in the tax year in which investments in Qualifying SEIS Companies are made by the Fund (i.e. the tax year in which the Fund invests), or in the immediately preceding tax year.

Please note that this is only a condensed summary of the taxation legislation and should not be construed as constituting advice which a potential Investor should obtain from his or her own

investment or taxation adviser before applying for an investment in the Fund. The value of any tax reliefs will depend on the individual circumstances of Investors.

**Neither the Investment Manager (Sapphire Capital Partners LLP) nor the Company Mentor (Twenty20 Mentoring Limited) gives tax advice and recommends that you consult a tax adviser if you are in any doubt about any of the technical aspects of the SEIS legislation.**

## APPENDIX 1: INVESTMENT MANAGEMENT AGREEMENT

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The Investment Management Agreement (“the Agreement”) sets out the agreement between the Investment Manager and the Investor in relation to the discretionary investment management service to be carried out on the Investor’s behalf by the Investment Manager, which when aggregated with the Agreements entered into by other Investors and the Investment Manager constitute the Fund. Once a signed Application Form has been accepted by the Investment Manager, this Agreement will constitute a binding agreement between the Investment Manager and the Investor.

### 1) Definitions and Interpretation

1.1. In this Agreement, unless the context otherwise requires, the following words have the following meanings:

“Act”	Means the Financial Services and Markets Act 2000;
“Applicable Laws”	All relevant UK laws, regulations and rules, including those of any Government or of the FCA;
“Application Form”	An application form to invest in the Fund completed by an Investor in the form provided by the Investment Manager;
“Business Day”	Means any day (except Saturday and Sunday) on which banks are open for normal banking and foreign exchange business in London;
“Closing Date”	In respect of the Fund, the date on which the final Subscription may be made by an Investor to the Fund, which shall be determined by the Investment Manager;
“Custodian”	Woodside Corporate Services Limited and/or such other person or persons as may be appointed as custodian or as a sub-custodian for the Fund from time to time by the Investment Manager;
“FCA”	Means the Financial Conduct Authority of the United Kingdom;
“FCA Rules”	The rules contained in the FCA’s Handbook of Rules and Guidance;
“Fund”	The British Design Fund 2, a discretionary investment management service managed by the Investment Manager. The Fund is not a legal entity and is a group of individual bare trusts to enable subscription monies to be held on behalf of investors under a nominee arrangement; each investor will be the sole beneficiary of each bare trust, to be known collectively as the Fund. The Nominee is the registered legal holder of investments on behalf of each investor;
“Investee Company”	Means a company in respect of which the Investment Manager has made an Investment;
“Investment”	Means any equity investment in an Investee Company made by the Investment Manager on behalf of the Investor;
“Investment Objective”	The investment objective for the Fund as stated in this Information Memorandum;
“Investment Restrictions”	The investment restrictions as stated in this Information Memorandum;
“Non Readily Realisable Investments”	Investments which are not readily realisable investments in which the market is restricted or could become so; such Investments can be difficult to deal in and it can be difficult

	to determine what would be a proper market price for them;
<b>“Readily Realisable Investment”</b>	A government or public security denominated in the currency of the country of its issuer or any other security which is: admitted to official listing on an exchange in an EEA State; or regularly traded on or under the rules of such an exchange; or regularly traded on or under the rules of a recognised investment exchange or (except in relation to unsolicited real time financial promotions) designated investment exchange; or a newly issued security which can reasonably be expected to fall within the aforementioned categories when it begins to be traded. For the avoidance of doubt, this term does not include AIM nor does it include unlisted securities;
<b>“Services”</b>	The services as set out in Clause 5;
<b>“SEIS”</b>	The Seed Enterprise Investment Scheme;
<b>“SEIS Reliefs”</b>	Relief from certain UK personal taxes under SEIS; and
<b>“Schedule”</b>	Means a schedule to this Agreement.

- 1.2. References to statutory provisions, regulations, notices or the FCA Rules shall include those provisions, regulations, notices or FCA Rules as amended, extended, consolidated, substituted or re-enacted from time to time.
- 1.3. References to the terms “include”, “including”, “in particular” and any similar phrases shall be construed without limitation to the preceding words.
- 1.4. References to persons include individuals, bodies’ corporate, unincorporated associations and Investors.
- 1.5. Words in the singular include the plural and vice versa.
- 1.6. Unless a term is otherwise defined in this Agreement, the terms defined in the FCA Rules and Information Memorandum shall bear the same meaning herein.
- 1.7. References to Clauses are to Clauses of this Agreement and headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.8. References herein to a party are to any party or together the parties to this Agreement, as the context may require.
- 1.9. Unless the context otherwise requires and except as varied or otherwise specified in this Agreement, words and expressions contained in this Agreement shall bear the same meaning as in the FCA Rules.
- 1.10. The Schedules form part of this Agreement.

## 2) **INVESTING IN THE FUND**

- 2.1. This Agreement will come into force on the date that the Custodian accepts the Investor’s Application Form and monies are subscribed to the Fund, such acceptance being solely at the discretion of the Investment Manager.
- 2.2. This Agreement appoints the Investment Manager, once the Minimum Fund Size of £750,000 has been received in aggregate (or such other amount as determined in the Investment Manager’s absolute discretion) as a common discretionary investment fund manager to act on the

Investor's behalf to make Investments in SEIS Qualifying Companies and to manage those Investments on behalf of all Investors in the Fund within the Fund collectively. The Investment Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.

- 2.3. The Investment Manager is an authorised person for the purposes of the Act and as such is regulated by the FCA. The Investment Manager is a limited liability partnership registered in Northern Ireland under registered number NC000562 and with a registered address at 28 Deramore Park, Belfast BT9 5JU Northern Ireland. The FCA's registered address is 25 The North Colonnade, Canary Wharf, London E14 5HS.
- 2.4. This Agreement is supplied to the Investor in English and the Investment Manager will continue to communicate with the Investor in English for the duration of this Agreement.
- 2.5. Except as expressly provided in this Agreement, or as the Investment Manager may be otherwise authorised, the Investment Manager has no authority to act for or represent the Investor.
- 2.6. For the purposes of the FCA Rules the Fund as a whole will be the client of the Investment Manager and not the Investor.
- 2.7. If the Investor is classified as a Retail Investor by their IFA, then the Investor has the right to request a different client categorisation. However, if the Investor does so and if the IFA agrees to such categorisation the Investor will lose certain protections provided by certain FCA rules.

This may include, but may not be limited to:

- 2.7.1. the Investment Manager is entitled to make the assumption that the Investor has the necessary level of experience and knowledge to understand the risks involved in relation to any investment, service, product or transaction contemplated by the Information Memorandum;
- 2.7.2. if the Investment Manager was to manage client assets, the Investment Manager would be obliged to provide Retail Clients with more detailed information periodically. A Retail Client has a right to a statement every three months, rather than every six months for a Professional Client;
- 2.7.3. the Investor will not be given any of the additional disclosures required to be provided to Retail Clients (e.g. on costs, commissions, fees and charges and information on managing investments);
- 2.7.4. where the Investment Manager provides the Investor with investment advice, the Investment Manager is entitled to assume that the Investor has the requisite knowledge and experience to understand the risks involved and that they are able financially to bear any investment risk consistent with their investment objectives;
- 2.7.5. if the Investment Manager was to hold money on behalf of a Retail Client the Investment Manager would have to notify the client of whether interest is payable (which is not required for Professional Clients); and the Investment Manager would not be able to transfer the money to a third party without notifying a Retail Client and without explaining who is responsible for that third party's actions or omissions, and the consequences where that third party becomes insolvent;
- 2.7.6. the FCA Rules impose detailed requirements on financial promotions directed at Retail Clients. Promotions directed at Professional Clients are simply subject to the high-level requirement that promotions are fair, clear and not misleading; and

2.7.7.where the Investment Manager places Investor's orders with third parties for execution, the factors taken into account in obtaining the best possible execution result for a Professional Client will differ from those for a Retail Client. It should be noted that Professional Clients can no longer opt out of best execution.

2.8. If the Investor is categorised as an elective Professional Client by the Investment Manager, the Investor hereby confirms that he/she has received notice of the protections that he/she may lose by virtue of his or her status as a person not categorised as a Retail Client of the Investment Manager and the fact that he/she is not a client of the Investment Manager for FCA regulatory purposes.

These may include, but may not be limited to:

2.8.1.the Investment Manager is entitled to make the assumption that the Investor has the necessary level of experience and knowledge to understand the risks involved in relation to any investment, service, product or transaction contemplated by the Information Memorandum;

2.8.2.if the Investment Manager was to manage client assets, the Investment Manager would be obliged to provide Retail Clients with more detailed information periodically;

2.8.3.the Investor will not be given any of the additional disclosures required to be provided to Retail Clients (e.g. on costs, commissions, fees and charges and information on managing investments);

2.8.4.the FCA Rules impose detailed requirements on financial promotions directed at Retail Clients. Promotions directed at Professional Clients are simply subject to the high-level requirement that promotions are fair, clear and not misleading; and

2.8.5.where the Investment Manager places Investor's orders with third parties for execution, the factors taken into account in obtaining the best possible execution result for a Professional Client will differ from those for a Retail Client. Note that Professional Clients are no longer able to opt out of best execution.

2.9. The Investor confirms that he/she is not seeking advice from the Investment Manager on the merits of any Investment into the Fund.

2.10. The Investor confirms that he/she is suitably knowledgeable of the risks associated with Non Readily Realisable Investments and/or has been suitably advised of these risks.

2.11. The Investment Manager may retain information about the Investor and the Investor's affairs in order to confirm the Investor's identity and financial standing (amongst other things the Investment Manager may make enquiries to a credit or mutual reference agency, which may retain a record of the enquiry). The Investor agrees that the Investment Manager may do this.

2.12. Anti-money laundering regulations aim to prevent criminal property being utilised or concealed as legitimate wealth. To meet the requirements of these regulations the Investor may have to produce satisfactory evidence of their identity before their Application Form can be accepted, and from time to time thereafter. This process of identification is to assist in the prevention of crime within the financial services industry. If the Investor does not provide the information when required, the Custodian and the Investment Manager may be unable to accept any instructions from them or provide them with any services.

### 3) **CANCELLATION RIGHTS**

- 3.1. Following receipt of an Application Form, the Custodian will write to the Investor acknowledging receipt of the application. If the Investor wishes to exercise his or her right to cancel, the Investor must notify the Custodian in writing within 14 calendar days of the acceptance of the application and receipt of the subscription monies, by writing to the Custodian.
- 3.2. If the Investor exercises their cancellation rights, the Custodian shall refund any monies paid by the Investor less any charges the Investment Manager has already incurred for any service undertaken in accordance with the terms of the Agreement. Please note that the Custodian is obliged to hold the Investor's investment monies until such time that sufficient identification documents have been provided to satisfy its anti-money laundering obligations.
- 3.3. The Investment Manager shall procure that the Custodian endeavours to arrange the return of any such monies as described at Clause 3.1 as soon as possible (but in any event, not more than 30 days following cancellation or the completion of its anti-money laundering obligations, whichever is the latest). The Investor will not be entitled to interest on such monies.
- 3.4. If the Investor does not exercise this right to cancel within the requisite time period, the Investor will still be entitled to exercise his or her right under Clause 15 below to terminate this Agreement, which is a separate right.
- 3.5. The right to cancel under the FCA Rules does not give the Investor the right to cancel/terminate/reverse any particular investment transaction executed for the account of the Investor before cancellation takes effect.
- 3.6. The Investor shall retain beneficial ownership of the assets in the Fund at all relevant times.

#### 4) **SUBSCRIPTIONS**

- 4.1. The Investor:
  - 4.1.1. must make a Subscription to the Fund of not less than £10,000 at the same time as submitting his/her Application Form to invest and may make further Subscriptions;
  - 4.1.2. may make further Subscriptions up to and including the final Closing Date; and
  - 4.1.3. may not make further Subscriptions after the final Closing Date without the permission of the Investment Manager.
- 4.2. The Investor may make a withdrawal from his/her Fund and terminate this Agreement subject to Clause 15 below.
- 4.3. Subscriptions received shall be deposited in an account pending their investment.
- 4.4. Where subscription monies are invested in SEIS Qualifying Companies, any monies transferred to the Investee Companies are solely in consideration for an issue of shares in the Investee Companies and no debt will come into existence by virtue of any payment preceding the formal issue.

#### 5) **SERVICES**

- 5.1. The Investment Manager shall manage the Fund as from acceptance of each Application Form, and minimum aggregate total subscriptions of £750,000 being invested in the Fund (or such other amount as the determined in the Investment Manager's absolute discretion) on the terms set out in this Agreement.

- 5.2. The Investment Manager shall manage the Fund in pursuit of the Investment Objective and approach as set out in this Information Memorandum and subject to any Investment Restrictions as stipulated by this Information Memorandum. Subject to such Investment Objective, approach and any restrictions, the Investment Manager shall exercise all discretionary powers in relation to the selection of, or exercising rights relating to, Investments on the terms set out in this Agreement.
- 5.3. The Investor hereby authorises the Investment Manager (and grants to the Investment Manager a power of attorney) to act on its behalf and in the name of the Investor or its nominee to negotiate, agree and do all such acts, transactions, agreements and deeds as the Investment Manager may deem necessary or desirable for the purposes of making, managing and realising Investments and managing cash funds and any other investments on behalf of the Investor and this authority (and power of attorney) shall be irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution of the Investor. This authority (and power of attorney) will terminate upon the complete withdrawal of the Investor from the Fund.
- 5.4. The Investment Objective, approach and restrictions described in this Information Memorandum shall not be deemed to have been breached as a result of changes in the price or value of certain Investments comprised in the Fund brought about through internal financial circumstances of the Investee Companies, market forces or movements in the market. In particular, the Investor acknowledges that the Investments are of a type that cannot easily be valued or realised and that the default period of holding Qualifying Shares will be at least three years for the Investor's protection since tax relief may be otherwise lost. The Investment Manager may however exercise its discretion to realise investments prior to this period with a consequent loss of tax reliefs.
- 5.5. The Investment Manager shall be responsible for negotiating and establishing all agreements or arrangements with any other third party in relation to the investment, management or custody of the assets of the Fund including, without limitation, agreements with Twenty20 Mentoring Limited in relation to the on-going support for the Investee Companies and in relation to the Custodian and any other prime broker or custodian in relation to the assets of the Fund, account opening documentation, and other annexes and all documents relating thereto.
- 5.6. The Investment Manager is authorised to give the Custodian or other third parties any instructions on behalf of the Investor which may be necessary or desirable for the proper performance of the Investment Manager's duties under this Agreement.
- 5.7. The Investment Manager shall, without prejudice to the generality of the foregoing, also provide the following Services:-
- 5.7.1. the provision of written reports in accordance with the Clause 7;
  - 5.7.2. keeping or causing to be kept such books, records and statements as shall be necessary to give a complete record of all transactions which the Investment Manager carries out for the account of the Investor, which the Investor shall be entitled to inspect on giving one month's notice.
- 5.8. In performing its Services, the Investment Manager shall at all times have regard to:
- 5.8.1. the need for the Fund to attract the SEIS reliefs and any other tax advantages; and
  - 5.8.2. all Applicable Laws.
- 5.9. The Investment Manager reserves the right to return a surplus of cash if it concludes that it cannot be properly invested for the Investor and it considers this to be in the best interests of the Investor having regard to availability of SEIS Relief for the Investor.

- 5.10. In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 15, the cash proceeds of realised SEIS Investments may be placed on deposit or invested in government securities or in other investments of a similar risk profile. In carrying out its obligations hereunder, the Investment Manager will act in good faith, with due diligence and shall have regard to any other matter to which a prudent person should reasonably have regard to with respect to the proper discharge of its duties.
- 5.11. Any tax reliefs are dependent on the Investor's personal circumstances as well as the actual underlying investments made by the Fund. In providing services to the Investor, the Investment Manager and the Custodian shall not be required to take into account taxation matters and neither shall provide tax advice. Therefore, and in any event, the Investor should seek independent tax advice to determine and understand the suitability of investing in the Fund and any effect that this may have on the Investor's own position generally.

## **6) TERMS APPLICABLE TO DEALING**

- 6.1. The Investor should understand that the Fund will be invested in a number of unlisted securities which there is generally no relevant market or exchange, consequent rules and customs and there will be varying practices for different securities. Transactions in relation to shares of such securities will be made on the best commercial terms which can be agreed.
- 6.2. Where deals are aggregated with other SEIS Investors in the Fund, the number of shares in an Investee Company held as an Investment allocated to the Investor shall be calculated with reference to the proportion which the Investor's Subscription of the Fund applied to such share purchase bears to the total Subscriptions by all Investors in the Fund at that time, provided that Investors shall not have fractions of shares. Variations may be allowed to prevent Investors having fractions of shares but only in circumstances in which there are minor variations. (If one or more of the Investors in the Fund is an accountant, lawyer or other professional person who is subject to professional rules preventing him from making an investment in a particular Investee Company, then the number of shares so allocated to that Investor or Investors shall not be taken up for the Fund and the cash value of such shares may be returned to such Investor, such that the number of shares so allocated to other Investors in that Fund would not be increased). Investments may be made by the Fund prior to a Closing Date.
- 6.3. Subject to both the FCA Rules and the Investment Manager's Fund management policy (at Schedule 1 of this Agreement) the Investment Manager will act in good faith and with due diligence in its choice and use of counterparties but, subject to this obligation, shall have no responsibility for the performance by any counterparty of its obligations in respect of transactions effected under this Agreement.
- 6.4. The Investment Manager may aggregate the Investors transactions with those of other customers and of its employees in accordance with the FCA Rules. It is likely that the effect of such an allocation will not work to the Investor's disadvantage; however, occasionally this may not be the case. The Investment Manager will allocate aggregated transactions promptly on a fair basis in accordance with the requirements of the FCA Rules.
- 6.5. Subject to both the FCA Rules and the Investment Manager's conflicts of interest policy (a summary of which is included at Schedule 2 of this Agreement) the Investment Manager may make use of dealing commission arrangements in respect of deals undertaken for the Fund as may be disclosed to the Investor from time to time.
- 6.6. Any option which the Investment Manager has to subscribe for shares in any Investee Company in which the Fund has invested, shall not be capable of assignment except to an employee of the Investment Manager within three years from the date on which the Investment is made.

6.7. As an FCA authorised firm, the Investment Manager is required to take all reasonable steps to obtain the best possible result on behalf of clients when placing orders for execution that result from decisions by the Investment Manager. Set out in Schedule 3 is the Investment Manager's summary of its policy in respect of this requirement. Where applicable, the Investment Manager's decisions will normally be executed by the Custodian in accordance with its Execution Policy.

## 7) **REPORTS AND INFORMATION**

7.1. The Investment Manager shall send the Investor a report relating to the Fund every six months, in compliance with the FCA rules.

7.2. The Investment Manager shall provide further information which is under its control as the Investor may reasonably require as soon as reasonably practicable after receipt of a request from the Investor for further information.

7.3. Reports will include a measure of performance in the later stages of the Fund once valuations are available. Any statements, reports or information provided by the Investment Manager will state the basis of any valuations.

## 8) **DELEGATION**

8.1. The Investment Manager may delegate, in whole or in part, any of its functions, powers, and duties under this Agreement (other than functions, powers and duties connected with the exercise of discretion in relation to any Investments) to any suitably authorised person and in connection therewith may provide information about the Fund to any such person, in which case it will act in good faith and with due diligence in the selection, use and monitoring of any such person but otherwise shall have no liability in respect of such persons.

8.2. The Investment Manager may also employ agents to perform, or advise in relation to the performance by it or, any of the Services required to be performed or provided by it under this Agreement. The Investment Manager shall act in good faith and with reasonable skill and care in the selection, use and monitoring of any agent appointed under this Clause 8 but otherwise shall have no liability in respect of its agents.

8.3. The Investment Manager may from time to time change or amend the terms of the relationship with the Custodian, including the replacement thereof and negotiate such terms on an arm's length basis in good faith.

## 9) **ASSIGNMENT**

9.1. The Investment Manager may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to the Investor.

9.2. This Agreement is personal to the Investor and the Investor may not assign it or transfer it.

## 10) **OBLIGATIONS OF THE INVESTOR**

10.1. The Investor's Fund which is established by this Agreement is set up on the basis of the declaration made by the Investor in their Application Form which includes the following statements by the Investor:

10.1.1. the fact as to whether or not the Investor wishes to seek SEIS Reliefs for the Investments;

- 10.1.2. the Investor agrees to inform the Investment Manager if, within three years of the date of shares being issued, the Investor becomes connected with, or receives value from an Investee Company which is an Investment;
  - 10.1.3. the Investor agrees to inform the Investment Manager if the Investor is or becomes connected with any of the Investee Companies of the Fund or makes an Investment pursuant to sections 166, 167, 170, 171 and (for SEIS) 257BF ITA 2007;
  - 10.1.4. the Investor confirms to the Custodian and the Investment Manager that the information stated in the Application Form in relation to them is true and accurate as at the date of this Agreement; and
  - 10.1.5. the Investor will provide their tax district, tax reference number and National Insurance number to the Custodian.
- 10.2. The Investor must immediately inform the Investment Manager in writing of any change of tax status, other material change in circumstance and any change in the information provided in the Application Form to which Clause 10.1 above refers.
- 10.3. The Investor will provide to the Custodian or the Investment Manager relevant information in regard to the Foreign Account Tax Compliance Act ("FATCA") and the Common Reporting Standard ("CRS") and similar as required.
- 10.4. The Investor hereby warrants and represents that:
- 10.4.1. they are a person of 18 years or older and personally possess sufficient knowledge, experience and expertise in financial and business matters to be capable of evaluating the merits and risks of an investment in the Fund;
  - 10.4.2. they have read and understood Investment Memorandum and risks involved; and
  - 10.4.3. the information provided in the Investor's application (and all other) respects is true and accurate as at the date of this Agreement.

## **11) MANAGEMENT AND CUSTODIAN OBLIGATIONS**

- 11.1. The Investment Manager shall dedicate such time and attention and have all necessary competent personnel and equipment as may be required to enable it to provide the Services properly and efficiently, and in compliance with the FCA Rules.
- 11.2. The Investment Manager shall appoint the Custodian as agent for the Investor to act as custodian of the cash and other assets of the Fund.
- 11.3. The Custodian shall not be liable to the Investment Manager or to any Investor for any act or omission in the course or in connection with the proper provision of the Services rendered by it in connection with the Fund or for any loss or damage which the Investment Manager or Investor may sustain or suffer as a result or in the course of the proper discharge by the Investment Manager or any delegate of its duties in connection with the Fund, in the absence of fraud, negligence, wilful default or breach of contract directly relating to such cost, expense or liability on the part of the Custodian or any delegate.
- 11.4. Except as disclosed in any memorandum issued in relation to the Fund and as otherwise provided in this Agreement (for example on early termination or early realisation), the Investment Manager shall take reasonable steps to not take any action which shall prejudice

the tax position of the Investor insofar as it is aware of the relevant circumstances, and in particular which may prejudice obtaining the SEIS Reliefs for the Fund Investments.

- 11.5. The Investors or the Investment Manager shall pay or reimburse the Custodian from time to time on demand for any transfer taxes payable upon transfers, exchanges or deliveries of securities made under the custodian agreement in accordance with this Information Memorandum.
- 11.6. The Investor indemnifies the Custodian from and against any and all direct liabilities, obligations, losses, damages, penalties, actions against the Custodian, judgements, suits against the Custodian, proper costs and expenses or disbursements (other than those resulting from fraud, negligence, wilful default or breach of contract on the part of the Custodian) which may be imposed or incurred by or asserted against the Custodian in properly performing its obligations or duties to each Fund under the custodian agreement.
- 11.7. The Custodian will not co-mingle securities or other assets of the Investors with its own.
- 11.8. The Custodian will hold cash subscribed by the Investor in accordance with the Client Money Rules contained in CASS 7 of the FCA Rules. Such cash balance will be deposited with an authorised credit institution in a bank account (or accounts) opened and maintained in the name of the Custodian. The Custodian at the direction of the Investment Manager may debit or credit the said account for all sums payable by or to the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor). Any interest payable on credit balances in the said account will be retained Custodian.

## 12) VOTING

The Investment Manager shall have discretion to instruct the Custodian to exercise the voting and other rights attaching to the Investments made by the Fund.

## 13) FEES AND EXPENSES

The Investment Manager shall receive fees for its Services, and reimbursements of their costs and expenses, as set out in this Information Memorandum. To the extent that any of this fee is not paid for whatever reason by the relevant Investee Company, the Investment Manager reserves the right to instruct the Custodian to deduct such fees from an Investor's Subscription awaiting investment and/or from any disposal or dividend proceeds arising from his/her Investments save that an Investor shall never be liable for more than his proportionate share of such fees by reference to the other Investors in the Fund who have had Investments made on their behalf in the same Investee Company.

## 14) LIABILITY

- 14.1. The Investment Manager shall not be liable in respect of any act or omission of any person, firm or company through whom transactions in Investments are effected for the account of the Investor (including the Custodian) or any other third party having custody or possession of the assets of the Investor from time to time, or of any clearance or settlement system.
- 14.2. The Investment Manager shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment Objectives and the Investment Restrictions or for other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Investment Manager or any of its employees.

- 14.3. The Investment Manager gives no representations or warranty as to the performance of the Fund. SEIS Investments are high risk Investments, being Non Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. Investors should consider the suitability of investment in SEIS Investments carefully and note the risk warnings set out in this Information Memorandum.
- 14.4. The Investment Manager will not be responsible for any loss of opportunity whereby the value of the Investor's Fund could have been increased or for any decline in the value of the Investor's Investment howsoever arising, except to the extent that such loss or decline is due to the Investment Manager's negligence, wilful default or fraud or that of any of its directors or employees.
- 14.5. The Custodian shall not be liable in the event of the insolvency of any bank with which any funds of the Custodian have been deposited, nor in the event of any restriction on the ability of the Custodian to withdraw funds from such bank for reasons which are beyond its reasonable control.
- 14.6. If the Custodian should fail to deliver any necessary documents or to account for any Investments, the Investment Manager will take all reasonable steps on the Investor's behalf to recover such documents or Investments or any sums due or compensation in lieu thereof but subject thereto to the Investment Manager's general duty of good faith, shall not be liable for such failure.
- 14.7. The Investment Manager may be separately engaged by some of the unquoted companies that the Fund will invest in to assist those companies to raise finance. The Investment Manager will receive a fee from each such unquoted company for its services.
- 14.8. The Investment Manager will not be liable for any loss arising from errors of fact or judgement or any action taken (or omitted to be taken) by it howsoever arising except to the extent that any such error or action (or the omission thereof) is due to the Investment Manager's negligence, wilful default or fraud or that of any of its directors or employees.
- 14.9. The Investment Manager shall be entitled to rely absolutely upon and shall not incur any liability (save for any liability resulting from the negligence, wilful default or fraud of the Investment Manager) in respect of any action taken or thing suffered in good faith in reliance upon any paper or document believed to be genuine and to have been signed and sealed by the proper parties or be in any way liable for any forged or unauthorised signature or seal affixed to any document and in discharging its duties hereunder the Investment Manager may, in the absence of manifest error, rely without enquiry upon all information supplied to it by the Investor, the Custodian, the Company Mentor or any of their respective directors, officers, employees or agents. The Investment Manager may accept as sufficient evidence of any instructions, notice or other communication given to it by the Investor, the Custodian, the Company Mentor or any of their respective directors, officers, employees or agents any document or paper signed or purporting to be signed on behalf of the Investor, the Custodian or the Company Mentor or any of their respective directors, officers, employees or agents by such person or persons whose signature the Investment Manager is for the time being authorised to accept.
- 14.10. The Investor shall indemnify and keep indemnified the Investment Manager and the directors, officers, employees advisers and agents of the Investment Manager from and against any and all liabilities, obligations, losses, damages, suits and expenses (including legal expenses) which may be incurred by or asserted against the Investment Manager in its capacity as Investment Manager of the Fund other than those resulting from the negligence, wilful default or fraud on its

or their part and other than expenses incurred by the Investment Manager for which it is responsible hereunder.

- 14.11. In the event of any failure, interruption or delay in the performance of the Investment Manager's obligations resulting from acts, events or circumstances not reasonably within the Investment Manager's control (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; and acts of war, terrorism or civil unrest) the Investment Manager shall not be liable to the Investor for consequential loss in the value of, or failure to perform investment transactions or the account of, the Fund.
- 14.12. Nothing in this Agreement shall exclude or restrict any duty or liability to the Investor which the Investment Manager may have under the FCA Rules.

## 15) TERMINATION

- 15.1. The Investment Manager shall notify the Investor of the date on which the Fund will terminate. For the avoidance of doubt, this date will be determined by the Investment Manager. This date is expected to be up to six years after the Closing Date of the Fund (subject that the Investment Manager reserves the right to terminate the Fund before this date and individual Investments are anticipated to be realised between three and six years after each Investment). On termination of the Fund, all the shares in the Investor's Fund shall be transferred into the Investor's name or as the Investor shall otherwise direct.
- 15.2. The Investor is entitled to withdraw his Investments to the extent those Investments comprise:
- 15.2.1. Relevant Shares which are admitted to official listing in an EEA state or to dealings on a recognised investment exchange, at any time after the fifth anniversary of the date the Relevant Shares were issued;
- 15.2.2. other Relevant Shares, at any time after the seventh anniversary of the date of the Relevant Shares were issued;
- 15.2.3. shares other than Relevant Shares, at any time after the end of the period of 6 months beginning with the date those Relevant Shares ceased to be Relevant Shares (and the Investor will be notified in writing as soon as reasonably practicable after any shares comprised the Investor's Investment cease to be Relevant Shares); and
- 15.2.4. cash, at any time.

The Investment Manager will have a lien on all assets being withdrawn or distributed by the Investor and shall be entitled to dispose of some or all of the same and apply the proceeds in discharging any liability of the Investor to the Investment Manager in respect of damages or accrued but unpaid fees. The balance of any sale proceeds and control of any remaining investments will then be passed to the Investor. This Agreement shall terminate upon the completion of the withdrawal from the Fund of all Shares and cash which the Investor is entitled to receive under this Clause 15.2.

- 15.3. If the Investment Manager does not give the Investor at least three months' written notice of its intention to end its role as Investment Manager under this Agreement or the Investment Manager becomes insolvent or the Investment Manager ceases to be suitably authorised by the FCA, the Investment Manager shall endeavour to make arrangements to transfer the Fund to another fund manager in which case that manager will assume the role of the Investment Manager under this Agreement, failing which the Agreement will terminate immediately and,

subject to Clause 16, the Investments in the Investor's Fund will be transferred into the Investor's name or as the Investor may otherwise direct.

- 15.4. If the Investor has been categorised as an elective Professional Client for the purposes of the FCA Rules, the Investor shall notify the Investment Manager as soon as practicable in the event that the Investor is no longer to be categorised as an elective Professional Client by the Investment Manager for the purposes of the provision of the services under this Agreement or the Investor no longer has the expertise, experience and knowledge to make their own investment decisions and to understand the risks involved in relation to the Fund whereupon the Investment Manager shall be entitled to terminate this Agreement.

#### **16) CONSEQUENCES OF TERMINATION**

- 16.1. Pursuant to Clause 15 the Investment Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.
- 16.2. Termination of this Agreement will not affect any right intended to survive termination and will be without penalty or other additional payments save that the Investor will pay fees, expenses and costs properly incurred by the Investment Manager and the Custodian up to and including the date of termination and payable under the terms of this Agreement.
- 16.3. On termination, the Investment Manager may retain and/or realise Investments as may be required to settle transactions already instigated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 13 of this Agreement.

#### **17) RISK WARNINGS AND FURTHER DISCLOSURES**

- 17.1. The Investor's attention is drawn to the risk factors set out in this Information Memorandum.
- 17.2. The Investment Manager will not borrow money on behalf of the Investor, nor lend securities or enter into stock lending or similar transactions. For clarity, the Investee Companies may borrow money or enter into similar transactions.
- 17.3. The Investment Manager cannot require Investors to add further monies to the Fund following the Subscription.

#### **18) CONFLICTS OF INTEREST**

- 18.1. The Services of the Investment Manager hereunder are not to be deemed exclusive. The Investor acknowledges that the Investment Manager and its members, officers, employees or persons connected with the Investment Manager will from time to time act as director, investment manager, manager, investment adviser or dealer in relation to, or be otherwise involved in, investments and investment funds. Members, officers, employees or persons connected with the Investment Manager may personally make subscriptions to the Fund. In respect of such positions, the Investment Manager may have similar or different objectives to that of the Investor. It is therefore possible that any of them may, in the course of business, have potential conflicts of interest with the Investor. The Investment Manager will, at all times, have regard in such event to its obligations to the Investor and will endeavour to ensure that such conflicts are resolved fairly.
- 18.2. For the avoidance of doubt, under the circumstances set out in Clause 18.1, the Investment Manager shall not be required to account for any profits earned in connection therewith.

18.3. In accordance with the FCA Rules, the Investment Manager has in place a policy to manage conflicts of interest (the "Conflicts Policy") which sets out how it identifies and manages conflicts of interest. A summary of this policy is set out at Schedule 2.

## 19) COMPLAINTS

The Investment Manager has in operation a written procedure in accordance with the FCA Rules for the effective consideration and proper handling of complaints from customers. Details of this procedure are available from the Investment Manager on request. Should the Investor have a complaint, they should contact the Investment Manager. If the Investment Manager is unable to resolve the complaint to the Investor's satisfaction, the Investor may be entitled to refer the complaint to the Financial Ombudsman authority.

## 20) COMPENSATION

Claims against the Investment Manager may be covered by the Financial Services Compensation Scheme (FSCS). Further information about the circumstances in which the FSCS cover is available can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 21) APPLICABLE LAWS

All transactions in Investments shall be subject to any applicable law, rules or regulations. If there is any conflict between this Agreement and any such rules, customs or applicable law, the latter shall prevail.

## 22) CONFIDENTIALITY

22.1. The Investment Manager is not obliged to disclose to the Investor or, in making any decision or taking any step in connection with the investment management of the Fund, to take into consideration information either:

22.1.1. the disclosure of which by it to the Investor would or might be a breach of duty or confidence to any other person; or

22.1.2. which came to the notice of an employee, officer or agent of the Investment Manager, but does not come to the actual notice of the individual making the decision or taking the step in question.

22.2. The Investment Manager and the Investor shall at all times respect and protect the confidentiality of information acquired in consequence of this Agreement except pursuant to any right or obligation to or by which the Investment Manager or the Investor may be entitled or bound to disclose information under compulsion of law or pursuant to the requirements of competent regulatory authorities including, without limitation, the FCA.

22.3. Nothing in this Clause 22 shall prevent:

22.3.1. the disclosure of information by any party to its auditors, legal or other professional advisers in the proper performance of their duties;

22.3.2. the disclosure by any party of information which has come into the public domain other than through its fault or the fault of any person to whom the information has been disclosed; or

22.3.3. the disclosure of information that is authorised to be disclosed by the other party.

22.4. The Parties shall use all reasonable endeavours to prevent any breach of confidentiality under Clause 22.

## 23) NOTICES, INSTRUCTIONS AND COMMUNICATIONS

- 23.1. Notices of instructions to the Investment Manager should be in writing and signed by the Investor, except as otherwise specifically indicated.
- 23.2. The Investment Manager may rely and act on any communication or instruction which purports to have been given by persons authorised to give instructions by the Investor under the Application Form or subsequently notified by the Investor from time to time and, unless that relevant party receives written notice to the contrary, whether or not the authority of such person shall have been terminated. Communications shall be sent to the Investor (whether postal or electronic) to the last address notified to the Investment Manager and shall be deemed received by the Investor on the second day after posting or on the day after dispatch in the case of electronic communication.
- 23.3. Communications by the Investor shall be made in writing in English to the Investment Manager, addressed to “Sapphire Capital Partners LLP,” and shall be sent to:
- 23.3.1. address: 28 Deramore Park, Malone, Belfast BT9 5JU;
  - 23.3.2. e-mail: [boyd@sapphirecapitalpartners.co.uk](mailto:boyd@sapphirecapitalpartners.co.uk); and
  - 23.3.3. marked for the attention of Boyd Carson.
- 23.4. Communications sent by the Investor will be deemed received only if actually received by the Investment Manager. The Investment Manager will not be liable for any delay or failure of delivery of any communication sent to the Investor.

## 24) AMENDMENTS

- 24.1. The Investment Manager may amend the terms of this Agreement by giving the Investor not less than ten Business Days' written notice where such change reflects changes to market practice, administrative processes, computer systems or other such similar matters associated with managing the Fund.
- 24.2. The Investment Manager may also amend the terms of this Agreement with immediate effect by giving written notice if such an amendment is required in order to comply with HMRC requirements in order to maintain the SEIS Reliefs or in order to comply with the FCA Rules.

## 25) DATA PROTECTION

All data which the Investor provides to the Investment Manager shall be processed by the Investment Manager in accordance with the Investment Manager's privacy policy (as available online [here](#) or on request) and the prevailing data protection and privacy laws.

The URL to the Investment Manager's privacy policy is as follows:

<https://www.sapphirecapitalpartners.co.uk/privacy-policy>

- 25.1. The Investor agrees permits the Investment Manager and the Custodian may pass personal data:
- 25.1.1. to each other and to other parties insofar as is necessary in order for them to provide their Services as set out in this Agreement;
  - 25.1.2. to the FCA and any regulatory authority which regulates them;

25.1.3. to Twenty20 Mentoring Limited or Investee Companies; and

25.1.4. in accordance with all other Applicable Laws.

## 26) ENTIRE AGREEMENT

This Agreement, together with the Application Form constitutes the entire agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

## 27) SEVERABILITY

If any term of this Agreement shall be held to be illegal, void, invalid or unenforceable to any extent, such term, shall not affect the legality, validity and enforceability of the remainder of this Agreement.

## 28) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 29) GOVERNING LAW AND JURISDICTION

29.1. This Agreement is governed by and shall be construed exclusively in accordance with English law.

29.2. In relation to any legal action or proceedings (whether in contract or in tort) arising out of or in connection with this Agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

## SCHEDULE 1:

### FUND MANAGEMENT POLICY

- 1) The Investment Manager shall authorise investment in Qualifying Companies in line with the Investment Objectives and Investment Restrictions of the Fund as set out in this Information Memorandum,
- 2) The Investment Manager understands that new shares in Investee Companies should be held for no less than the SEIS Three Year Period to obtain the benefits of the SEIS.
- 3) The Investment Manager may consider exiting an investment before the expiration of the SEIS Three Year Period if the growth of an investment has outperformed the market and covers any loss of tax benefit. The Investment Manager may also exit an investment if an Investee Company is the subject of a trade sale.
- 4) After the expiration of the SEIS Three Year Period, the Investment Manager will review opportunities for exiting an investment as they arise.

## SCHEDULE 2:

### POLICIES TO GOVERN CONFLICTS OF INTEREST

As required by the FCA rules the Investment Manager has a policy to identify, prevent or manage effectively any conflicts of interest that may occur from its business. The Investment Manager considers:

- the conflicts that may arise between its own interests or those of persons linked to it such as employees and those of clients.
- between different clients such as different funds it manages.

This consideration extends to reviewing potential gains and incentives. A log of what types of conflicts may arise is kept and actively monitored.

The Investment Manager revises the policy on an at least annual basis, and additionally undertakes ongoing monitoring of compliance with the policy.

### **SCHEDULE 3:**

#### **EXECUTION POLICY**

- 1) When executing orders on behalf of Investors, the Investment Manager is required to take all sufficient steps to obtain the best possible outcome. It is a requirement of the FCA that certain execution factors are taken into account including: price; costs; speed; likelihood of execution and settlement; size and nature of the order or any other consideration relevant to the execution of the order. The Investment Manager may give speed, likelihood of execution and settlement, the size and nature of the order, market impact and any other implicit transaction costs precedence over the immediate price and cost consideration only insofar as they are instrumental in delivering the best possible result in terms of the total consideration to the Investor.
- 2) The Investment Manager will use its commercial judgement and experience to determine the relative importance of the execution factors. In making such a determination the Investment Manager will consider the market information available and also take into account the execution criteria. The Investment Manager must take into account the following execution criteria for determining the relative importance of the execution factors: the characteristics of the client; the characteristics of the order; the characteristics of financial instruments that are the subject of that order and the characteristics of the execution venues to which that order can be directed.
- 3) The range of activities presently undertaken by the Investment Manager does not include placing orders with brokers or dealers. If the Investment Manager places orders with brokers or dealers for execution the Investment Manager will satisfy itself that the broker or dealer has arrangements set up to enable the Investment Manager to act in accordance with its best execution obligations to its clients. Specific arrangements will be set up in order that brokers will confirm that they will treat the Investment Manager as a Professional Client and will therefore be required to provide best execution.

## APPENDIX 2: COPY OF COBS 4.7.9R AND 4.7.10R

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### 1. COBS Rule 4.7.9R states:

"A certified high net worth investor, a certified sophisticated investor or a self-certified sophisticated investor is an individual who has signed, within the period of twelve months ending with the day on which the communication is made, a statement in the terms set out in the applicable rule listed below, substituting "non-readily realisable securities" for "non-mainstream pooled investments":

- (1) certified high net worth investor: COBS 4.12.6 R;
- (2) certified sophisticated investor: COBS 4.12.7 R;
- (3) self-certified sophisticated investor: COBS 4.12.8 R.

### 2. COBS Rule 4.7.10R states:

A certified restricted investor is an individual who has signed, within the period of twelve months ending with the day on which the communication is made, a statement in the following terms:

*"RESTRICTED INVESTOR STATEMENT*

*I make this statement so that I can receive promotional communications relating to non-readily realisable securities as a restricted investor. I declare that I qualify as a restricted investor because:*

*(a) in the twelve months preceding the date below, I have not invested more than 10% of my net assets in non-readily realisable securities;*

*and*

*(b) I undertake that in the twelve months following the date below, I will not invest more than 10% of my net assets in non-readily realisable securities.*

*Net assets for these purposes do not include:*

*(a) the property which is my primary residence or any money raised through a loan secured on that property;*

*(b) any rights of mine under a qualifying contract of insurance; or*

*(c) any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are), or may be entitled; or*

*(d) any withdrawals from my pension savings (except where the withdrawals are used directly for income in retirement).*

*I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities.*

*Signature:*

*Date:"*