



Deepbridge
INNOVATION SEIS

The Deepbridge Innovation
Seed Enterprise Investment Scheme
Information Memorandum

**INNOVATIVE
INVESTING™**

Active investing for growth

SEIS

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This Investment Memorandum is provided for the purpose of providing certain information about investment in the Deepbridge Innovation SEIS (the “Fund” or the “Deepbridge Innovation SEIS”). The Fund is managed by Enterprise Investment Partners LLP who is advised by Deepbridge Advisers Limited (the “Investment Adviser” or “Deepbridge”).

Investment in the Deepbridge Innovation SEIS is offered solely on the basis of the information contained in this Investment Memorandum. No person has been authorised to give any information or make any representations other than those contained in this Investment Memorandum, or in any written brochure, notice or report which accompanies this Investment Memorandum, in connection with the offer in the Deepbridge Innovation SEIS. Neither the Investment Adviser nor the Manager or any of its 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 or the FCA Rules and which may not be excluded.

The Service is an Alternative Investment Fund (“AIF”) for the purposes of the Alternative Investment Fund Managers Directive (2011/61/EU) (“AIFMD”). It is not an Unregulated Collective Investment Scheme within the meaning of section 235 of FSMA nor a Non-Mainstream Pooled Investment.

The Investment Adviser believes that the factual content hereof is accurate and that statements of opinion herein are reasonably held. Subject to the

Investment Adviser’s overriding duty under the FCA Rules to ensure that the content of the 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. Additionally, some material included in this document is derived from public or third party sources, and each of the Investment Adviser and the Manager disclaims all liability for any errors or misrepresentations which any such inclusions may contain. 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.

In making an investment decision, investors must rely on their own independent assessment of the Fund and the terms of the offering contemplated hereby. There are significant risks associated with an investment in the Deepbridge Innovation SEIS. The investments of the Deepbridge Innovation SEIS in non-quoted equity will be long-term, of an illiquid nature and investors must be prepared to tie up their money for at least 5 years. The information contained in this Investment Memorandum is current at the date of publication.

This Information Memorandum should not be considered as a recommendation by the Manager, the Investment Adviser or its subsidiaries or affiliates (or their respective directors, shareholders, partners, officers, affiliates, employees, agents or advisers) to invest and each potential investor must make his/her own independent assessment of the merits or otherwise of investing in the Deepbridge Innovation SEIS and should take his/her own professional advice. Neither the issue of the Information Memorandum nor any part of its contents is to be taken as any form of commitment on the part of the Manager, or the Investment Adviser or any of its subsidiaries or affiliates to proceed with an investment. In no circumstances will the Manager, or the Investment Adviser or its subsidiaries or affiliates be responsible for any costs or expenses incurred in connection with any appraisal or investigation of the Deepbridge Innovation SEIS or for any other costs or expenses incurred by prospective Investors in connection with such investment. Neither the Manager nor the Adviser are liable for information published in other public sources.

The information contained in this Information Memorandum makes reference to the current laws of the United Kingdom concerning SEIS Relief and associated tax benefits as at the date of the Information Memorandum. The levels and bases of relief may be subject to change. The tax reliefs referred to herein are those currently available and are of summary nature only. The application and value of such tax reliefs depends upon the individual circumstances of each Investor. Accordingly the tax reliefs may or may not apply to any specific individual depending on their circumstances, and may change or be withdrawn by the government or the taxation authorities. You should consult your professional adviser before making an investment.

For further information on the Deepbridge Innovation SEIS, please contact the Investor Relations team on 01244 746000 or at info@deepbridgecapital.com.

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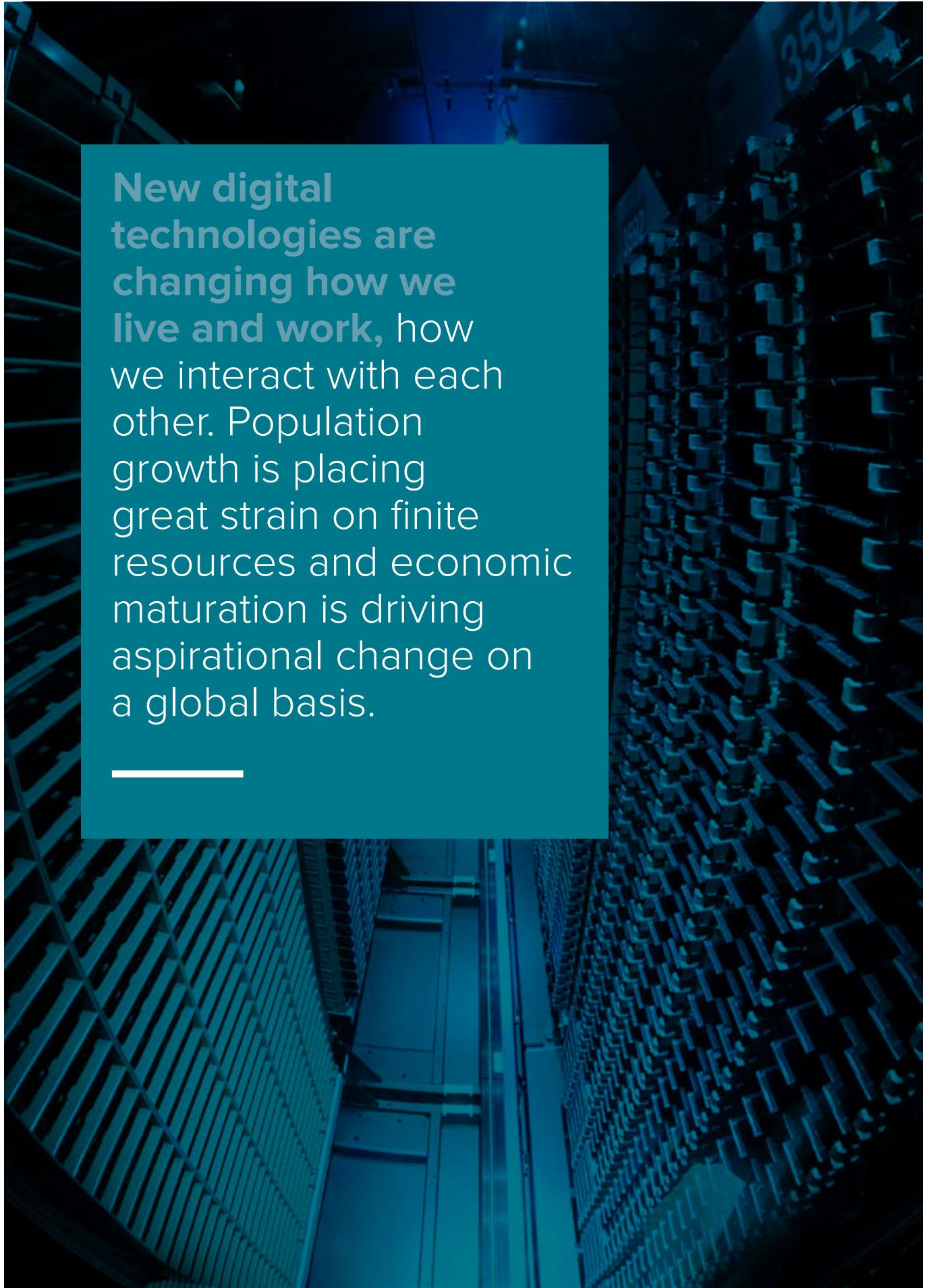
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New digital technologies are changing how we live and work, how we interact with each other. Population growth is placing great strain on finite resources and economic maturation is driving aspirational change on a global basis.

A.

Welcome



Dear investor

We believe that innovation generally refers to changing processes or creating more effective processes, products and ideas. In the modern world, innovation is often associated with technological advancement. This is what the Deepbridge Innovation SEIS is focused on providing investment into.

We also believe that technological innovation is often the process of translating an idea or invention into a good or service that creates additional economic value, addresses an identified or unarticulated market or consumer need and meets the expectations of end-users. Technological innovation can be linked to economic growth, and, in our opinion, is one of the most important sources of sustainable competitive advantage for businesses in the future.

The 21st century is expected to be a time of rapid innovation and technological change. The United Kingdom maintains its leading position in research and innovation, with four of the world's top eight universities sited here. [Sources: <http://www.telegraph.co.uk/education/0/revealed-worlds-top-20-universities/university-cambridge-many-years-ranked-besttheworld-decade/> and <http://oecdobserver.org/news/archivestory.php/aid/48/21st-AOcentury-technologies:-a-future-of-promise.html>]

Deepbridge perceives innovation as the marriage of research and entrepreneurship, with the potential to support sustained economic growth in the UK. On an individual scale, new digital technologies can have the ability to change how we live, work and how we interact with each other. On a global scale, population growth, particularly in developing countries, is placing great strain on finite resources.

[Source: <http://oecdobserver.org/news/archivestory.php/aid/48/21st-AOcentury-technologies:-a-future-of-promise.html>]

Technological innovation continues to transform our world. This is most obvious in our latest modes of communication and consumption, such as social media and e-commerce. Other innovations, such as smartphones, have materially augmented these new modes of activity, for both businesses and consumers.

Less obvious, but still significant, innovations such as advanced manufacturing are entering a new era. We believe that artificial intelligence has the potential power to disrupt established production methods, offering cheaper goods that can be more easily customised to the consumers' needs and requirements. Such developments are challenging the historical model of labour and capital-intensive factories, with protracted and often complex supply chains. [Source: <https://www.theengineer.co.uk/issues/18-october-2010/roundtable-debate-what-is-advanced-manufacturing/>]

Deepbridge seeks to identify those seed-stage companies, in such fields as energy and resource innovation, life sciences and medical devices, advanced materials production and the emergence of machine learning and artificial intelligence. We believe these companies have the potential to either enhance existing technologies, or create new market and consumer demands.

Deepbridge asserts that there is a potentially compelling opportunity for investors to secure attractive entry terms to fund such start-ups. Therefore, now is potentially an advantageous time to invest in emerging technology opportunities via the Seed Enterprise Investment Scheme (SEIS). Welcome to the Deepbridge Innovation SEIS.

Yours faithfully,

Ian Warwick
Managing Partner, Deepbridge Capital

B.

Executive summary

1. The opportunity

The Deepbridge Innovation SEIS offers investors an opportunity to secure potentially attractive returns by investing in a portfolio of seed-stage innovation companies, whilst taking advantage of the considerable income tax, capital gains tax, and inheritance tax benefits available under the Seed Enterprise Investment Scheme.

Providing seed investment to emerging technology-focused companies, the Deepbridge Innovation SEIS seeks to fund selected Investee Companies that possess an exciting new innovative approach to meet the existing and emerging requirements and demands of both corporate and consumer markets. The overarching focus of the Deepbridge Innovation SEIS is to offer investors exposure to companies engaged in a variety of technologies, including:

- Energy and resource innovation
- Medical technologies and diagnostics
- Business enterprise information technology
- Data analytics
- Transport & automotive innovation
- Instrumentation and control technologies
- Advanced materials and manufacturing
- Robotics, machine learning, and artificial intelligence.

Specifically, the investment strategy of the Deepbridge Innovation SEIS is to invest in a portfolio of Investee Companies which focus upon the development and/or application of technological innovation to address an identifiable market demand or consumer need.

The investee opportunities will be sourced from highly-regarded partners and an extensive deal flow network developed by Deepbridge that includes research and innovation organisations, commercial enterprises, academia, venture capital institutions, as well as Government-backed development funding agencies. Key partners include the National Science and Innovation Campus, Sci-Tech Daresbury and digital development experts, We Are Nova.

It is envisaged that each subscription will be deployed into the portfolio of Investee Companies subject to a minimum threshold* of investor inflows. The key investment attractions include the potential to benefit from the extensive experience and expertise of Deepbridge, the potential to attract grant and equity ‘matched’ funding, as well as the potential to generate significant tax-free returns under the Seed Enterprise Investment Scheme. The Deepbridge Innovation SEIS will generally invest in companies possessing significant intellectual property, requiring relatively modest capital at the outset, with the express intention of delivering either a product designed to prove concept, a prototype, or a minimum viable product (a new product with sufficient features to satisfy early-stage clients). It is the express intention of Deepbridge to also consider further funding of the selected Investee Companies under the Enterprise Investment Scheme, where companies meet the investment criteria of a relevant Deepbridge SEIS.

** It is envisaged that subscriptions may be deployed in tranches of up to £750,000, or less at the Manager’s discretion.*

Key benefits:

- An engaged hands-on approach from an experienced team
- Free of manager fees to the Investor for subscriptions received via a financial adviser at the point of investment, facilitating up to 100% deployment of investor funds
- SEIS tax advantages applicable, depending on personal circumstances
- Target return of 100p for every 100p invested, excluding SEIS Tax relief of 50p per share, over a minimum of 5 years
- Performance fee aligned with the investors interests
- The potential to deliver significant investor returns on disposal of an investee company.

The 100% Rule

The Deepbridge Innovation SEIS is a manager fee-free SEIS opportunity at the point of investment, for those subscriptions received via a financial adviser. Such subscriptions are therefore not charged any manager fees at the point of investment. For investors who invest through a financial adviser, upfront and most ongoing manager fees are paid by the Investee Companies: this structure allows investors to enjoy up to 100% of SEIS tax benefits and to have up to 100% of their investment actually put

to work by the Investee Companies. In adherence to the Retail Distribution Review, an investor's financial adviser fees can be met by either a deduction from their subscription or by direct billing by their financial adviser.

The target return

The objective of the Deepbridge Innovation SEIS is to generate tax-efficient capital growth of 200p for every 100p invested, excluding SEIS Tax relief of 50p per share, over a minimum period of 5 years.

Who is the Deepbridge Innovation SEIS intended for?

The Deepbridge Innovation SEIS is intended for those UK taxpaying individuals:

- Seeking exposure to technological innovation in the UK
- With income tax liability in the preceding or current tax years
- With large capital gains to defer or mitigate
- Who will benefit from IHT relief.

The minimum individual investment in the Deepbridge Innovation SEIS is £10,000. The selection of Investee Companies and the subsequent allocation of investors' subscriptions to the Investee Companies are made at the discretion of the Investment Manager with appropriate guidance from the Investment Adviser.

Key Risks:

- Investors should note that their subscription will be invested in shares issued by start-up and small unquoted investee companies
- Given that the Investee Companies will be at seed stage, it is unlikely that the Investee Companies will have revenue-generating ability at this time
- It is unlikely that subscribers will have access to their capital for at least 5 years from the date of subscription
- No established market exists for the trading of shares in private companies
- Due to the nature of the investing in small unlisted companies, investors must be aware that their capital invested is at risk and investors could lose all capital invested
- Tax reliefs currently available under the Seed Enterprise Investment Scheme and stated investment returns are not guaranteed and may not be delivered.

Please refer to the Risk Factors in Section F for further information. As neither Deepbridge nor Enterprise Investment Partners LLP are permitted to offer financial advice, each party strongly recommends that subscribers seek suitably qualified and independent professional advice before subscribing.

2. Investing in technology opportunities

The Deepbridge Innovation SEIS will invest in a portfolio of companies that are at start-up stage and possess intellectual capital, seeking to develop such intellectual property potentially to the stage of a prototype or a minimum viable product. Investopedia describes intellectual capital as the value of a company or organisation's employee knowledge, business training and any proprietary information that may provide the company with a competitive advantage.

Dealflow

Examples of such intellectual property could include innovative software development, new medical technology applications or transport innovation, developed either by an entrepreneur or a university spin-out (a company created to commercialise an idea formed at a university). Such investee opportunities will strive, with hands-on guidance and mentoring from the Deepbridge team, towards the delivery of a proof of concept, minimum viable product, or prototype by which the Company can demonstrate to early customers the initial benefit of the applied intellectual property.

Prior to appraisal by the Investment Team, potential companies seeking investment must meet the investment criteria of the Deepbridge Innovation SEIS.

Deepbridge may utilise the services of innovation management partners, National Science and Innovation Campuses (such as Sci-Tech Daresbury), as well as incubator and accelerator programmes. Innovation management partners, such as We Are Nova Ltd, may take a significant minority equity position in those companies, in exchange for their services provided to such companies.

3. The Seed Enterprise Investment Scheme

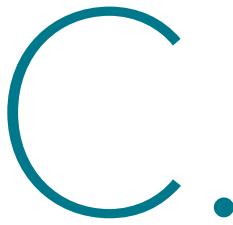
The Deepbridge Innovation SEIS is structured to provide eligible investors who are tax resident in the UK, with the opportunity to obtain tax advantages available under the Seed Enterprise Investment Scheme (SEIS) legislation. SEIS relief is available to investors in respect of each investment in an Investee Company, made under the investment mandate of the Deepbridge Innovation SEIS, by reference to the date the investment is made. Under SEIS, the main tax advantages that may be claimed by a qualifying investor are as follows:

- 50% income tax relief up to a maximum investment in SEIS of £100,000 per tax year per individual
- SEIS Reinvestment Relief, which lets an individual treat 50% of a gain arising in a given tax year as exempt from CGT if you acquire SEIS shares
- Tax free gains. There is no capital gains tax liability on gains on the disposal of shares which have been held for 3 years in SEIS qualifying companies, on which SEIS income tax relief has been obtained
- 100% inheritance tax exemption after each individual investment has been held for at least 2 years. Please note that HMRC will only assess whether your investment is Business Relief qualifying, and therefore eligible for 100% Inheritance Tax exemption, upon death and not at the time that the investment is made. Therefore, legislation at the time of death will be the basis for assessment for Business Relief eligibility
- Income tax carry-back relief. Investors can claim income tax relief for the tax year in which they invest in the underlying companies, as well as the year immediately preceding the investment, provided that the investor has not used any of the previous year's allowance. This enables the investor to claim tax relief in the period(s) most advantageous to him/her
- Loss relief. A loss on any qualifying investment in the portfolio, irrespective of the overall performance of the portfolio, can be offset by individuals against income of the tax year of loss, or the previous year, or against capital gains of the tax year of the loss and future years.

Please note that tax benefits depend on personal circumstances, are not guaranteed, and rely on UK tax legislation which may change in the future. This is not an exhaustive list of SEIS tax rules and is only intended as guidance on SEIS. Nothing in this document shall be regarded as constituting tax advice and prospective subscribers should seek advice from a suitably qualified independent adviser before deciding whether or not to make an investment. No reliance should be placed upon the tax content herein.



The Deepbridge Innovation SEIS is an opportunity to secure potentially attractive returns by investing in a portfolio of early-stage technology companies, whilst taking advantage of the considerable income tax, capital gains tax, and inheritance tax benefits available under the Seed Enterprise Investment Scheme.



The Deepbridge Innovation SEIS

1. Key features

Structure	Alternative Investment Fund.
Investment period	Evergreen.
Target tranche size	£1,500,000.
Minimum subscription	£10,000 per investor.
Maximum subscription	£100,000 per investor.
Target return	200p per share, excluding SEIS Tax relief of 50p per share, after a minimum five years (not guaranteed)*
Fees and charges	100% manager fee-free at point of investment, if subscriptions are received via a financial adviser. Please refer to the “Costs and fees” section for full details.
Focused investment strategy	<p>The Deepbridge Innovation SEIS seeks to offer investors diversified exposure to Investee Companies each of which is engaged in at least one of the following:</p> <ul style="list-style-type: none"> • Energy and resource innovation • Medical technologies and diagnostics • Business enterprise IT • Data analytics • Transport & automotive innovation • Instrumentation and control technologies • Advanced materials and manufacturing • Software development • Robotics and artificial intelligence. <p>The aim is for each subscription to be deployed across portfolio companies, at the discretion of Deepbridge, targeting diversification.</p>
Recycling of capital	The Investor must hold the assets for a minimum three years to secure the full tax advantages available under the SEIS. On exit of Investee Companies, you may give us notice in writing at any time that you do not want future proceeds to be redeployed. In this case, any funds from realised investments will be distributed to you.

* Target returns are illustrations only and based on forecasts and assumptions, and are therefore not a reliable indicator of future performance.

2. The investment opportunity

The Deepbridge Innovation SEIS is an Alternative Investment Fund as defined by the Alternative Investment Fund Managers Directive, and subscriptions are allocated across Investee Companies at the discretion of the Investment Adviser. It is managed by the appointed Investment Manager, Enterprise Investment Partners, and advised by the Investment Adviser, Deepbridge Advisers Ltd led by experienced technology entrepreneur and commercialisation expert Ian Warwick, and brings together a team of proven experts from the technological innovation sector.

The investment strategy of the Deepbridge Innovation SEIS is for subscriptions to be invested in a portfolio of Investee Companies (subject to minimum allocation per Investee Company) that exhibit some or all of the following qualities:

- Significant market potential with clear and demonstrable consumer or commercial need or demand
- Innovation-driven solutions that have the potential to create new market segments or displace current market offerings;
- Companies that utilise a technology-derived platform and/or an innovative approach to meet a newly-identified or existing market or consumer demand
- Technology-driven opportunities that possess a clear and realistic path to the delivery of a minimum viable product or prototype;
- A clearly defined strategy aimed at preserving and protecting intellectual property
- Passionate, energetic and experienced founding team
- Clear exit strategy to be implemented within 4-5 years with alignment of founder interests with the shareholders.

Please note that not all attributes may be present or achievable in each investee company.

Deepbridge also intends to seek matched funding from regional development funds and research foundations, as well as research grant funding, ideally provided on an unsecured basis.

Deepbridge will monitor the progress of each Investee Company by taking an executive seat on the Board of Directors and using an extensive industry network to furnish advice and commercial support to the Investee Company. Deepbridge may also co-invest alongside investors.

In relation to regulated business for retail clients Enterprise Investment Partners LLP (“EIP”), regulated and authorised by the Financial Conduct Authority (FCA), is the Manager of the Deepbridge Innovation SEIS and the team of Deepbridge acts as Investment Adviser to the Manager. In order to promote the Deepbridge SEIS, Deepbridge is an Appointed Representative of EIP.

3. Dealflow sourcing

Deepbridge will source investee opportunities from an extensive dealflow network that potentially includes research and innovation organisations, commercial enterprises, academia, venture capital institutions, as well as Government-backed development funding agencies. Two specific dealflow relationships are with:

Sci-Tech Daresbury

Established in 2006, as a national innovation and science campus, Sci-Tech Daresbury is internationally recognised through the reputation of the STFC Daresbury Laboratory and Cockcroft Institute in leading-edge research and development. The Campus operates large-scale facilities used by many UK universities as well as an increasing number of industrial companies (e.g. IBM, Unilever, Bentley Motors, BAE Systems).

Sci-Tech Daresbury is home to over 100 high-tech companies at Daresbury employing over 600 people in areas such as advanced engineering, digital/ICT, biomedical, energy, and environmental technologies. These vary from start-up companies to more mature SMEs to international corporates such as IBM, Atos and Hitachi. About one in six companies have their headquarters outside the UK.

Sci-Tech Daresbury enables companies at the campus to benefit from a collaborative environment and provides access to top-class facilities with the aim of providing companies on the campus with the best possible chance of succeeding and growing.

Since the advent of the Campus in 2006, Sci-Tech Daresbury has seen a wealth of highly innovative companies join, bringing expertise in areas ranging from medical devices and diagnostics to data analytics, control technologies to instrumentation, renewables to advanced materials.

We Are Nova

We Are Nova describes itself as a digital development organisation that specialises in creating and growing digital start-up businesses. Working with digital innovations, We Are Nova confirms that it operates a partnership-style approach to helping entrepreneurs from an initial idea to discovering its market and building the product.

We Are Nova states that they work with companies to explore ideas and accomplish three primary things:

- Prove that a real unmet need or problem in the world has been identified
- Identify initial customers who will help test and provide future feedback on the product
- Develop a concise business plan.

With over 30 companies developed so far, We Are Nova works at the initial stage to assess ideas, identifying if there is a potential market for the product, undertaking customer research and developing a business plan. Beyond this, We Are Nova, with support from Deepbridge, will work with Investee Companies with the aim of producing prototypes and then developing commercial products, as appropriate.

Through prototyping, We Are Nova's experienced team assesses which solutions could solve the identified problem. Following collation of real user feedback and data, We Are Nova will also look at the business model and start to understand how they can turn the original idea into both a scalable and sustainable company.

Once the product is created, We Are Nova's digital and commercial experts seek to commercialise and further grow the companies.

Deepbridge may utilise the services of innovation management partners, National Science and Innovation Campuses (such as Sci-Tech Daresbury), as well as incubator and accelerator programmes. Innovation management partners, such as We Are Nova Ltd, may take a significant minority equity position in those companies, in exchange for their services provided to such companies.

4. Structured investment process

The teams at Deepbridge, Sci-Tech Daresbury and We Are Nova possess an established network of academic and industrial research agencies, with links to universities, medical schools, research institutions, as well as other incubators.

Deepbridge expects access to many investment opportunities via this developed network: Deepbridge intends to source opportunities that can already demonstrate proof-of-concept for its innovation.

A robust due diligence process is applied to each investee opportunity and, where appropriate, Deepbridge (as Investment Adviser) will engage professional counterparties to assist with specific due diligence reviews on a prospective investment: for instance, patent evaluation of emerging medical technologies.

This is combined with detailed analysis carried out by the Investment Team at Deepbridge, the findings of which are then set out in an Investment Proposal. Final investment decisions are taken by the Supervisory Investment Committee of Deepbridge which includes non-executive members and draws upon extensive sector and business experience. If approved, the investment proposal is then submitted to the Investment Manager for final approval. Subsequent share subscriptions are structured in a manner which we consider to be in the investors' best interests within the context of the Seed Enterprise Investment Scheme, and Deepbridge intends to secure an executive position on the board of the Investee Company in order to be actively involved in the Investee Company's development and to monitor progress on behalf of shareholders introduced by Deepbridge.

5. Risk management and value building

The Deepbridge team will monitor the activities and performance of the Investee Companies on behalf of the Manager. In particular, the Deepbridge Innovation SEIS seeks to invest in Investee Companies that propose to follow a business development plan that is in line with the mandate of the Deepbridge Innovation SEIS. In this context, the Investment Adviser intends to appoint one or more of the employees of the Deepbridge team to the board of each of the Investee Companies, once the decision to deploy investor funds in each such company has been made.

Any decisions or actions required in relation to the rights and interests of investors in the Investee Companies will be taken by the Manager, acting in its sole discretion, with guidance provided by the Investment Adviser. The Deepbridge team will provide monitoring services to each Investee Company, including appointing a director to the board to assist the Investee Company in delivering and monitoring compliance with its business plan.

The seed-stage performance of Investee Companies will be measured against agreed, company specific, milestones to monitor progress, and deviations will be promptly identified and addressed with the management team of the Investee Company. Effective support of these companies, the essence of enhancing value, requires more than reviewing the monthly operating report and attending board meetings: Deepbridge seeks to actively engage and interact with the Investee Companies during their early-stage development, maintaining their focus, assisting with strategic, operational and developmental issues and providing hands-on support when required.

Deepbridge will also actively appraise the performance of the SEIS funding stage, to assess the potential for further development and commercialisation funding under the Enterprise Investment Scheme.

6. Exit process

We believe that most exits in the technology sector will take place in the mergers and acquisitions space. To secure the attention of potential acquirers', we seek to invest in start-up opportunities that have the potential of becoming either a challenge or a complement to existing products on the market.

7. Portfolio construction

The Deepbridge Innovation SEIS seeks to offer investors a diversified exposure to companies, each of which is focused on an innovative technological approach that meets a defined consumer or market demand, or has the potential to create a new consumer or market demand.

The Deepbridge team places great emphasis on portfolio construction, with the objective to reduce risk, through targeting diversification. This seeks to ensure that the portfolio of Investee Companies is optimally balanced across industries and sector and are better prepared for changes in the global economy that may impact adversely on sources of innovation funding. Investor subscriptions are intended to be deployed across a portfolio of companies, the selection of which will be determined at the discretion of the Investment Manager and the Investment Adviser. It is expected each Investee Company will either own, or possess an interest in, the identified technology and will seek to deliver a minimum viable product or prototype. It is understood that this activity may not be possible with the limited funding available under the Seed Enterprise Investment Scheme, and therefore further funding may be sought under the Enterprise Investment Scheme.

All potential Investee Companies are reviewed by the Supervisory Investment Committee, in which they will examine and appraise the Investment Proposal prepared by the Deepbridge team. The Investment Proposal will set out the investment opportunity in detail and pay particular attention to the identification of potential risks and opportunities in the business development plan of the investee company and how such risks can be mitigated and how the identified opportunities can be captured.



The Investment Team

Deepbridge is an investment and corporate advisory business that brings together a team of highly experienced business professionals, with proven operational, financial and management credentials.

The Deepbridge Investment Team possesses a depth of knowledge and expertise across a range of investment opportunities, including medical technologies, disruptive growth technologies, specialist software sectors, and renewable energy, at both start-up and follow-on funding stages. With a combined cross-sector commercial experience of over 200 years, the team at Deepbridge will be responsible for selecting, establishing, and managing the investee opportunities of the Deepbridge Innovation SEIS.



Ian Warwick
Managing Partner

Ian is a successful entrepreneur and CEO with a complete set of business skills earned over more than 20 years working with and for private and public companies. He spent the last 10 years leading publicly listed (Over The Counter Bulletin Board (OTCBB)) technology businesses in the UK and USA, focusing on business structure, capital investment, transformation and growth. Immediately prior to establishing Deepbridge Advisers Ltd and Deepbridge Capital LLP, Ian spent 5 years as Chairman and CEO of Aftersoft Group Inc. (now MAM Software Group Inc. OTCBB: MAMS), supplying Enterprise Resources Planning software solutions to the automotive aftermarket in the US, Canada and the UK. Ian successfully led the turnaround, re-capitalisation and listing of the business (OTCBB: MAMS), returning it to profit. He currently holds personal investments in a number of technology companies whose new products are in the proof of concept stage. He holds a Business Education Diploma from the University of Newcastle, and a Licentiate (LCGI) (NVQ Level 4) from the Royal Navy.



Kieran O'Gorman
Technical Partner

Kieran has acquired a wealth of experience in financial services, including institutional fund management within the Lloyd's of London insurance community, HNW private client stockbroking at Popes Stockbrokers (now Brewin Dolphin), as well as roles in institutional client relationship management and fund structuring within the alternative assets space. With an in-depth knowledge of the private capital markets, Kieran's role involves identifying new sources of investment capital, ensuring consistent high standards of investor communication, as well as co-ordinating fund-raising efforts on behalf of the Deepbridge team, particularly with respect to the IHT Service and the SEIS and EIS products. Kieran has been a Fellow of the Chartered Institute of Securities and Investments since 2001.



Dr Savvas Neophytou
Head of Life Sciences

Savvas is the Head of Life Sciences at Deepbridge. Prior to joining Deepbridge, Savvas enjoyed a 15 year career in the City, working as an investment banker at JP Morgan, Bear Stearns, Shore Capital, Cantor Fitzgerald, and Panmure Gordon. Savvas was also CEO of telemedicine business Now Healthcare Group. As a highly acclaimed analyst, Savvas has won multiple awards, most recently in 2015 when Savvas was ranked 2nd overall in the prestigious Reuters Starmine survey. In the same year, Savvas was also runner-up in the CityAM Analyst of the Year awards. Savvas holds a PhD in psychopharmacology from Nottingham University and a BSc (Hons) degree in pharmacology from Manchester University.



Gareth Groome
Chief Finance Officer

As Chief Finance Officer at Deepbridge, Gareth manages and oversees the financial and investment accounting function for the Deepbridge propositions. A full member of the Institute of Chartered Accountants in England and Wales, coupled with a solid commercial background as a Chartered Accountant and Chief Finance Officer, Gareth has a proven depth of understanding of the efficient management of complex fund and investment structures, including the production of NAV and asset performance data. His wide breadth of experience includes directorships in a number of financial services companies, as well as regulatory, legislative and risk management expertise. Prior to his recent role as CFO at a major alternative asset manager, with over £900m funds under management, Gareth was employed at Saffery Champness Chartered Accountants in Cheshire.

The Supervisory Investment Committee

The Investment team at Deepbridge is monitored and reviewed by the Supervisory Investment committee. The core discipline of the committee is technological viability and regulatory compliance, with the committee responsible for reviewing Investee Companies in order to provide feedback or insight regarding the technology they are commercialising as well as reviewing the operational strategy as appropriate.

The Committee members, in addition to Deepbridge, have specific technical and operational management experience in emerging companies from early stage to exit and therefore can conduct due diligence on each investment to a high level of granularity and detail.

This is intended to reduce the risk of inadvertent breach of SEIS status, unless otherwise advantageous to Investors.

In summary, the Supervisory Investment Committee provides separate oversight, from the Deepbridge investment team, on all matters relating to the technical and commercial elements involved with proposed and executed investments, thus ensuring that investments meet the mandate of the products and services offered by Deepbridge. The Committee acts as a partner to the Investee Companies' management teams. The Committee comprises a member of the executive management of Deepbridge, independent experts and also a representative of Sci-Tech Daresbury.

Deepbridge is an investment and corporate advisory business
that brings together a unique team of highly experienced business professionals, with proven operational financial and management credentials.



Matthias Mueller

Senior Technology Adviser

Matthias assists in the appraisal and assessment of new technologies, as part of the investment appraisal and management process, within the Deepbridge team. Matthias has more than 20 years' experience in the IT and Systems Integration sector, as well as a vast experience in innovation-led technology engineering. Matthias holds a Masters in Mechanical Engineering from the Technology University in Munich, and a degree in Computer Science from Trinity College, Dublin.



Bernard Ross

Supervisory Investment Committee Member

Bernard has over 20 years of senior experience at private & public board level across multiple industries including pharmaceutical, technology development and fast moving consumer goods. A former Head of International Development at CMI plc, Senior Vice President, Cardiovascular at Bioaccelerate Inc. (NASDAQ:BACL), CEO Innocardio Inc., CEO Accura Pharma plc. Bernard is Founder and CEO of Sky Medical Technology, a medical bioelectronics technology company. Sky Medical Technology has received funding via the Deepbridge Technology Growth EIS.



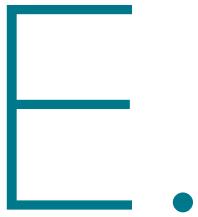
Adrian Neilan

Supervisory Investment Committee Member

With a Masters in Computer Science from Trinity College Dublin and a MBA from Dublin City University, Adrian has considerable experience of working with tech-focussed innovations and developing digital strategies.

Adrian's previous roles include 10 years as IT Director at Hewlett Packard followed by the role of CEO at the Irish Greyhound Racing Board, where he led the digitisation of operations.

Most recently, since 2014, Adrian has been Commercial Director at Trinity College Dublin.



Service, offer details, and charges

1. Service

The arrangements described in this Information Memorandum relate to the Deepbridge Innovation SEIS, an Alternative Investment Fund – please see the “Regulatory and Compliance” section.

This Service will be conducted subject to the terms of the Investor Agreement.

By agreeing to subscribe to the Deepbridge Innovation SEIS, the investors appoint the Manager to invest their subscriptions into opportunities selected by Deepbridge, the Investment Adviser. The minimum subscription from an investor is £10,000 and the maximum annual subscription, as stipulated by the HMRC, is £100,000 per investor.

The selection of Investee Companies for deployment will be at the discretion of the Investment Adviser, with advice from the Investment Adviser. Each company is to own identified intellectual property which is intended to be developed from post-concept to a minimum viable product or prototype.

The Manager, with advice provided by the Investment Adviser, will exercise its discretion with respect to all investments made on behalf of Investors, and Investors will be notified when their account is fully invested, and may be invited to re-subscribe where possible.

2. Investment amounts

The minimum investment is £10,000, with follow-on investments of £5,000. Lesser amounts may be accepted by the Manager at their discretion. The maximum investment per annum in SEIS is £100,000.

3. Eligibility and suitability

The Deepbridge Innovation SEIS is permitted to accept investment from all retail clients who understand the risks of investing in SEIS products. However, the investor should consider an investment in the Deepbridge Innovation SEIS as a longer-term investment, and Investments made by the Deepbridge Innovation SEIS are likely to be illiquid.

It may be that individual circumstances make the Deepbridge Innovation SEIS unsuitable for an investor. We therefore recommend that any investor seek advice from their financial adviser before making any investment decision.

4. Who is the Deepbridge Innovation SEIS suitable for?

This opportunity may be suitable for UK tax-paying investors who want direct access to the fast growing and constantly evolving technology sector, have a high tolerance of risk, are looking for a longer-term investment and whose personal circumstances allow them to take advantage of the tax reliefs available under the Seed Enterprise Investment Scheme, such that they are able to benefit from the income tax relief and/or defer capital gains, for example:

- An investor who has sufficient income tax liability to claim the 50% income tax relief under the SEIS
- An investor wishing to defer a taxable capital gain
- An investor wishing to defer a capital gain, but whom also has sufficient income tax liability to claim the 50% income tax relief under the SEIS.

The minimum individual investment in the Deepbridge Innovation SEIS is £10,000. Investors should note that the assets to be held by the Deepbridge Innovation SEIS will be shares in small unquoted companies (with accompanying high risk) and that they are unlikely to have access to their capital for at least 5 years from the date of application.

Please note that investors need to be able to make their own investment decisions and should seek professional independent advice prior to investing in the fund. Neither the Manager nor the Investment Adviser can provide advice on the suitability or appropriateness of the opportunity presented.

5. Costs and fees

The goal of the Deepbridge Innovation SEIS is to maximise the allocation of shares in each company the Investor invests in and in turn the Investor will receive full tax relief on the investment. To this end, fees will be charged to the Investee Company post the investment and not prior to investment.

a) Facilitation of financial adviser intermediary remuneration

For intermediary sales, the Investor will ordinarily meet the costs of any payments due to their Financial Adviser, in accordance with the Retail Distribution Review. For advised sales made via an FCA authorised financial adviser, Adviser remuneration can be met by an Adviser Facilitation Charge paid to that Adviser by Deepbridge, upon express permission received by Deepbridge from the Investor. Please note that this Adviser Facilitation Charge will be deducted from the subscription, and therefore Deepbridge will deploy the net subscription after the Adviser Facilitation Charge is deducted. For non-advised sales made via an FCA authorised financial adviser or other intermediary, where no advice is given, Adviser remuneration may be met by an Intermediary Facilitation Charge, upon express permission received by Deepbridge from the Investor. Please note that this Intermediary Facilitation Charge will be deducted from the subscription, and therefore Deepbridge will deploy the net subscription after the Intermediary Facilitation Charge is deducted.

b) Initial Corporate advisory and arrangement costs

The Investment Adviser will charge the Investee Companies a corporate advisory and arrangement fee of 5% of funds invested in that Investee Company. For direct investors (i.e. those that subscribe without a financial adviser involved), an additional charge of 2.5% including VAT will be deducted from your subscription to cover the Investment Adviser's costs associated with verifying the appropriateness of the Deepbridge SEIS application. This fee will be deducted from the subscription and therefore 97.5% of the subscription will be invested in the underlying companies.

c) Initial Investor marketing and other fees

The Investment Adviser reserves the right to levy additional fees to the Investee Company to meet any costs relating to investor marketing, valuation reporting, additional fundraising and administration, custody and dealing services, as well as those specific legal and compliance services provided not covered by the Annual Maintenance Charge. Such fees will be reported to the Investment Manager and investor on a regular basis.

d) Dealing fees

The Investment Adviser will charge each Investee Company a dealing fee of 0.65% on the sale and purchase of shares. The Custodian shall receive fees for their respective services, payable by the Investment Adviser, upon presentation of invoice to the Investment Adviser.

e) Annual maintenance charge

An Annual Maintenance Charge of 2% of the funds invested in an Investee Company will be paid to the Investment Adviser by each Investee Company on an annual basis. From this fee, the Investment Adviser will pay certain operating costs of the Investee Company including the ongoing monitoring of each Investee Company.

f) Annual custody fees

The Investment Adviser will charge each Investee Company an annual custody administration fee of 0.50% as a contribution towards the cost of provision of custody services. Any custody fees in excess of this amount will be borne by the Investment Adviser.

g) Performance incentive fee

The Investment Adviser will receive an incentive fee of 20% of the amount of cumulative total cash returned to the Deepbridge SEIS by each Investee Company in excess of the amount of the funds invested in the respective Investee Company. For clarification, once the Investor has received in cash the first 150 pence per 100 pence invested (ignoring any tax relief and representing a 50% Hurdle Rate on funds invested), any additional distributable cash will be paid as to 80% to the Investor and 20% to the Investment Adviser.

This is intended to align the interests of the Investment Adviser with those of the Investors and the incentive fee will therefore only become payable if the total cash returned to Investors, per Investee Company, exceeds the amount of initial capital invested by 20% or more.

h) Shares, options and warrants

In certain instances, the Investment Adviser may also seek to take shares, options or warrants in the Investee Companies either in lieu of any of the above charges or fees in addition and in line with common industry practice.

All fees, costs and expenses levied on the Investee Companies are stated excluding any VAT which will also be charged where applicable. It should further be noted, that where tax reliefs are

available, they are only available on the actual amounts invested in the Investee Companies, and therefore no tax relief is available for charges.

Whilst most charges are not levied on Investors at the Fund level, but on the Investee Companies the Fund invests in, the impact may be to reduce the net assets of the Investee Companies which could thereby affect the net returns to investors.

6. Reporting and valuations

Deepbridge will send each Investor a quarterly valuation statement, no less than four times in each complete year that the Investor participates. These valuation statements will contain details of all of the Investor's holdings in the Deepbridge SEIS. Deepbridge will also provide at least annual investor reports, detailing the progress of the underlying Investee Companies, and other fees charged (if any). Investors will also be invited to engage with the Deepbridge Team on a real-time basis, and review the execution of the oversight function of the Investment Supervisory Committee.

7. Liquidity

In order to benefit from the tax advantages available under the Seed Enterprise Investment Scheme, the Investor must hold the qualifying shares for a minimum period of three years (for inheritance tax purposes, Business Relief-qualifying assets must have been held for two years at time of death).

Therefore, any amounts realised from the SEIS-qualifying assets during the three-year period will not be eligible for full relief and may be subject to taxation.

8. Right to cancellation

An Investor may exercise a right to cancel his or her Subscription and terminate the Investor Agreement by notification in writing to the Manager at East Side, Kings Cross, York Way, London, N1C 4AX, within 14 days of the Manager's acceptance of the Investor's Application Form.

On exercise of the Investor's right to cancel, the Manager will refund any monies paid to the Deepbridge SEIS by the Investor, less any charges the Manager has already incurred for any services undertaken in accordance with the Investor Agreement and less any fees paid by Investee Companies that will be required to be refunded to those Companies (if applicable and as appropriate).

Monies will only be returned to the Investor after satisfactory completion of checks by the Manager under the Money Laundering Regulations 2017 (as amended). The Investor will not be entitled to interest on monies refunded following cancellation for the period between receipt in the Custodian's client bank account and the day upon which the monies are refunded.

9. Regulatory and compliance

The Fund is not a distinct legal entity and is not a collective investment scheme as defined in section 235 of the Financial Services and Markets Act 2000, not a non-Mainstream Pooled investment.

For legal and tax purposes (and as typical with such funds) the Investor will be the beneficial owner of the shares in the Investee Company. The Nominee will be the registered holder of all investments in the Fund.

The Fund is structured as an HMRC unapproved fund. The Fund is treated as an alternative investment fund in accordance with the EU Alternative Investment Fund Managers Directive. The Manager has been authorised to act as manager of alternative investment funds.

The Fund will be the professional client of the Fund Manager for the purposes of determining which provisions of COBS will regulate the obligations owed by the Manager to Investors in common, who accordingly, will not be treated, on an individual basis, as clients of the Manager for regulatory purposes. The Fund is an Alternative Investment Fund (AIF) and, under the required FCA Rules, the Manager will be the Alternative Investment Fund Manager (AIFM).

Applications may be made through financial advisers providing advice who, as required by the COBS rules, will comply with the COBS suitability rules in respect of the investment. Such financial advisers will complete the Application Form (Adviser declaration).

Applications may be made by execution-only intermediaries who may distribute this document to their professional clients, or investors acting on their own behalf by completing the Application Form. Such investors can be professional clients (COBS rule 3.5) and subject, to compliance with the COBS appropriateness rules (COBS rule 10), high net worth individuals (COBS rule 4.7.7 (2)(a), certified and self-certified sophisticated investors (COBS rule 4.7.7 (2)(b) and (c) and restricted investors (investing only 10% of their assets in non-readily realisable securities: COBS rule 4.7.7 (2)(d).

10. Risk-to-Capital condition

Following Royal Assent to the Finance Act 2018, an overarching “Risk-to-Capital” condition has been introduced which affects EIS, SEIS and VCT schemes. This has been introduced to ensure that capital preservation activities do not provide tax relief, and to ensure that the schemes are not structured to provide a low risk return to investors. The condition requires that HMRC takes a ‘reasonable’ view as to whether the investment is structured to deliver a low-risk return. Both the company and the investment are required to meet the condition, and this must be assessed prior to consideration being given as to whether the company meets the other requirements of the relevant scheme.

In order to meet the requirements, the company must have objectives to grow and develop over the long term, and additionally the investment must carry a significant risk that the investor will lose more capital than they gain as a return, including any tax relief. The intention of the Risk-to-Capital condition is to ensure that tax motivated investments where tax relief provides a substantial part of the return and there is limited risk to capital will not be eligible for relief. For more information, including on how the condition will be applied by HMRC, please see: <https://www.gov.uk/hmrc-internal-manuals/venture-capital-schemes-manual/vcm8530>

Although Deepbridge believes that the Investee Companies the Fund will invest in will meet the “Risk-to-Capital” condition and will always require that any investee company of the Fund has SEIS Advance Assurance before making an investment, you should only invest if you accept that there is no guarantee that the formal SEIS claims will be agreed or that such agreement will not be subsequently withdrawn by HMRC. In those circumstances, Subscription monies will not be returned to Investors. If an Investee Company fails to obtain SEIS Qualifying Company status, or if it is subsequently withdrawn, tax reliefs available under the SEIS would not be available to Investors or could be withdrawn.



F.

Risk factors

Prospective Investors should consider carefully all the information in this document including the risks described below. The risks and uncertainties described below are the material risk factors facing the Fund and which are currently known to the Manager and Adviser. Please note that past performance is not a reliable indicator of future results.

You should only invest in the Deepbridge Innovation SEIS if you have financial security independent of any investment made. Investing in SEIS companies is considered to be very HIGH RISK. Please seek independent advice as to whether an investment is suitable in your financial situation.

The Investment Adviser will undertake regular due diligence, as far as practical, on the Investee Companies and take reasonable steps to ascertain if Investee Companies are SEIS qualifying. However, the Investment Adviser does not guarantee that all investments made will qualify or continue to qualify for SEIS. The Investment Adviser also does not guarantee the timescale for fully investing portfolios, or that Subscriptions will be fully invested at all times in the future. Please note that the risks described in this section “Risk Factors” are non-exhaustive.

These risks and uncertainties are not the only ones facing the Fund and additional risks and uncertainties not presently known or currently deemed immaterial may also have a material adverse effect on the Fund's performance. If any, or a combination, of the risks materialise, the Fund's performance and income deriving there from, could be materially and adversely affected to the detriment of the Fund and its Investors. The value of shares purchased in the Investee Companies, and any income derived, 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 an investment into the Fund. An 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 Deepbridge believes to be associated with an investment in the Fund, but does not necessarily include all the risks associated with such

an investment. An investment in the Fund may not be suitable for all recipients of this document. In particular, potential investors should seek advice from both specialist tax advisers and FCA authorised independent financial advisers before investing in the Fund. This document does not constitute a recommendation or advice to Investors. An investment in the Fund may be suitable only for investors who are capable of evaluating the risks and merits of this type of investment and who have sufficient resources to bear any loss which may result from such an investment. Investors may not get back the full amount initially invested and could lose all Funds invested. Deepbridge can make no guarantee of the performance of the Fund or that the Fund objectives will be achieved. Force majeure events may delay or prevent the Fund from fulfilling its obligations.

Investors should be aware that investment in smaller unlisted companies (including SEIS Qualifying Companies) carries with it a high degree of inherent risk regardless of any tax advantages which such an investment might carry and/or any steps taken to attempt to mitigate that risk. Investment in the Deepbridge SEIS should therefore be considered a high-risk investment.

Additional risks and uncertainties relating to the Investee Companies that are not currently known to the Manager and Adviser, or that the Manager and Adviser currently deems immaterial, may also have an adverse effect on the Investee Companies' businesses, financial condition, operating results or share price. The list of risk factors below is based upon their determination of what may be most significant to a prospective investor. However, there may be risks which are currently not known or in the opinion of the Manager and Investment Adviser are considered to be immaterial.

Such risks may materialise at a later stage and may significantly impact the performance of the Fund. Investing in early stage technology companies carries a number of key risks which may negatively impact the performance of the Investee Companies and the Fund overall. Such risks are commercial risks (failure to commercialise products), licensing risk, competition, loss of key customers, reputational risks, limited resources, regulatory risks, patent risk, intellectual property risk, product liability risk, failure to reach sufficient market acceptance, or a lack of operating history. In addition, early stage technology companies

highly depend on the success of their investments in research and development and the commercialisation of their products. Any product may fail to offer material commercial advantages over other products, and there could also be third party risk, distribution, solvency risk or pricing risk. Third parties may fail to provide the Investee Companies with sufficient quantities of product or fail to do so at acceptable quality levels or prices. In addition, third parties or Investee Companies themselves may fail to maintain or achieve satisfactory regulatory compliance. Small companies usually depend on the success of single products and formulas and therefore any revenue stream will be concentrated. Changes in economic and political conditions including, for example, interest rates, rates of inflation, industry conditions, tax laws and other factors can substantially and adversely affect equity investments in general and the Investee Companies' prospects in particular. Intellectual property rights do not address all potential threats to the Investee Companies' competitive advantage.

Any new product, formula or technology carries very high risk of failure in the market.

Any statements in this Information Memorandum in relation to taxation, tax advantages or reliefs or SEIS reliefs are of summary nature only, may or may not apply to any specific individual depending on their circumstances and may change or be withdrawn by the government or the taxation authorities.

Any person considering an investment in the Deepbridge SEIS should consider carefully this Information Memorandum as a whole and their personal circumstances and are advised to take advice from an independent professional adviser qualified to advise in relation to investments of this type. Any person in any doubt or who feels he or she does not understand any part of the Information Memorandum should not invest in the Deepbridge Innovation SEIS.

A number of risks relating to the Deepbridge Innovation SEIS are set out below (although this list is not exhaustive). In addition, there may be additional risks which are currently not apparent or not considered material by Deepbridge which may become apparent later or impact upon the Deepbridge SEIS.

1. Liquidity and capital risk

An investment in the Deepbridge Innovation SEIS should be considered a medium to long term investment. The participations in the Deepbridge SEIS will not be listed or traded on any exchange and are unlikely to be transferable and as such are illiquid investments.

Investment into Investee Companies through the Deepbridge SEIS is illiquid and it may be difficult to predict when an exit for Investee Companies may take place and there can be no

guarantee that an exit will ever take place.

In addition, SEIS rules require minimum holding periods in respect of the underlying investments or the SEIS reliefs will be withdrawn. It is therefore very unlikely that any exit will occur during this minimum holding period. There can be no guarantee that market conditions will be favourable in respect of the sale of any holding at the time the SEIS has targeted an exit. This may delay or make impossible the targeted exit. 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.

2. Other risks associated with SEIS qualifying companies

SEIS Qualifying Companies are considered to be high risk investments. 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. Investee Companies may need to borrow funds from third parties. This exposes the Investee Company to additional risk and means that shareholders will rank as creditors behind lenders in an insolvency situation. The current market for borrowing for smaller companies may be significantly constrained by wider economic factors and an investee company may be (i) unable to borrow on terms as planned, acceptable terms or at all, or (ii) may have existing or promised funding withdrawn unexpectedly.

Many SEIS Qualifying Companies do not and may never pay dividends. As such, any investment based on SEIS Qualifying Companies should not be considered as an income producing investment.

In the event that an Investee Company does not perform as expected (or even if the Investee Company does perform as expected), it may require a further equity investment. In such circumstances, the Deepbridge SEIS may be faced with a choice of making a further investment in that company (increasing its exposure and potentially its percentage holding) or having its stake significantly diluted.

3. Deepbridge Advisers Limited

There is no mechanism to remove or change the Investment Adviser and Manager of the Deepbridge SEIS other than by way of termination of the Investment Agreement. The Deepbridge SEIS should therefore be considered a captive investment and an Investor should assume that any Investment in the Deepbridge SEIS will be managed by the Manager together with the Investment Adviser until realised. A departure of one or more of the key members of the Manager or the Investment Adviser may have a significant impact on the ability of the Manager and Investment Adviser to respectively manage and advise the Fund. It may not be possible to replace such an individual either with a suitably qualified replacement or at all.

4. Allocation and valuation

Deepbridge is committed to a fair allocation of investment opportunities between the different Deepbridge offerings, but it retains discretion to allocate each opportunity between the Deepbridge offerings as it sees fit, and this can result in a lower or higher proportionate allocation to you of investment opportunities. Valuations will be provided to Investors. No warranty is given that any such valuation is capable of being attained on a disposal, flotation or other realisation and is based on certain bases and assumptions which may or may not be realised and valuation rules and guidelines that may be more or less suitable for certain companies.

5. Tax and regulatory environment

Tax treatment depends on the individual circumstances of each investor and may be subject to change in future. The availability of tax reliefs depends on the Company invested in maintaining its qualifying status. Potential investors should be aware that tax rules are subject to change at any time and the current tax reliefs described in this document may not be available in the future.

The tax treatment and regulatory environment for the Deepbridge Innovation SEIS in general may change from time to time depending on governmental and regulatory priorities and circumstances. There is no guarantee that the expected SEIS reliefs will always be available in the form expected. It is possible that some or all of the expected reliefs are withdrawn by the government, potentially retrospectively. In particular, the government and HM Revenue & Customs have been taking steps recently to tighten the regulations in relation to SEIS investments which seek to provide capital protection and to remove SEIS benefits from some such investments. Please see section F10 -Risk-to-Capital condition.

Given the nature of the Deepbridge Innovation SEIS, it is not envisaged that such actions will impact upon the Deepbridge offering, as no company in the portfolio is permitted to or does offer capital protection.

There are circumstances in which an Investor could cease to qualify for the taxation advantages offered by the Deepbridge SEIS. For example, Capital Gains Deferral relief could be lost if an Investor ceases to be resident or ordinarily resident in the United Kingdom during the three-year minimum holding period. In addition, an Investor could cease to qualify for SEIS income tax relief if he receives value from one of the Investee Companies during the period beginning one year before the shares in the Investee Companies are issued and ending on the conclusion of the three-year minimum holding period. Payment of a dividend, however, would not typically be regarded as a receipt of value.

If any of the Investee Companies cease to carry on business of the type prescribed for SEIS Qualifying Companies during the three-year period, this could prejudice their qualifying status under the Deepbridge SEIS. If Deepbridge does not comply with the rules in relation to utilisation of the invested funds with the applicable time limits then this again could prejudice its qualifying status under SEIS.

The consequences of any of the Investee Companies ceasing to qualify for SEIS purposes could include withdrawal of any tax reliefs already received by an Investor (including repayment for example of any income tax relief to HMRC) and the loss of any future SEIS reliefs.

6. Forward looking statements

Investors should not place reliance on forward-looking statements. This document includes statements that are (or may be deemed to be) "forward looking statements", which can be identified by the use of forward-looking terminology including the terms "seeks", "believes," "continues," "expects," "intends," "may," "will," "would," "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts.

Forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements contained in this document, based on past trends or activities, should not be taken as a representation that such trends or activities will continue in the future. It should be noted that no assurances can be provided that SEIS status will be maintained or granted for the 3-year period that the investment is required to be held for CGT and Income Tax benefits.

It should further be noted, that where tax reliefs are available, they are only available on the actual amounts invested in the Investee Companies, and therefore no tax relief is available for charges.

7. Diversification risk

The investor should be aware that by investing in the Fund, they may get exposure to companies they are already invested in or that they have subscribed for shares in through one of the other Deepbridge investment propositions. This may lead to a lack of diversification within the investor's overall investment portfolio, leading to greater investment risk for the Investor.

The investor should also be aware that the performance of the Fund is dependent on the Investment Adviser being able to source appropriate Investee Companies. Failure to do so could lead to a lack of diversification, or even investment being limited to one Investee Company. This lack of diversification will lead to greater investment risk for the Investor.

The target of diversification might not be met as the capacity for deployment into Investee Companies can be limited. If there are a small number of Investee Companies, this might mean that there are more investor funds available for deployment than there is capacity into Investee Companies to accept deployment. It may also be the case that some investors will choose to invest in specific Investee Companies within the portfolio, meaning that funding requirements for those Investee Companies will be met faster than the funding requirements for other Investee Companies within the portfolio. This may mean there is no further opportunity for deployment into those specific Investee Companies. Equally, where companies have lower funding requirements than others, the requirement for funding is likely to be met faster, meaning that there may be no further opportunity for deployment into those Investee Companies where funding needs have already been met. Any of these circumstances can lead to a lack of diversification, and the investor should note that there may be other factors, unforeseen by the Investment Adviser, which could further lead to a lack of diversification.

8. Risks relating to returns

- Assumptions, projections, intentions, illustrations or targets included within this Memorandum cannot and do not constitute a definitive forecast of how the investments will perform but have been prepared upon assumptions which the Investment Adviser considers reasonable.
- The Deepbridge SEIS qualifying status of investments made by the Manager is dependent on the Adviser being able to identify appropriate SEIS-qualifying Investee Companies which carry on, and continue to carry on, a permitted activity for SEIS purposes. There is no guarantee that the Investee Companies will perform as anticipated.
- The value of Investee Companies shares may go up or down. An Investor may lose some or all of their investment. The past performance of the Manager is not a guide to the future performance of the investments made through the Deepbridge SEIS.
- Within the Deepbridge SEIS, the Manager intends to invest in SEIS-qualifying companies deploying capital across a range of opportunities. This approach is intended to help mitigate the performance risk exposure for the Investors on an individual project or counterparty and to increase the chances of the Investee Companies generating growth for Investors. If the availability of suitable deployment opportunities for Investee Companies to deploy their capital is limited, the opportunities for diversification may be reduced. A total financial failure of an Investee Company may lead to a substantial or total loss of the capital invested in the Investee Company. Intellectual property rights are a key component for the commercialisation of any product and the protection of such intellectual property rights is complex and difficult to achieve internationally. The Investee Companies may not have the financial resources to defend their intellectual

property rights against other companies who have breached such rights.

- Each Investor should note that it is possible that other taxes or costs may be suffered by the Investor in connection with his or her investments that are not paid via, or imposed by, the Manager.
- Where there is insufficient liquidity within Investee Companies or limited opportunities for the transfer of shares, the process for providing liquidity to Investors could take several months. Investor's access to investment amounts will be according to the Manager's policy on acceptable payment requests and will vary depending on the level of requests received.
- Investors may be the holders of minority interests in the Investee Companies and may, therefore, have little or no influence upon how the business is conducted. In any event, the Manager may exercise the shareholder rights of each Investor pursuant to the Investor Agreement. The Manager will not usually exercise more than 50% of the votes which may be cast at general meetings.
- To the extent that the Deepbridge SEIS may only have a few Investors, there will be less opportunity to diversify investments in Investee Company shares, which may adversely impair returns.
- The Investee Companies are exposed to a number of risk factors that may impact their financial performance. These factors include but are not limited to commercial risk, counterparty credit risk, project risk and interest rate risk.
- If a liability of the Fund in one currency is to be matched by an asset in a different currency, or if the services to be provided to the Manager for the Fund may relate to an investment denominated in a currency other than the currency in which the investments of the Fund are valued, a movement of exchange rates may have a separate effect, which may be either favourable or unfavourable, on the gain or loss otherwise made on the investments of the Fund.

9. Risks relating to taxation

This Memorandum is prepared in accordance with the Adviser's interpretation of current legislation, rules and practice. Such interpretation may not be correct and it is always possible that legislation, rules and practice may change. Any such changes, and in particular any changes to the bases of taxation, tax reliefs, rates of tax or the Investor's tax position, may affect the return Investors receive from the Deepbridge Innovation SEIS.

The tax benefits described and their value to an Investor are dependent on the Investor's personal circumstances.

Therefore, these tax benefits may not be available to all Investors and/or may be lost by Investors in certain circumstances.

Tax relief may be withdrawn in certain circumstances and the Manager does not accept any liability for any loss or damage suffered by any Investor or other person in consequence of such relief being withdrawn or reduced. Tax law is complex and Investors should seek independent tax advice.

Whilst the intention is for investment into the Investee Companies to occur as soon as possible, there is no guarantee in relation to timescales, which can be dependent on various factors including availability of Investee Companies, the capacity for investment in those Investee Companies and whether due diligence is currently being undertaken on the Investee Companies. If a delay occurs, this will lead to a delay in the commencement of holding periods in relation to EIS reliefs.

10. Risks relating to SEIS

If an Investee Company ceases to carry on an appropriate activity for SEIS purposes, the qualifying status of the Investee Company shares may be adversely affected. While the Manager will require various safeguards to be provided against this risk, the Manager cannot guarantee that all shares in Investee Companies will continue to qualify for SEIS throughout the life of the investment.

It cannot be guaranteed that SEIS will be available or will continue to be available, in respect of each investment made by the Manager nor whether each Investee Company will meet the qualifying provisions in advance of any investment being made by the Manager.

If an Investee Company fails to meet the SEIS qualification requirements, a liability to tax may arise on the subsequent transfer of the Relevant Shares. Not all companies may qualify under HMRC for SEIS relief and circumstances may change.

The Manager may decide to invest in Investee Companies which have not yet received advance assurance from HMRC to secure an investment in the company. SEIS benefits may not be available to investors if such approval by HMRC is NOT granted at a later stage.

If a sale of SEIS shares takes place or the Investee Company fails to meet the SEIS qualification requirements at any time during the period commencing when shares are issued to SEIS Investors and ending three years from the date of issue or three years from commencement of trading, if later, some or all of the SEIS tax reliefs may be withdrawn.

11. Risk relating to fund and investee company performance

The performance of the Fund is dependent on the ability of the Manager as advised by the Investment Adviser to identify appropriate Investee Companies which qualify and will continue to qualify for SEIS Relief and on the ability of the Investee Companies and their management teams to perform in line with their respective business plans. The ability of the Investment Adviser to identify suitable investment opportunities will depend upon the services of its key personnel and accordingly the loss of the services of these key persons could have a material adverse effect on the performance of the Fund's investments. There is no mechanism to remove or change the Investment Adviser and Manager of the Fund other than by way of termination of the Investor's Agreement. The Fund should therefore be considered a captive investment and an Investor should assume that any investment in the Fund will be managed by the Manager until realised.

Investee Companies may fail, and investments in Investee Companies may be realised for substantially less than the acquisition cost or may be impossible to realise at all. Investee Companies may accept other equity or debt capital which ranks higher than the Fund's investment potentially diluting the shareholdings of the Fund.

12. Risk related to doing business internationally

The Investee Companies may provide services and products to customers in foreign countries. As a result, the Investee Companies businesses are subject to certain risks inherent in international business, many of which are beyond their control.

These risks include changes in local regulatory requirements, changes in the laws and policies affecting trade, currencies, investment and taxes, differing degrees of protection for intellectual property, instability of foreign economies and governments. Any of these factors could have a material effect on the Investee Companies.

13. Commercialisation and regulatory risk

The success of the Investee Companies depends heavily on the successful development, regulatory approval and commercialisation of any lead product, formula or technology.

Obtaining regulatory approval for marketing of any product or formula or technology in one country does not ensure the Investee Company will be able to obtain regulatory approval in other countries, while a failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in other countries. Failure to obtain regulatory approval will negatively impact any investment.

Investee Companies may fail to obtain sufficient funding to reapply for regulatory approval or to change their products. Any regulatory approval may be limited to a certain functionality or application and may be withdrawn by a regulator or governmental institution. Legal costs may be much higher than originally planned. Furthermore, even if companies obtain regulatory approval, commercial success will depend on how successfully they are able to address a number of challenges, including the following:

- Development of the commercial organisation and establishment of commercial collaborations with strategic partners
- Establishment of commercially viable pricing and obtaining approval for adequate reimbursement from third-party and government payors
- The ability of third-party manufacturers to manufacture quantities using commercially viable processes at a scale sufficient to meet anticipated demand and that are compliant with applicable regulations.

Many any of these factors are beyond the Investee Companies control.

14. Product liability risks

Product liability lawsuits against any Investee Company could cause any investment to incur substantial liabilities and to limit commercialisation of any products that are developed.

If Investee Companies cannot successfully defend themselves against claims that products (or any derivative or component part thereof) caused injuries, the Investee Companies will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in decreased demand for any product candidates or products or technologies, and could also lead to injury to reputation and significant negative media attention, significant costs to defend the related litigation, substantial monetary awards to patients, or loss of revenue.

15. Intellectual property

The Investee Companies may have inadequate funds to fully protect their intellectual property whether by registrations throughout the world or by bringing actions against third parties to defend and protect their rights. Third parties could claim Investee Company's technologies or products infringe or misappropriate their proprietary rights. Investee Companies may not have the resources to defend against such claims due to the costs and complexity of the litigation.

16. Custody risk

Your cash and assets deposited with, and held by the Custodian, the Manager and Investment Adviser shall be held at Investors' risk and neither the Manager, the Custodian nor the Investment

Adviser (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 and assets are held, nor in the event of any restriction on the Custodian and Manager's ability to withdraw funds from such bank for reasons beyond their reasonable control.

17. Risks relating to performance of the Manager, the Investment Adviser and key persons risks

The performance of the Fund is dependent on the ability of the Investment Adviser to source suitable early-stage technology companies. The viability of these businesses will also to a large degree depend on the skills and experience of the Investment Adviser and the relationships it has forged with prospective management teams and intermediaries.

As such, were a key partner, consultant or employee of the Investment Adviser to leave, this might reduce the pipeline of possible opportunities in which the Fund can invest and also the smooth-running of the Investee Companies businesses in which the Fund has already invested.

The development of small companies depends on a small number of key people who have key personal relationships and business critical expertise. It is not guaranteed that such key people will stay with the Investee Companies during the period of investment. Their departure may have a significant impact on the future development of the Investee Company. An adequate replacement may not be found. A departure of one or more of the key members of the Manager or the Investment Adviser may have a significant impact on the ability of the Manager and Investment Adviser to respectively manage and advise the Fund.

It may not be possible to replace such an individual either with a suitably qualified replacement, or at all.

18. Macroeconomic

Investee Companies may be negatively affected by wider economic developments outside of their control, in particular the UK's decision to leave the European Union. For example, fluctuation of the value of currency could impact exports and imports, or changes to immigration policies may restrict the availability and price of skilled labour. Any such, or any other, macroeconomic changes may negatively affect the performance of Investee Companies.

G.

Taxation

1. Tax treatment

The tax treatment and regulatory environment for the Deepbridge Innovation SEIS, and SEIS/EIS investments in general, may change from time to time depending on governmental and regulatory priorities and circumstances. There is no guarantee that the expected SEIS reliefs will always be available in the form expected. It is possible that some or all of the expected reliefs are withdrawn by the Government, potentially retrospectively. In particular, the Government and HM Revenue & Customs have been taking steps recently to tighten the regulations in relation to SEIS and EIS investments which seek to provide capital protection and to remove SEIS benefits from some such investments. Please see section E10 - Risk-to-Capital condition.

Tax treatment depends on the individual circumstances of each investor and may be subject to change in future. The availability of tax reliefs depends on the Company invested in maintaining its qualifying status.

There are circumstances in which an Investor could cease to qualify for the taxation advantages offered by the Deepbridge SEIS. For example (and without prejudice to the generality) Capital Gains relief could be lost if an Investor ceases to be resident or ordinarily resident in the United Kingdom during the three year minimum holding period. In addition, an Investor could cease to qualify for SEIS income tax relief if he or she receives value from one of the Investee Companies during the period beginning one year before the shares in the Investee Companies are issued and ending on the conclusion of the three year minimum holding period. Payment of a dividend, however, would not typically be regarded as a receipt of value as long as the dividend is derived from commercially-originated distributable earnings.

If an Investee Company ceases to carry on business of the type prescribed for SEIS Qualifying Companies during the three year period, this could prejudice its qualifying status under the Deepbridge SEIS. If an Investee Company does not comply with the rules in relation to utilisation of the invested funds with the applicable time limits then this again could prejudice its qualifying status under SEIS. The consequences of either the Investor or the Investee Company ceasing to qualify for SEIS purposes could include withdrawal of any tax reliefs already received by an Investor (including repayment for example of any income tax relief to HMRC) and the loss of any future SEIS reliefs.

The primary tax advantages available to investors are SEIS tax reliefs, whereby fund returns can be substantially enhanced subject to the personal circumstances of each Investor.

The main SEIS tax advantages are:

50% income tax relief

50% income tax relief may be claimed against income tax paid of up to £100,000 per tax year per individual. Alternatively, an Investor can opt to treat an investment as having been made in the previous tax year, in whole or in part, such that 50% tax relief is available against income tax paid or payable for that year.

SEIS Reinvestment relief

Reinvestment relief lets an individual treat 50% of a gain arising in a given tax year as exempt from CGT if you acquire SEIS shares. To get full SEIS reinvestment relief an individual must invest in SEIS shares an amount at least equal to the chargeable gain.

Tax free capital gains

There is no capital gains tax liability on gains on the disposal of shares which have been held for at least three years in SEIS qualifying companies.

100% inheritance tax exemption

Through the availability of Business Relief, there may be 100% inheritance tax exemption on the death of the investor for each individual investment that has been held for at least two years. Please note that HMRC will only assess whether your investment is Business Relief qualifying upon death and not at the time that the investment is made. Therefore, legislation at the time of death will be the basis for assessment for Business Relief eligibility.

Loss relief

A loss on any qualifying investment in the portfolio, irrespective of the overall performance of the portfolio, can be offset by individuals against income of the tax year of the loss, or of the previous year, or against capital gains of the tax year of the loss and future years.

Please note that tax benefits depend on personal circumstances, are not guaranteed, and rely on UK tax legislation which may change in the future. This is not an exhaustive list of SEIS tax rules and is only intended as guidance on SEIS. Nothing in this document shall be regarded as constituting tax advice and prospective subscribers should seek advice from a suitably qualified independent adviser before deciding whether or not to make an investment. No reliance should be placed upon the tax content herein.





Operation of the Deepbridge SEIS

1. Administration and custody

Deepbridge Capital LLP has appointed Reyker Securities plc as Custodian and its nominee company, Reyker Nominees Ltd, or such other nominee as appointed from time to time by the Custodian, as Nominee for the Deepbridge Innovation SEIS. The function of the Custodian will be to perform (or procure the performance of) custodian and associated administrative services, which are conferred upon it by the terms of the Custodian Agreement. The Custodian will also procure that the Nominee will perform the nominee service and that the Nominee will accept the appointment by the terms of the Nominee Agreement.

By completing the Application Form, prospective Subscribers will, inter alia, be deemed to have irrevocably agreed to the Manager having appointed the Custodian and Nominee on behalf of Subscribers, to exercise the powers, and to carry out duties, on behalf of the Subscribers in accordance with the provisions of the Custodian Agreement and Nominee Agreement, certain provisions of which are summarised below. Subscribers should note that the following does not summarise all the provisions of the Custodian Agreement and Nominee Agreement. Subscribers may request a copy of either agreement from the Manager. SEIS Shares will be issued in the name of the Nominee and will be treated as if they were subscribed for and issued to the Subscribers who will retain beneficial ownership over them. All documents of title will be held by the Nominee. Under the terms of the Custodian Agreement, the

Custodian will:

- hold funds arising from Investor Subscriptions in a designated bank account pending investment in SEIS Shares
- deploy funds on the instructions of the Manager acting in accordance with the Investor Agreement
- appoint the Nominee to acquire SEIS Shares and hold the corresponding shares and share certificates in its name, and
- act on the instructions of the Manager to realise investments for Investors.

The Custodian will be authorised to:

- buy, sell, retain, convert, exchange or otherwise deal in the Investor's SEIS Shares upon the instructions of the Manager
- exercise voting and other shareholder rights in relation to the Investor's SEIS Shares upon the Instructions of the Manager

- carry out such other acts and deeds which are in its reasonable opinion necessary or reasonably incidental to its appointment as a Custodian, acting in compliance with the Income Tax Act (ITA), Inheritance Act (IHTA), FSMA and the FCA Rules as applicable.

2. Conflicts policy

Deepbridge Advisers Ltd, as Investment Adviser, may approve an investment in a SEIS-qualifying company in which members of the Deepbridge team may have a commercial interest. The Manager shall take steps necessary to ensure that such decisions are taken fairly and without reference to that commercial interest.

The Manager may approve an investment in an SEIS Company in which members of Deepbridge Advisers may have a commercial interest. The Manager shall take steps necessary to ensure that such decisions are taken fairly and without reference to that commercial interest.

Both the Manager and the Investment Adviser acts and will continue to act in different capacities, including potentially acting as investment manager, operator, agent and/or investment adviser to various other new and existing clients which are involved in the financing or management of opportunities in the technological innovation sector. Projects may therefore arise that are suitable for the SEIS Companies, or one or more other clients of Deepbridge Advisers (both current and future). The services provided by the Manager or the Investment Adviser are non-exclusive.

The Manager will seek in its absolute discretion to ensure that any suitable projects are allocated fairly between such other clients of Deepbridge Advisers in accordance with the conflicts policies from time to time and without prejudice to the Manager's obligations to the Subscribers. A summary of the Manager's policy for managing conflicts of interest is available on request.

There may be circumstances in the future, where Deepbridge Advisers might enter (or propose to enter) into contracts, transactions, arrangements or investments in connection with

SEIS Companies invested in by the Manager or may otherwise be directly or indirectly interested in contracts, transactions, arrangements with, or investments by, the same. Such circumstances (if they occur) will be managed in accordance with any requirements under Applicable Laws and regulations.

3. Frequently asked questions

Who should invest in the Deepbridge Innovation SEIS?

The Deepbridge Innovation SEIS may be suitable for UK tax-paying investors who want direct access to the fast-growing UK early-stage technology sector, have a higher tolerance of risk, are looking for a longer-term investment and whose personal circumstances allow them to take advantage of the SEIS Reliefs, such that they are able to benefit from the income tax relief and/or defer capital gains.

Who owns the investments I make via the Deepbridge Innovation SEIS?

In order for your investment in the Deepbridge Innovation SEIS to qualify for SEIS Reliefs, it is a requirement of HM Revenue and Customs that individual investors are the beneficial owners of the shares. However, to enable efficient administration and prompt settlement of transactions, we recommend that the shares that you beneficially own be registered in the name of the custodian or its nominee company which will hold them on your behalf.

How do I check on the progress of my investment in the Deepbridge Innovation SEIS?

You will be sent contract notes, by post, every time we buy or sell any investments on your behalf in the Deepbridge Innovation SEIS. In addition, you will be sent a quarterly valuation statement and an investor report on at least an annual basis. You will also be sent a consolidated tax voucher at the end of each tax year.

What is the minimum amount I can invest?

The minimum investment in the Deepbridge Innovation SEIS is £10,000. The maximum investment in SEIS per investor per annum is £100,000.

How long do I have to wait before I am eligible for SEIS reliefs?

Shares that are eligible for SEIS reliefs must be held for a minimum of three years in order to be eligible for the full tax advantages available under the Seed Enterprise Investment Scheme. After this period, the portfolio may continue to benefit from the exemption to inheritance tax.

When will I receive the SEIS3 certificates for my investment?

Deepbridge will co-ordinate with the Investee Companies for the delivery of the SEIS3 certificates. Before the Investee Company can issue the SEIS3, it must submit the SEIS Compliance Statement to the HMRC which will then, upon confirmation of the Investee Company's SEIS eligibility, issue the SEIS2 to the Company. Please note that the Investee Company is only permitted to submit the SEIS Compliance Statement to the HMRC after it has met either of the following conditions:

- It has spent 70% of the total SEIS monies raised; or
- The Investee Company has completed a period of four months of trading.

The SEIS Compliance Statement, commonly referred to as the 'SEIS 1 Form' is required to be submitted to HMRC under Section 257ED of the Income Tax Act 2007. The HMRC process takes approximately 8-12 weeks to complete, based on our recent experience. So, in short, we seek to be in a position to deliver the SEIS3 forms approximately 2-3 months once the Investee Company has met either of the conditions above. Please note that, for those Investee Companies currently at the research and development stage and are yet to commence trading, this may mean that the HMRC will not issue the SEIS3 until the Investee Company has declared that it has spent 70% of total SEIS funds subscribed in the course of such activities. Therefore, whilst Deepbridge will work with the Investee Companies to seek issuance of the SEIS3 at the earliest opportunity, Deepbridge is unable to guarantee a definite timescale on their issuance. Based on Deepbridge's recent experience with SEIS investments, we would expect but cannot guarantee investors will receive their SEIS3 certificates within twelve months of deployment of funds.

Will I have to pay an initial manager fee or the annual maintenance charge?

Investors who subscribe via a financial adviser will not be charged any initial manager fees. However, if you subscribe directly, 2.5% will be levied as a processing fee by Deepbridge. Neither investors who subscribe via a financial adviser nor investors who subscribe directly will pay the annual maintenance charge, as this is a fee paid to Deepbridge by each Investee Company on an annual basis.

How do I apply?

You should first review this Information Memorandum and in particular the section on Service, Offer Details, and Charges and Risk Factors. You also need to review the Investment Agreement and the Application Form.

You should consult your professional adviser before making an investment. You or your IFA should then complete the Application Form and send it, with your subscription cheque, to:
 Deepbridge Advisers Ltd
 Deepbridge House
 Honeycomb East
 Chester Business Park
 Chester
 CH4 9QN

What happens to my money when it is waiting to be invested?

During this time your money is held in a client trust account maintained by the appointed Custodian.

Can the Manager facilitate the payment of advice fees to my financial adviser?

The Manager is able to facilitate the payment of any initial adviser charge arising in connection with this investment where the Investor has directed the Manager to do so on the Application Form.

When do I get my SEIS income tax and CGT tax advantages?

Tax advantages can be claimed when investments are made into underlying portfolio companies, rather than when you make an initial subscription to the Deepbridge Innovation SEIS.

How do I claim my SEIS tax advantages?

If you are eligible for SEIS tax advantages we will deliver to you an SEIS3 certificate following each investment into a portfolio company. This certificate can be used to claim your income tax, capital gains tax and inheritance tax reliefs. If you prefer, we can arrange for these certificates to be sent directly to your accountant or adviser for ease of administration.

If you have any further questions please call us on +44 (0)1244 746000.

The development of small companies depends on a small number of key people who have key personal relationships and business critical expertise.

The investor agreement

This Investor Agreement (the “Agreement”) sets out the terms and conditions for the Deepbridge Innovation SEIS, acceptance of an Investor’s Application Form by the Manager will constitute a binding agreement between such Investor and the Manager.

1. Definitions

- 1.1.** This Agreement employs the same defined terms as are found in the definitions section of this document.
- 1.2.** Words and expressions defined in the FCA Rules which are not otherwise defined in or for the purposes of this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.
- 1.3.** Any reference to a statute, statutory instrument or to rules or regulations shall be references to such statute, statutory instrument or rules and regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force.
- 1.4.** References to the singular only shall include the plural and vice versa.
- 1.5.** Unless otherwise indicated, references to Clauses shall be to Clauses in this Agreement.
- 1.6.** Headings to Clauses are for convenience only and shall not affect the interpretation of this Agreement.

2. Investing in the Deepbridge Innovation SEIS

- 2.1.** By signing the declaration contained in the Application Form, the Investor agrees to be bound by the terms and conditions of this Agreement.
- 2.2.** The Investor hereby appoints the Manager to manage the Investment for the Investor on the terms set out in this Agreement. The Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.
- 2.3.** The Manager is authorised and regulated by the Financial Conduct Authority with Firm Reference Number 604439. The Manager can be contacted at Enterprise Investment Partners LLP, East Side, Kings Cross, York Way, London, N1C 4AX (or such other postal address notified to the Investor for this purpose). Telephone: 0207 843 0470 email: info@enterprise-ip.com.

- 2.4.** The Investor has the right to cancel this Agreement for a period of up to 14 days from the day on which the Manager receives the Application Form. If the Investor wishes to cancel this agreement, he must submit a cancellation request to the Manager, in writing. In the event of cancellation:
 - 2.4.1.** the Investor will receive back from the Manager or the Custodian his Subscription, net of the Custodian’s reasonable processing costs, within 28 days thereafter; and
 - 2.4.2.** all further provisions of this Agreement shall cease thereupon to apply.

3. Subscriptions

- 3.1.** In respect of the Deepbridge Innovation SEIS:
- 3.1.1.** The Investor shall make a Subscription of not less than £10,000 at the same time as submitting his Application Form to invest in the Fund. The maximum Subscription is £100,000 and SEIS Income Tax Relief is limited to £100,000 in the current tax year, although this may be carried back to a previous tax year to the extent of unused SEIS Income Tax Relief in those years.
- 3.2.** The Investor may only terminate the Agreement pursuant to Clause 15 below.
- 3.3.** The Custodian shall deposit Subscriptions received in a non-interest bearing client account pursuant to Clause 7 pending their investment.
- 3.4.** The Manager reserves the right not to proceed with the Fund in the event that the Manager considered inadequate amounts have been raised to make the Fund viable, in which event the Manager will return Subscriptions without interest to Investors.

4. Services

- 4.1.** The Manager will manage the Fund on the terms set out in this Agreement. The Manager and the Investment Adviser will exercise all discretionary powers in relation to the selection of, or exercising rights relating to, Investments on the terms set out in this Agreement.
- 4.2.** The Manager as agent for the Investor will engage the Custodian to provide administrator and safe custody services in relation to the investments in

Investee Companies and the cash and to provide nominee services.

- 4.3.** The Investor here authorises the Manager (and grants to the 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 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.
- 4.4.** The Manager shall not, however, except as expressly provided in this Agreement or unless otherwise authorised, have any authority to act on behalf of, or in respect of, the Investor or to act as the agent of the Investor.

5. Investment objectives and restrictions

- 5.1.** In performing their respective roles and services, the Investment Adviser and Manager shall at all times have regard to:
 - 5.1.1.** the need for the Investment to attract SEIS Income Tax Relief SEIS and Reinvestment Relief.
 - 5.1.2.** all Applicable Laws.
- 5.2.** Generally, the Manager reserves the right to return uninvested cash if it concludes that it cannot be properly invested for the Investor and it considers it to be in the best interests of the Investor having regard to availability of SEIS Reliefs for the Investor.
- 5.3.** In the event of a gradual realisation of Investment prior to termination of the Deepbridge Innovation SEIS under Clause 15.1. the cash proceeds of the realised SEIS Investment may either be returned to the investor or be placed on deposit or invested in government securities or in other investments of a similar risk profile.
- 5.4.** The portfolio may contain securities of which any issue or offer for sale was underwritten, managed or arranged by the Manager or Investment Adviser, or by an associate of the Manager or Investment Adviser during the preceding 12 months.
- 5.5.** Any investments which are not in line with the scope of this information memorandum are not permitted.
- 5.6.** The fund will not invest in any other funds, including regulated collective investment schemes, or in funds either managed or advised by the Manager or the Investment Adviser, or by an associate of the Manager or the Investment Adviser.

6. Terms applicable to dealing

- 6.1.** In effecting transactions for the Fund, the Manager will act in accordance with the FCA Rules and will ensure that best execution is sought at all times and deals are made on such markets and exchanges and with such counterparties as the Manager thinks fit. The Manager maintains a written execution policy with respect to these matters and will provide the Investor with a copy upon written request.
- 6.2.** Subject to the FCA Rules, transactions for the Fund may be aggregated with those of other clients of the Manager and/or Investment Adviser (including other Investors), and of the Investment Adviser's/Manager's employees and associates and their employees. Investments made pursuant to such transactions will be allocated on a fair and reasonable basis in accordance with the FCA Rules and endeavours will be made with the objective of the aggregation working to the advantage of each of the Investors, including the Investor, but the Investor acknowledges that the effect of aggregation may work on some occasions to the Investor's disadvantage.
- 6.3.** Where deals are aggregated with those for other Investors, the Manager shall have absolute discretion as to the number of shares in the SEIS Company held as an Investment allocated to the Investor, provided that Investors shall not have fractions of shares. Minor rounding up or down may be allowed to prevent Investors being deemed to be interested in fractions of shares and the aggregate of fraction entitlements may be held by the Custodian for the Manager but the investor is always the beneficial owner of the shares held for him/her.
- 6.4.** Certain categories of persons are required to be excluded from any investments to which they or their employer are connected, including for reasons which relate to the purposes of prevailing SEIS legislation and in relation to specific employer requirements.
- 6.5.**
 - The 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; and
 - 6.5.1.** if purchasing Investments, be entitled to Investments actually delivered by the relevant counterparty and thereafter to a cash sum from the client settlement bank account equal to the whole or relevant part of the sum debited to the account in respect of the relevant Investments; and
 - 6.5.2.** if selling Investments, be entitled to cash actually paid to such relevant counterparty and thereafter to Investments held by the Custodian in the nominal value of the bargain made for the Investor.

7. Custody and administration arrangements

- 7.1.** The Manager will act as agent for the Investor to engage the Custodian and Nominee to provide a custody, safe-keeping and administration service for Investors and the SEIS as a whole.
- 7.2.** Investments will be registered in the name of the Nominee on behalf of the Investor, and will therefore be beneficially owned by the Investor at all times, but the Nominee will be the legal owner of the Investments in the Deepbridge SEIS.
- 7.3.** The Custodian or Nominee will hold any title documents or documents evidencing title to the Investments.
- 7.4.** Investments or title documents may not be lent to a third party and nor may there be any borrowing against the security of the Investments or such documents.
- 7.5.** An Investment may be realised in order to discharge an obligation of the Investor under this Agreement, for example in relation to payment of fees, costs and expenses.
- 7.6.** The Custodian will arrange for the Investor to receive details of any meetings of shareholders in the Deepbridge SEIS and any other information issued to shareholders in the Deepbridge SEIS if the Investor at any time in writing requests such details and information (either specifically in relation to a particular Investment or generally in respect of all Investments). The Investor shall be entitled, as a matter of right, to require the Nominee to appoint the Investor as his proxy to vote as the Investor may see fit at any meeting of shareholders in a company in which an Investment is held for the Investor in respect of such Investor's beneficial shareholding. In the case of an Investor who is not validly appointed as the Nominee's proxy for the purposes of a meeting of the shareholders of a company in which an Investment is held for that Investor, the Nominee may appoint the Manager as its proxy to vote at that meeting to the extent that the voting and other rights exercisable by the Manager shall not usually exceed 50% of the aggregate rights relating to any Investment. In the case of variations in the share capital, receipts of a notice of conversion or proposal to wind up, amalgamate or takeover a company in which an Investment is held for the Investor:
- (a)** a bonus or capitalisation issue will be automatically credited to an Investor's beneficial holding;
 - (b)** otherwise (where appropriate) the Manager will be sent a summary of the proposal and the required action to be taken (if any);
 - (c)** if, on a rights issue, no instruction is received from the Manager, the Nominee will allow the rights to lapse. Lapsed proceeds in excess of £5 will be credited to the Investor. Sums less than this will be retained for the benefit of the Custodian. However, if nil paid rights in a secondary market are acquired for the Investor, such rights will be taken up, unless the Manager provides contrary instructions;
- (d)** all offers will be accepted upon going unconditional whether or not any instructions have been received. To clarify, if an offer has been made for an investee company, and Deepbridge or EIP have not instructed the Nominee to either accept or reject the offer, when any and all conditions have been fulfilled, than the Nominee will accept the offer (the offer has "gone unconditional"). Specifically, where an unconditional offer refers to an acquisition/takeover offer in which certain offer conditions have been fulfilled, the Nominee confirms that any and all drag-along rights (i.e., rights which would enable a majority shareholder to force a minority shareholder to join in the sale of a company), will not be challenged by the Nominee in its capacity as legal holder, given that the underlying investors have minority interests; and
- (e)** entitlement to shares will be to the nearest whole share rounded down and the aggregate of fractional entitlements may be held by the Nominee for the Custodian. If partly paid shares are held for the Investor and are subject of a call for any due balance and no instruction is received, the Custodian may sell sufficient of the Investments to meet the call.
- 7.7.** The Custodian will hold cash subscribed by the Investor in accordance with the Client Money Rules of the FCA. Such cash balance will be deposited with an authorised credit institution in the name of the Custodian. The Custodian may debit or credit the Investor's account for all sums payable by or to the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor).
- 7.8.** Interest will not be payable on credit balances by the Custodian.

8. Reports and information

- 8.1.** The Investment Adviser shall send the Subscriber a valuation statement every three months, in compliance with the FCA Rules. Statements will include a measure of performance once valuations are available for the Shareholdings, this being a comparison between the current value of the holdings compared with your original subscription. Deepbridge will also provide at least annual investor reports, detailing the progress of the underlying Investee Companies, and other fees charged (if any).
- 8.2.** Details of dividends, if any, which are received in respect of the Investments will be provided in respect of each tax year ending 5th April and appropriate statements sent to the Investor.
- 8.3.** Contract notes will be provided for each transaction for the Investor's participation.

- 8.4.** The Manager shall supply (or arrange for the Custodian to supply) such further information which is in its possession or under its control as the Investor may reasonably request as soon as reasonably practicable after receipt of such request.
- 8.5.** Any statements, reports or information provided under Clause 8.4 to the Investor will state the basis of any valuations of Investments provided.

9. Fees and expenses

- 9.1.** Most of the charges for the services of the Investment Adviser are levied on the Trading Companies, by way of initial and annual charges, as outlined below, payable to the Investment Adviser. As detailed in the “Costs and Fees” section, at the express permission of the Subscriber, Deepbridge may pay a share of these fees to the Subscriber’s Financial Adviser for services provided. Please see this section for full details on adviser charges.
- 9.2. Initial Corporate advisory and arrangement costs**
The Investment Adviser will charge the Investee Companies a corporate advisory and arrangement fee of 5% of funds invested in that Investee Company. For direct investors (i.e. those that subscribe without a financial adviser involved), an additional charge of 2.5% including VAT will be deducted from your subscription to cover the Investment Adviser’s costs associated with verifying the appropriateness of the Deepbridge SEIS application. This fee will be deducted from the subscription and therefore 97.5% of the subscription will be invested in the underlying companies.
- 9.3. Initial investor marketing and other fees**
The Investment Adviser reserves the right to levy additional fees to the Investee Company to meet any costs relating to investor marketing, valuation reporting, additional fundraising and administration, custody and dealing services, as well as those specific legal and compliance services provided not covered by the Annual Maintenance Charge. Such fees will be reported to the Investment Manager and investor on a regular basis.
- 9.4. Dealing fees**
The Investment Adviser will charge each Investee Company a dealing fee of 0.65% on the sale and purchase of Shares. Any dealing fees in excess of this amount will be borne by the Investment Adviser.
- 9.5. Annual maintenance charge**
An annual maintenance charge of 2% of the funds invested in an Investee Company will be paid to the Investment Adviser by each Investee Company on an annual basis. From this fee, the Investment Adviser will pay certain operating costs of the Investee Company including the ongoing monitoring of each Investee Company.

9.6. Annual custody fees

The Investment Adviser will charge each Investee Company an annual custody administration fee of 0.50% as a contribution towards the cost of provision of custody services. Any custody fees in excess of this amount will be borne by the Investment Adviser.

9.7. Performance incentive fee

The Investment Adviser will receive an incentive fee of 20% of the amount of cumulative total cash returned to the Deepbridge SEIS by each Investee Company in excess of the amount of the funds invested in the respective Investee Company. For clarification, once the Investor has received in cash the first 150 pence per 100 pence invested (ignoring any tax relief and representing a 50% Hurdle Rate on funds invested), any additional distributable cash will be paid as to 80% to the Investor and 20% to the Investment Adviser. This is intended to align the interests of the Investment Adviser with those of the Investors and the incentive fee will therefore only become payable if the total cash returned to Investors, per Investee Company, exceeds the amount of initial capital invested by 20% or more.

9.8. Shares, options and warrants

In certain instances, the Investment Adviser may also seek to take shares, options or warrants in the Investee Companies either in lieu of any of the above charges or fees in addition and in line with standard industry practice.

9.9. All fees, costs and expenses are stated excluding any VAT which will also be charged where applicable.

10. Management and administration obligations

- 10.1.** The Manager and the Custodian shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable them to provide their respective services properly, efficiently and in compliance with the FCA Rules.
- 10.2.** Except as disclosed in the Information Memorandum and as otherwise provided in this Agreement (for example on early termination), neither the Manager nor the Custodian will take any action which may prejudice the tax position of the Investor insofar as they are aware of the relevant circumstances, and in particular which may prejudice obtaining the SEIS Reliefs for the Investments.

11. Obligations of the investor

- 11.1.** The Investor's participation in the Fund shall be on the basis of the declaration made by the Investor in his Application Form which includes statements by the Investor in relation to the following matters, namely:
 - 11.1.1.** whether or not the Investor wishes to claim Income Tax Relief and/or SEIS Reinvestment Relief for the Investment;
 - 11.1.2.** that he agrees to notify the Manager if the Investment with which the Investor is connected within section 163 and sections 166 to 171 of the Income Tax Act 2007, (in which case clause 6.4 of this Agreement will apply at once and the Investor may need to withdraw);
 - 11.1.3.** that he agrees to notify the Investment Adviser if, within three years of the date of issue of shares in an Investee Company within three years of commencement of its trade if later, the Investor becomes connected with the company or receives value from such company (in which case clause 6.4 of this Agreement will apply at once and the Investor may need to withdraw); and
 - 11.1.4.** the Investor's tax reference number and National Insurance number. The Investor confirms that the information stated in the Application Form in these (and all other) respects is true and accurate as at the date of this Agreement.
- 11.2.** The Investor agrees immediately to inform the Investment Adviser 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 11.1 above refers.
- 11.3.** In addition, the Investor agrees to provide the Investment Adviser with any information which it reasonably requests for the purposes of managing the Fund pursuant to the terms of this Agreement.
- 11.4.** If the Investor has requested in the Application Form that the Manager should facilitate the payment of Financial Intermediary Fees which the Investor's Financial Intermediary has agreed relate to the advice that the investor received to invest in the Fund or to the arrangement of the Investor's Subscription to the Fund, the Investor shall ensure that the details of such Financial Intermediary Fees are clearly specified, and shall further undertake to inform the Manager forthwith if the Investor terminates his relationship with the Financial Intermediary in question, such that further Financial Intermediary Fees for continuing services to the Investor are not applicable and should not therefore become payable in any or all of the three years following closing.

12. Delegation and assignment

The Manager may, where reasonable, employ agents, including associates, to perform any administrative, custodial or ancillary services to assist the Manager in performing its services, in which case it will act in good faith and with due diligence in the selection, use and

monitoring of agents. Any such employment of agents shall not affect the liability of the Manager under the terms of this Agreement.

13. Potential conflicts of Interest and disclosure

The Manager may provide similar services or any other services whatsoever to any other client and shall not in any circumstance be required to account to the Investor for any profits earned in connection therewith. So far as is deemed practicable it will use all reasonable endeavours to ensure fair treatment as between the Investor and other clients in compliance with the FCA Rules. The Manager has in place a conflict of interest policy (the "Conflicts Policy") pursuant to the FCA Rules which sets out how it identifies and manages conflicts of interest. Under the Conflicts Policy, the Manager is required to take all reasonable steps to identify conflicts of interest between:

- (1)** the Manager, including its employees and contracted consultants, or any person directly or indirectly linked to them by control, and a client of the Manager; or
- (2)** one client of the Manager and another client. The Manager believes that it should identify any conflicts that may arise in other situations including between the Manager and any of its shareholders. Where the Manager owes a duty to such clients, it must maintain and operate arrangements to prevent any conflict from giving rise to a material risk of damage to the interests of its clients. A copy of the Conflicts Policy is available upon request.

14. Liability of the manager

- 14.1.** The Manager will at all times act in good faith and with reasonable care and due diligence. Nothing in this clause 14 shall exclude any duty or liability owed to the Investor by the Manager under the FCA Rules.
- 14.2.** The Manager shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment objectives and restrictions detailed in section 5 of the investor agreement or for other action in accordance with this Agreement howsoever arising except to the extent that such loss is judicially and finally determined to be directly due to the gross negligence or wilful default or fraud attributable to the Manager or of its Associates or any of their respective employees.
- 14.3.** The Manager shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity which holds money, investments or documents of title for the Fund, other than such party which is its Associate.
- 14.4.** In the event of any failure, interruption or delay in the performance of the Manager's obligations resulting from

acts, events or circumstances not reasonably within its control including but not limited to acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Manager shall not be liable or have any responsibility of any kind to any loss or damage thereby incurred or suffered by the Investor.

- 14.5.** The Manager does not give any representations or warranty as to the performance of the Fund. The Investor acknowledges that 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. The Investor undertakes that he has considered the appropriateness of investment in SEIS Qualifying Companies carefully and has noted the risk warnings set out in the Information Memorandum.

15. Termination

- 15.1.** The Manager shall reserve the right to terminate the Deepbridge Innovation SEIS. On termination of the Deepbridge SEIS, all shares held in the SEIS Investee Companies will either be sold and cash transferred to the Investor and/or the shares will be transferred into the Investor's name or as the Investor may otherwise direct.

- 15.2.** The Investor is only 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 fifth anniversary of the date 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;

- 15.2.4.** cash, at any time.

- 15.3.** If:

- 15.3.1.** the Manager gives to the Investor not less than three months' written notice of its intention to terminate its role as Manager under this Agreement;

- 15.3.2.** the Manager ceases to be appropriately authorised by the FCA or becomes insolvent; or the Manager shall endeavour to make arrangements to transfer the Investments to another fund manager in which case that fund manager shall assume the role of the Manager under this Agreement, failing which the Agreement shall terminate forthwith and, subject to Clause 17, the Investments held for the account of the Investor shall be transferred into the Investor's name or as the Investor may otherwise direct.

- 15.3.4.** the Manager has a lien on all assets being withdrawn from the SEIS Company and shall be entitled to dispose

of some or all of the SEIS Companies in order to discharge any liability of the Investor to the Manager. The balance of proceeds will then be passed to the Investor.

- 15.4.** If the Manager gives to the Investor not less than three months' written notice of its intention to terminate its role as Manager under this Agreement or the Manager ceases to be appropriately authorised by the FCA or becomes insolvent, then the Manager shall endeavour to make arrangements to transfer the Deepbridge SEIS to another appropriately constituted and authorised fund manager in which case that fund manager shall assume the role of the Manager under this Agreement, failing which this Agreement shall terminate forthwith and, subject to Clause 16, the Investments in the Investee Companies shall be transferred into the Investor's name or as the Investor may otherwise direct. The Investor shall be liable for any reasonable costs incurred for the provision of services under this clause 15.

- 15.5.** Without prejudice to paragraph 15.1, an Investor wishing to sell his or her interest in one or more Investee Companies may give notice to the Manager of the investment he or she wishes to sell and indicating a reserve price, if any. The Manager at its discretion may invite bids from such other Investors as it deems appropriate. To ensure transparency, the selling Investor will be provided with information (excluding names of under bidders) on all bids received. The Manager may charge a fee for this service. Any sales or transfers will be subject to provisions of articles of association of Investee Companies and shareholder agreements which the Manager may have entered into on behalf of the Investor in respect of his shares.

- 15.6.** The Investment Adviser may terminate the services of the Investment Manager in specific circumstances, as long as doing so wouldn't be in breach of FCA rules. Further information is available on request.

16. Consequences of termination

- 16.1.** On termination of this Agreement pursuant to Clause 15, the 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 will not affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments save for the cost of fees, expenses and costs properly incurred by the Manager or the Custodian up to and including the date of termination and payable under the terms of this Agreement.

- 16.3.** On termination, the Manager may retain and/or realise such Investments as may be required to settle transactions already initiated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 9 of this Agreement.

17. Confidential information

- 17.1.** Neither the Manager nor the Investor shall disclose to third parties information the disclosure of which by it would be or might be a breach of duty or confidence to any other person.
- 17.2.** The Manager shall not be required to take into consideration for the purposes of this Agreement information which comes to the notice of an employee, officer or agent of the Manager or of any Associate but does not come to the actual notice of the individual employees, officer or agent of the Manager providing services under this Agreement to the Investor.
- 17.3.** The Manager will at all times keep confidential all information acquired in consequence of this Agreement, except for information which
 - 17.3.1.** is public knowledge; or
 - 17.3.2.** which may be entitled or bound to be disclosed under compulsion of law; or
 - 17.3.3.** required to be disclosed by regulatory agencies; or
 - 17.3.4.** is given to its professional advisers where reasonably necessary for the performance of their professional services;
 - 17.3.5.** needs to be shared with the Custodian, Investment Adviser or other party for the proper performance of this Agreement; or
 - 17.3.6.** is authorised to be disclosed by the other party and shall use all reasonable endeavours to prevent any breach of this sub-clause.
- 17.4.** The Investor undertakes to provide all information the Manager, Nominee and/or Custodian shall require or be obliged to obtain for the purposes of the Foreign Account Tax Compliance Act or any other similar disclosure or reporting regime and the Manager is authorised to make any such disclosure or report.
- 17.4.** The Custodian may verify the Investor's identity and assess the Investor's financial standing. In doing so, a credit or mutual reference agency may be consulted which will record a search.

18. Complaints and compensation

- 18.1.** The Manager has established procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available on request. Should an Investor have a complaint, he should contact the Manager. If the Manager cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer it to the Financial Ombudsman Service.
The Financial Ombudsman can be contacted at: Email: complaint.info@financial-ombudsman.org.uk
Tel: 020 7964 1000
- 18.2.** Where the Investor is categorised by the Manager as a retail client, if for any reason the Investor is dissatisfied with the Manager's final response, the Investor is entitled

to refer its complaint to the Financial Ombudsman Service. A leaflet detailing the procedure involved will be provided in the Manager's final response.

- 18.3.** The Manager participates in the Financial Services Compensation Scheme (FSCS), established under the Financial Services and Markets Act 2000, which may provide compensation to eligible Investors in the event of The Manager being unable to meet its liabilities. Payments are currently limited to a maximum of the first £50,000 of the claim. Further information is available from the Manager or the FSCS at www.fscs.org.uk.

19. Notices, instructions and communications

- 19.1.** Notices of instructions to the Manager should be in writing and signed by the Investor, except as otherwise specifically indicated. Notices should be sent to Enterprise Investment Partners LLP, East Side, Kings Cross, York Way, London, N1C 4AX (or such other postal address notified to the Investor for this purpose).
- 19.2.** The Manager may rely and act on any instruction or communication 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.

20. Unsolicited real time financial promotion

The Manager and Investment Adviser may communicate an unsolicited real time financial promotion (i.e. interactive communications such as a telephone call promoting investments) to the Investor.

21. Amendments

The Manager may amend this Agreement by giving the Investor not less than ten business days' written notice. The Manager may also amend these terms by giving the Investor written notice with immediate effect if such is necessary in order to comply with HMRC requirements in order to maintain the Deepbridge SEIS Reliefs or in order to comply with the FCA Rules, and the Investor shall be bound thereby.

22. Data Protection

All data which the Investor provides to the Manager and Investment Adviser is held by the Manager and Investment Adviser subject to the General Data Protection Regulation 2016 ('GDPR'). The Investor agrees that the Manager may pass personal data to other parties insofar as is necessary in order for it to provide services as set in this Agreement and to the FCA

and any regulatory authority which regulates it and in accordance with all other Applicable Laws (details of any such third parties available on request).

You authorise the holding and processing of the information you have provided in this Application Form and authorise Deepbridge Advisers Limited, Enterprise Investment Partners, Reyker Securities and Reyker Nominees as data controllers for the purposes of the General Data Protection Regulation 2016 ('GDPR'). Your information will be held and processed for the administration of this application, the administration of your Shareholdings, for statistical analysis and for marketing purposes. You also authorise the transfer of information you provide in this Application Form (or subsequently). Your information and data will only be used for purposes ancillary to the administration of your application and Subscription including, but not limited to, dealing with queries, fulfilment of regulatory obligations, statistical analysis and marketing. The Manager and Custodian may undertake electronic checks on Subscribers through credit and mutual agencies to fulfil their responsibilities under the Money Laundering Regulations 2017. The agencies may keep a record of this search. You also authorise the disclosure of your information to the Financial Adviser acting on your behalf. You are entitled to request details of any of your personal data held and to require correction of any inaccuracies in your personal data.

You have the right to object to your information being used for statistical analysis and direct marketing. If you wish to opt out of receiving marketing material or object to your information being used for statistical analysis, contact enquiries@deepbridgecapital.com or call 01244 746000. The Deepbridge Privacy Policy can be found at www.deepbridgecapital.com.

23. Entire agreement

- 23.1.** This Agreement, together with the Application Form, comprises the entire agreement of the Manager with the Investor relating to the provision of its services in relation to the Fund.

24. Rights of third parties

Aside from the Custodian, who may enforce provisions of this Agreement which refer to it by name and to its rights and obligations in relation to the Investor, a person who is not a party to this Agreement has no right 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 such third party which exists or is available apart from that Act.

25. Severability

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

26. Governing law

This Agreement and all matters relating thereto shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.



Glossary and definitions

The following defined terms are used throughout this document

Administrator	Reyker Securities PLC.
Advised Subscriber	<p>A Subscriber in the Fund who:</p> <ul style="list-style-type: none"> (i) applies to the Fund through a 3rd party introducer or platform service whether online or otherwise; and (ii) has received a personal recommendation in respect of his/her investment in the Fund from a third party introducer that is authorised by the FCA.
Alternative Investment Fund	An Alternative Investment Fund for the purposes of the Alternative Investment Fund Managers Directive (2011/61/EU). It is not an Unregulated Collective Investment Scheme within the meaning of section 235 of FSMA nor a Non-Mainstream Pooled Investment.
Alternative Investment Fund Managers Directive	A regulatory framework for alternative investment fund managers, including managers of hedge funds, private equity firms and investment trusts. As described by the Financial Conduct Authority: https://www.fca.org.uk/firms/aifmd
Annual Maintenance Charge	A fee paid by the trading company, for the provision of management services obtained by the Investment Adviser on behalf of investors.
Applicable Laws	All relevant laws regulations and rules.
Application Form	An application form to invest in the Deepbridge Innovation SEIS completed by the prospective Investor.
Associate	Any person, company or other entity which by direct or indirect means exerts control over, or is itself controlled by, Deepbridge where “control” shall include the ability to exercise significant influence over the operating or financial policies of the relevant person or entity.
Client Appropriateness Form	The questionnaire that evidences the investor’s knowledge and experience of the risks involved in the context of investing in the Deepbridge SEIS.

COBS	The Conduct of Business Sourcebook issued by the Financial Conduct Authority.
Custodian	Such person as the Manager may appoint to provide, and with which the Manager has agreed terms for, safe custody, custodial and nominee services in respect of the Service and at the date of this Memorandum is Reyker Securities plc.
Custodian Agreement	The agreement between the Custodian and the Manager setting out the agreed terms for safe custody, custodial nominee and administrative services to be provided by the Custodian in respect of the Service.
Deepbridge	Deepbridge Advisers Limited, the Investment Adviser, a private limited company by shares registered in England and Wales under registration number 08614835 and with its registered office at Deepbridge House, Honeycomb East, Chester Business Park, Chester CH4 9QN.
Deepbridge Innovation SEIS	The Deepbridge Innovation SEIS as described in this Information Memorandum.
EIS	Enterprise Investment Scheme.
FCA	The Financial Conduct Authority, and any successor. Financial Conduct Authority, with offices at 12 Endeavour Square, London, E20 1JN.
FCA Rules	The rules and guidance contained within the FCA Handbook.
Financial Intermediary Fee	The fee payable by the Manager to the appointed financial intermediary of the Investor, at the express direction of the Investor.
FSMA	Financial Services and Markets Act 2000.
Fund	The Deepbridge Innovation SEIS
HMRC	Her Majesty's Revenue and Customs.
Hurdle Rate	The minimum return before the Investment Adviser will charge a performance fee.
IHT	Inheritance Tax.

IHTA	The Inheritance Act 1984
ITA	The Income Tax Act 2007
Information Memorandum	This information memorandum issued in relation to the Deepbridge Innovation SEIS.
Investee Company	A company in which an Investment is made under the SEIS.
Investment	An investment made in the Deepbridge Innovation SEIS.
Investment Adviser or Promoter	Deepbridge Advisers Limited. Deepbridge House, Honeycomb East, Chester, Business Park, Chester CH4 9QN.
Investment Manager or Manager	Enterprise Investment Partners LLP, with offices at East Side, Kings Cross, York Way, London, N1C 4AX.
Investment Team	The team of investment professionals of the Investment Adviser.
Investor	A person who completes an Application Form and who is accepted by the Custodian and the Manager as an investor in the Deepbridge Innovation SEIS.
Investor Agreement	The agreement to be entered into by each Investor in the terms set out in this Information Memorandum.
Investor Subscription	The aggregate amount subscribed by an Investor in the Deepbridge Innovation SEIS
Nominee	Reyker Nominees Ltd, 17 Moorgate, London EC2R 6AR.
Qualifying Shares	Ordinary shares of a company that meets the requirements for a qualifying investor to be eligible for tax reliefs under the rules of the Seed Enterprise Investment Scheme.
Relevant Shares	The shares in an investee company that have been offered for sale or are being transferred.
SEIS	Seed Enterprise Investment Scheme.

Subscriber	An investor who has subscribed to and has been accepted into the Service by the Manager.
Subscription	The aggregate amount invested by an investor under the terms of the Investor Agreement.
Supervisory Investment Committee	The independent oversight committee that provides an oversight function to the Investment Adviser.
SEIS Qualifying Company	A company that meets the requirements for a qualifying investor to be eligible for tax reliefs under the rules of the Seed Enterprise Investment Scheme.
Three Year Period	The period beginning on the date on which the shares in the Company are issued and ending three years after that date.



Notes



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Deepbridge Advisers Limited is registered in England & Wales, Company No. 08614835. Registered Office: Deepbridge House, Honeycomb East, Chester Business Park, Chester CH4 9QN. In relation to regulated business for retail clients, Deepbridge Advisers Limited (FRN: 609786) is an appointed representative of Enterprise Investment Partners LLP which is authorised and regulated by the Financial Conduct Authority (FRN: 604439). Deepbridge Advisers Limited is a subsidiary of Deepbridge Capital LLP, a limited liability partnership registered in England & Wales, No. OC356449.