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IMPORTANT NOTICE

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt about the action that you should take regarding the contents of this memorandum and appendices (including the application form), you should contact an Independent Financial Adviser or other professional adviser authorised under the Financial Services and Markets Act 2000 (FSMA) who specialises in advising on investments of this type. Reliance on this memorandum for the purpose of engaging in any investment activity may expose an individual to a significant risk of losing all of the property or other assets invested. Your attention is drawn to the section – Key Risks of this document. Nothing in this document constitutes investment, tax, financial, regulatory or other advice by Symvan Capital Limited.

This Memorandum constitutes a financial promotion pursuant to section 21 of FSMA, and is issued and approved by the Manager which is authorised and regulated by the Financial Conduct Authority in the United Kingdom and whose registered office is at 6th Floor, 2 London Wall Place, London, EC2Y 5AU.

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

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

- a) professional clients or eligible counterparties as defined in the Conduct of Business Sourcebook ("COBS") of the FCA's Handbook of Rules and Guidance;
- b) retail clients who confirm that they will receive advice on the investments referred to in this Memorandum from a financial adviser authorised and regulated by the FCA;
- c) to the extent that the recipient is a retail client who does not fall within category (b), only clients falling within the following categories and subject to the condition referred to below (the "Condition"):
 - i) certified high net worth investor in terms of COBS 4.12.6R;
 - ii) certified sophisticated investors in terms of COBS 4.12.7R;
 - iii) self-certified sophisticated investors in terms of COBS 4.12.8R;
 - iv) certified restricted investors in terms of COBS 4.7.10R; and
 - v) any person to whom the communication may otherwise lawfully be made.

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

Retail Investors Who Will Receive Advice

Retail investors who do not fall within any of the categories in paragraph (c) above should confirm to a financial adviser authorised and regulated by the FCA that they intend to receive advice on the investments referred to in this Memorandum. The financial adviser will receive that confirmation on behalf of the person who has approved the Memorandum for the purpose of section 21 of FSMA. The financial adviser will be required to countersign the application form.

Certified High Net Worth Investors

The requirements that must be met for a person to qualify as a certified high net worth individual are that such person has signed, within the period of 12 months ending on the day on which the communication is made, a statement in the prescribed terms under COBS 4.12.6R. An application from such a person will only be accepted if the Condition is satisfied.

Certified Sophisticated Investors

The requirements that must be met for a person to qualify as a certified sophisticated investor are that such a person (a) has a current certificate in terms of COBS 4.12.7R being one signed and dated not more than three years before the date on which the promotion is made, in writing or other legible form, signed by an authorised person in terms of FSMA to the effect that the recipient of that promotion is sufficiently knowledgeable to understand the risks associated with investments of the kind set out in this Memorandum, and (b) has signed, within a period of 12 months ending with the day on which the communication is made, a statement in the prescribed terms under COBS 4.12.7R. An application from such a person will only be accepted if the Condition is satisfied.

IMPORTANT NOTICE

Self Certified Sophisticated Investors

The requirements that must be met for a person to qualify as a self-certified sophisticated investor are that such person has signed, within the period of 12 months ending on the day on which the communication is made, a statement in the prescribed terms under COBS 4.12.8R. An application from such a person will only be accepted if the Condition is satisfied.

Self-certified sophisticated investors are advised in particular to consult an authorised person in terms of FSMA specialising in advising on investments of the kind set out in this Memorandum in order to assist in understanding and evaluating the risks involved.

Certified Restricted Investors

The requirements that must be met for a person to qualify as a certified restricted investor are that such person has signed, within the period of 12 months ending on the day on which the communication is made, a statement in the prescribed terms under COBS 4.7.10R. An application from such a person will only be accepted if the Condition is satisfied.

The Condition

The Condition referred to above is that either:

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

To confirm compliance, the relevant financial adviser should complete and sign the Application Form on page 48.

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

The tax treatment referred to in this document depends on the individual circumstances of each Investor and may be subject to change in future. In addition, the availability of any tax reliefs depends on the companies in which the Fund invests maintaining their qualifying status. Past performance is not a guide to future performance and may not be repeated. The value of an Investment may go down as well as up and an Investor may not get back the full amount invested. Investment in the Fund carries substantial risk.

Any investment in the Fund should be regarded as being medium to long term in nature. Investors' money subscribed to the Fund will be committed to investments, which may be of a long term and illiquid nature. The companies in which the Fund invests will not be quoted on any regulated market and, accordingly, there will not be an established or ready market for any such shares. It may be difficult to obtain information regarding how much an investment is worth or how risky it is at any given time and the Manager may experience difficulty in realising the investments (for value or at all).

An investment in the Fund may only be made on the basis of this Memorandum and the Investment Management Agreement. Prospective Investors should not regard the contents of this Memorandum as constituting a recommendation or advice relating to any legal, taxation, regulatory or investment matters and are advised to consult their own professional advisers before contemplating any investment. The Manager, its directors, officers, employees and agents do not 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 connection with the Fund.

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 may not be excluded. The Manager has taken all reasonable care to ensure that the factual content hereof is accurate and that statements of opinion herein are reasonably held. Subject to the Manager's overriding duty under the FCA Rules to ensure the content of this Memorandum is presented in a manner which is fair, clear and not misleading with respect to the persons to whom the Fund is promoted by it, the Manager accepts no responsibility to any recipient of this Memorandum for inaccuracies in factual representation or for any consequences to such persons as placing reliance upon statements of the Manager's opinion except to the extent required by law. Additionally, some material included in this Memorandum is derived from public or third-party sources and the Manager disclaims all liability for any errors or misrepresentations, which any such inclusions may contain.

The Memorandum contains certain information that constitutes "forward-looking statements" which can be recognised by use of terminology such as "may", "will", "would", "should", "anticipate", "estimate", "intend", "continue", or "believe" or their respective negatives or other comparable terminology. Forward-looking statements are provided for illustrative purposes only. Due to various risks and uncertainties, actual events, results or performance may differ materially from those reflected or contemplated in such forward-looking statements. No person has been authorised to give any information, or to make any representation concerning the Fund other than the information set out in this Memorandum and if given or made, such information or representation must not be relied on.

IMPORTANT NOTICE

This Memorandum is only intended for release in the United Kingdom and does not constitute an offer, or the solicitation of an offer, in any jurisdiction in which such offer or solicitation is unlawful. It is the responsibility of any person outside the United Kingdom wishing to make an application to invest in the Fund to satisfy himself as to full observance of the laws of any relevant territory in connection therewith. Prospective Investors should be aware that the arrangements described in this Memorandum represent a discretionary management service subject to the terms of the Investment Management Agreement. Investors appoint the Manager to invest their subscription monies on a discretionary basis into the Portfolio Companies. All investments made will be held in the name of the Nominee in a way that enables each Investor's entitlement to be separately identified. The Fund is not treated as an unregulated collective investment scheme (as defined in section 235 of FSMA) but is an alternative investment fund as defined in the Alternative Investment Fund Managers Directive. The Manager reserves the right to update this Memorandum from time to time.

This Memorandum is dated 9th January 2020.

KEY RISKS

All prospective Investors should be aware that as the Fund will invest in unquoted companies. The value of Shares in each Investee Company can fluctuate. In addition, there is no guarantee that the valuation of Shares in a Investee Company will fully reflect their underlying net asset value, or that Investors will be able to buy and sell at that valuation or at all. The investment described in this Memorandum will not be suitable for all investors. All potential Investors are accordingly advised to consult an investment adviser authorised under FSMA, and an appropriately qualified taxation adviser, prior to making an investment.

General Risks

An investment in the Fund is subject to a number of risks. Before making any investment decision, prospective Investors should consider carefully the risks attaching to an investment in the Fund together with all other information contained in this Memorandum, including in particular, and not limited to, the risk factors described below. This information does not purport to be exhaustive and the risks described below are not in an order of priority. Additional risks and uncertainties not presently known to the Manager or those that the Manager currently considers to be immaterial may also have an adverse effect on the business or affairs of the Portfolio Companies. Investors should consider carefully whether an investment in the Fund is suitable for them in the light of the information in this Memorandum and their personal circumstances.

- The Fund will be investing in early stage companies. A number of those companies are likely to fail during the life of the Fund or lose a great deal of their inherent value. It may be difficult to obtain reliable information about the value of shares in such companies.
- The value of the Shares in each Investee Company may go up or down. An Investor in the Fund may not recover the full amount invested. There is neither any active secondary market, nor is there intended to be a market, in the Shares. As such, the Shares will not be readily realisable. It is not intended that any income or capital will be returned to Investors during the Relevant Period. After holding the Shares in the Portfolio Companies for the Relevant Period, it may still be difficult to realise the Shares or to obtain reliable information about their value.
- The investment timetable of the Manager may not be achieved which may result in the loss of SEIS tax reliefs. No assurances can be given that the Fund will ever be fully invested or that the Fund's investment objectives will be achieved.
- Technology company prospects can change quickly and both defensive and growth M&A transactions may feasibly occur during the Three Year Period.
- The past performance of other funds of the Manager is not a guide to the future performance of the Fund. The Portfolio Companies will either not have a trading history or only a limited one.
- The performance of the Investee Companies may be affected by factors beyond their or the Manager's control including but not limited to adverse conditions and changes in Government policy.
- There are circumstances in which an Investor could cease to qualify for the taxation advantages offered by the SEIS.
- If the Investee Companies cease to exist wholly for the purpose of carrying on a Qualifying Trade during the Three Year Period, this could prejudice their qualifying status under the SEIS. The situation will be closely monitored with a view to preserving each Investee Company's SEIS status, but this cannot be guaranteed.
- A failure of the Investee Companies to meet the qualifying requirements for the SEIS could result in:
 - Investors being required to repay any income tax relief received, depending on whether relief has been claimed under the SEIS on the Subscription;
 - A liability to CGT on a disposal of Shares; and
 - CGT reinvestment relief being lost.
- The Manager will seek advance assurance from HMRC that the Portfolio Companies in which it plans to authorise an investment should qualify under the SEIS rules prior to the investment being made. However, there can be no guarantee that the SEIS tax reliefs will be available. If SEIS tax reliefs are subsequently not available, subscription monies will not be returned to Investors.
- A sale of Shares in the Portfolio Companies within the Relevant Period will result in income tax relief being withdrawn and a liability to CGT on disposal.
- Investors are advised to take appropriate independent professional advice on the tax aspects of their investment, as it is possible for Investors to lose their SEIS tax reliefs and/or CGT reinvestment relief and/or IHT Relief by taking or not taking certain steps.
- The information in this Memorandum is based upon current taxation, other legislation and HMRC practice, and any changes in the legislation or HMRC practice may affect the value of an investment in the Fund. The value of the tax reliefs will depend on the individual circumstances of Investors and may be subject to change in future. In addition, the availability of tax relief depends on the Qualifying Companies maintaining their qualifying status.

WELCOME FROM SYMVAN CAPITAL

Dear subscriber,

The promotion of high growth technology companies surely ranks as an objective for any economic policy maker in any advanced nation seeking to thrive in an increasingly competitive global economy. The United Kingdom has consistently shined as a force for technological innovation and its universities and businesses punch well above their weight on the global scale. As HM Treasury noted in their 2017 consultation titled “Financing growth in innovative firms”:

The UK also has a higher proportion of firms exhibiting individual periods of high-growth than all but one country in Europe and a slightly higher rate than that in the US. It also performs strongly within Europe in terms of high potential firms, for example Financial Times’ recent analysis shows that 23.5% of Europe’s top 1000 fastest growing companies are based in the United Kingdom, compared with 23.6% in Germany, 18.6% in Italy and 13.9% in France.

Given what we know about investment returns associated with successful high-growth firms and sectors, this potentially offers very attractive investment returns for UK investors. The risks in investing in early-stage venture capital are high but the UK government has provided tax-efficient wrappers that dramatically alter the risk/return trade-off for investors in high growth companies, making such investments an integral part of most diversified investment portfolios.

The Seed Enterprise Investment Scheme was introduced in the 2011 Autumn Statement as a concept to help provide capital to very early stage businesses, where there was a perceived funding gap which was acting as an impediment to the establishment of young, dynamic companies. Very generous tax incentives have led to a huge interest in investing under the Scheme. Symvan Capital has previously launched three SEIS funds since 2014. Our “*deeper not wider*” mantra translates into investing in only a limited number of selected investments in a given year with the objective of achieving outstanding returns. A number of other fund managers focus on creating larger funds and thereby investing in a much larger number of companies in any given tax year, and these funds will probably often provide good returns to investors given that the sheer generosity of the SEIS tax relief permits a lot of company failure being consistent with solid investment returns. Yet Symvan Capital persists with its curatorial approach to investment selection, confident that this approach is more likely to result in outstanding investment return for its SEIS subscribers.

The UK has never had a problem with innovation, punching well above its weight in terms of inventions and university research. However – and this is only slightly facetious - it is also the country that invented both the computer and the world wide web and didn’t commercialise either of them. Symvan Capital seeks to help do its bit to address this tragic imbalance, through investing in and nurturing companies that have not been well served by either the tax-efficient market or by the traditional venture capital industry. The final product aim is growth and exits with positive returns within an actively risk-managed environment, leading to outstanding investor returns. And all of this is provided in an environment characterised by transparency and authenticity.

The world of tax-efficient investing is changing, and Symvan Capital seeks to operate at the forefront of those changes.

We are excited to team up with Origin Venture Partners for our fourth SEIS fund in order to focus on investments in the interactive entertainment sector.

We are delighted to offer you the opportunity to accompany us on this journey.



Kealan Doyle



Nicholas Nicolaidis

INVESTMENT SUMMARY

The Symvan Interactive Entertainment SEIS Fund (the “Fund”) will provide investors the opportunity to invest in a portfolio of high-growth SEIS qualifying companies that have received advance assurance from HMRC operating in the global interactive entertainment sector.

In 2018 the UK games market was worth £5.7bn in a global market estimated to be worth \$137.9bn. Global forecasts for 2019 already indicate a +9.6% year on year growth to \$152.1bn with continued growth forecast through to 2022 of \$196bn.

Investee companies and projects will be carefully chosen by the Manager and advised by the Investment Adviser, Origin Venture Partners Ltd (“OVP”), through extensive due diligence against a list of well proven standards designed to reduce as far as possible the downside risks of product development while leveraging creative and commercial success.

All companies will have production and development mentors providing experienced creative advice and production oversight, thereby helping to reduce the manageable risks of overruns and creative failure. Activities will be monitored against deliverable timetables, capital requirements, cash flow, transferable resources and corrective actions advised to investee companies.

Investee companies will receive business, sales, accounting and taxation advice from OVP and its network of service companies that are designed to both help reduce the risk to investors and optimise the financial returns.

Taxation

The main tax benefits of SEIS to qualifying individuals in qualifying companies are:

- Income Tax relief of 50% of the subscription (£100,000 investment cap 2019/2020);
- Capital Gains Tax relief;
- Capital Gains Tax exemption on disposal of the SEIS shares;
- Loss relief on SEIS qualifying shares can offset income tax in the current or previous year, or can offset capital gains made;
- Unlimited 100% Inheritance Tax relief after 2 years; and
- The ability to carry back Income Tax relief to the previous tax year of when the investment was made (£100,000 investment cap) and receive Income Tax relief of 50%.

Offer Details

- Launch Date: 9th January 2020
- Closing Date: Evergreen¹
- Minimum Fund Size: £500,000¹
- Minimum Subscription: £10,000¹

Target return

£2.08 per £1 invested (excluding tax relief)

Charges²

Fees and Charges to Investors

- Performance Fee: 25% of realised profit

Fees and Charges to Investee Companies

- Initial Charge: 10% per investee company
- Annual Management Charge: £3,000 per investee company
- Launch & Establishment Fee: £2,000 per investee company

Risks

Investment in the Fund involves a high degree of risk. The value of investments can go down as well as up and you could lose part or all of your capital invested. You should consider the Fund to be a medium to long term investment and that the investments made by the Fund are likely to be illiquid.

Investors are strongly advised to seek independent legal, financial and tax advice before making a decision to invest. Full details of the risk factors and associated mitigation strategies can be found on pages 20-21.

Application

Once you have read the Memorandum and Investment Management Agreement, please complete the Application Form which accompanies this Memorandum and return it together with the required identification to the Custodian at:

Woodside Corporate Services Limited
4th Floor,
50 Mark Lane,
London EC3R 7QR

INVESTMENT STRATEGY

The Fund intends to invest in a portfolio of high-growth SEIS qualifying companies within the Interactive Entertainment Sector which OVP and the Manager believe have commercially viable, globally appealing projects with strong potential in providing attractive returns to investors over the next three or more years.

Companies have been identified from a variety of sources including the Investment Adviser's wide contact network, industry agents and networking. OVP have already identified a pipeline of Investee Companies that have high-growth potential and are potentially suitable for investment by the Fund. Details of those potential investments can be seen on the next page.

In order to mitigate risk, the Fund will take a diverse approach investing in new 'Original Intellectual Property ("IP"); Established IP/Sequels, Licensed IP and Co-Financing opportunities. The Fund will also look for opportunities to develop and market a game on as many different hardware platforms as possible in order to maximize revenue.

New Original IP creation has a greater degree of commercial risk and uncertainty as there is no installed base to sell to. The product awareness and fan base for new IP has to be built. However, they can be significantly rewarding if successful. OVP will be looking for original titles with an emphasis on identifying projects that could be turned into global franchises with the potential for TV, Film and ancillary market revenue.

Established IP/Sequels represent a far lower commercial risk over original IP as there are customers and awareness in the market already. For example, there are PC games on Steam "Early Access" that are potentially already making revenue with opportunities for the Fund to finance conversions to other hardware and distribution platforms.

Licensed IP such as major motion pictures, popular TV and children's TV shows represent a far lower commercial risk as there is already an established customer base. There is also a higher probability of publishing pre-sales guarantees with payment due on project completion. There may also be the opportunity to include popular brands in Original IP to generate advertising revenue.

Co-Financing with developers, publishers, hardware partners and other funds on a project that has already gone through a full due diligence process and has a marketing, PR and distribution strategy in place.

Projects and the companies managing them will be carefully chosen through extensive commercial and operational due diligence against a checklist of well proven standards in the computer and video games industry designed to reduce as far as possible the downside risks of product development. The experience of the Investment Adviser and its consultants will also bring detailed consideration of the many other "intangible" factors that affect project valuation. Once chosen, the Investment Adviser and its consultants will help to guide and advise in optimising the creative and commercial success of each Investee Company.

Projects could be developed for a range of hardware including tablets, smartphones, PC, console, VR and AR and commercially exploited globally via a mix of digital platforms such as PlayStation Network, Xbox Live, iTunes, GooglePlay, Steam, Epic Store and physical boxed copies via retail distribution.

Projects will be contained and controlled within appropriate qualifying SEIS Company structures with flexible but effective security over the assets, intellectual property and any future profits.

Investee companies will be funded appropriate to their needs and stage of development. The maximum investment by the Fund in any one Investee Company will be £150,000.

In order to further improve returns and mitigate risk for investors, the Investment Adviser will conduct the following operations:

- Work with investee companies to optimise their ability to obtain relevant grants and reliefs from the UK Government, local authorities and the EU, such as Regional Growth Funds, Regional Development Grants, Video Games Tax Relief, Research And Development Tax Credit ("R&D"), Creative Europe Media Fund and similar.
- Arrange loan finance where applicable for relevant and qualifying investee companies to accelerate the receipt of cash from properly claimed grants and tax reliefs.
- Work closely with Angel networks, Venture Capital firms and funding platforms to secure additional equity when and if an investee company requires it.
- Assist with providing strategic and operational support for crowdfunding campaigns (where crowdfunding can be used as a pre-sales and marketing platform).
- Work with top level corporate partners to secure resources and initial revenue funding for relevant and qualifying invested companies, for instance:
 1. Microsoft for Startups Programme technical and software support.
 2. Microsoft Xbox Development Associate funds.
 3. Google Developer Programme support.
 4. Apple Developer Programme support.
 5. Epic MegaGrants funding support.

The Investment Adviser will also assist in bringing brand and partner support (where applicable), and help to optimise the revenue opportunities on each and every distribution channel and hardware platform. Support for cash flow management, accounting and legal matters will be made available to Investee Companies on request from the Investment Adviser's network.

INVESTMENT STRATEGY

Prospective Investee Companies

OVP has identified several companies/projects that it views as potentially suitable for consideration by the Manager, once due diligence has been completed. Each such opportunity has already been subject to a significant degree of due diligence and appraisal. The name of the target company has not been disclosed. There can be no assurance that the Funds Investment Committee will agree to an investment or that these companies will still be available for investment by the Fund.

Sociable Soccer is the new multi-platform (PC, Console, Mobile, VR) football game from game designer Jon Hare. Jon was the designer of the hugely successful multiple award-winning Sensible Soccer series of games and is seen by many as 'The Godfather' of football game design. The game has so far been self-funded and is in an advanced state of development with the PC version launched on Steam 'Early Access' 20th October 2017 and more recently on Apple Arcade 8th November 2019. The game is a premium priced title with additional revenue streams coming from in-game purchases and advertising revenues. Players will be able to regularly earn, buy & upgrade packs full of in game currency, player cards, team badges and custom kit. There is also a huge amount of unlockable game content won slowly through play or paid for in-game giving instant access to 30,000 Player Cards, 67 trophies and over 1,000 teams.

OVP is currently evaluating the opportunity.



Dragon Trail is a Free 2 Play game that is based on the highly lucrative RPG genre. The game is currently in Pre-Production and is initially designed for PC and Mobile devices with a strong emphasis on the Asian market. It has a very strong monetisation design strategy that features multiple potential revenue streams. The game is based around a multiplayer persistent world that features multiple game-play modes and will have ongoing content updates.

OVP is currently evaluating the opportunity.



Raiders Of Erda is a co-operative online RPG for VR devices. The game is currently in Production for the PC with a planned version for the PlayStation 4. This is a premium priced title with additional revenue streams coming from regular DLC updates and in-game item purchases. The game has both single and cooperative online play modes. It has already received grant funding from both Epic Games and The UK Games Fund.

OVP is currently evaluating the opportunity.



INVESTMENT PROCESS

Once an Investee Company has been identified it will need to pass several steps of review before it meets Symvan's requirements to proceed to an exclusivity period on an indicative offer of investment. At this point the Investment Adviser starts its detailed due diligence process.

The Investment Adviser has a significant depth of working knowledge in the industry and are able to ask the right questions to get a holistic vision of where the company currently is, and the expectations for future delivery.

The OVP team will visit the Investee Company, typically for 1-2 days depending on the scale of the project, to conduct in-depth interviews with all of the creative team involved in the development, together with all managerial staff and the business owners.

It is vital at this early stage to distil the project and its production plan into measurable monthly milestones which allows OVP to determine and set realistic expectations for the key design deliverables and budget. For each of the milestones, OVP applies sufficient contingencies that ensure delivery of the overall project.

OVP will seek to ensure the investment (plus any third party finance and support as detailed in the Investment Strategy) is sufficient to fund the project to a point at which it is either commercially viable or capable of raising further finance at an enhanced capital value sufficient to meet the Fund's investment criteria.

OVP also performs a complete analysis on market viability and sales estimates, PR and marketing strategy, the track record of the team, the project schedule, the development processes in place and the technology platforms used.

All investment opportunities will have to pass legal and accounting due diligence, including considerations of financial modelling, cash flow, ownership rights and exit strategy.

Once the due diligence is complete, the independent analysis forms part of an Investee Committee report that is lodged as part of the investment process and forms part of the investment agreement with the Investee Company.

Monitoring of Investments

To help achieve the goals of the Fund, the Investment Adviser intends to appoint at least one representative to each Investee Company's board. They will provide ongoing mentoring, business and sales support helping to ensure that the business and projects are well run, and that global sales opportunities across all relevant distribution platforms and channels are fully realised.

To reduce the manageable risks of overruns and creative failure, all projects will have production and development mentors providing experienced creative advice and production oversight, thereby helping to reduce the manageable risks of overruns and creative failure. Projects will be kept under constant review and monitored against deliverable timetables, capital requirements, cash flow and transferable resources.

In addition, each Investee Company's project progress will be monitored using an online project management tool. Each Investee Company's deliverable milestones will be visible and the up-to-date status of each project will be accessible to all Investors in that Investee Company.

UK GAMES INDUSTRY MARKET OVERVIEW

In 2018, the UK games software market was valued at **£4.01bn** as part of a total market valued at a record breaking **£5.7bn** - up **10%** from 2017. As a result, the UK was estimated to be the 6th largest video game market globally regarding consumer revenues, after China, USA, Japan, South Korea and Germany. This latest annual valuation shows continued positive growth for the UK games and interactive entertainment economy which will go a long way to further reinforcing the message that the UK continues to be a world leading video games market.

Component	2017 (£M)	2018 (£M)
DIGITAL AND ONLINE	1669	2008
BOXED SOFTWARE	790.5	770
PRE-OWNED SOFTWARE	98.2	67.9
MOBILE GAMING	1079	1167

2017 v 2018

- Digital and Online up 20.3% (source: IHS Markit)
- Boxed Software down 2.6% (source: GFK Entertainment)
- Pre-Owned down 30.8% (source: Kantar Worldpanel)
- Mobile Gaming up 8.2% (source: IHS Markit)

Over £3.1bn of the software sales came from the digital sectors, which continues to be a major factor for financial growth in games.

Despite the decline in Boxed Software, physical items still accounted for more than £800m showing that there is still a healthy market for this sales channel.

2019

In a report published June 2019, the UK games market was already being projected to be worth \$5.6 billion making it the second largest country in Western Europe based on game revenues.

Source: NewZoo Global Games Market 2019

UK Government Support

The UK Government are strong supporters of the creative industries sector citing them as playing a key role in the UK's economic recovery. In April 2014 they included Games as part of the overall Creative Industry Tax Relief scheme. HMRC announced in August 2019 that since the relief's introduction, they have paid out £324m in Video Games Tax Relief relating to 1,110 claims. This support is in addition to the long standing Research and Development Tax Credit.

Further, originally launched October 2015 with an allocation of £4 million until 2019, the UK Games Fund from the Department for Media, Culture and Sport (DCMS) is designed to help videogame companies get their concepts "off the drawing board and into production". As of the 2016 Autumn Budget the government pledged a further £1 million to extend the fund until 2020.

Grants of up to £25,000 are offered to early stage video game companies. These grants are designed to help new and young gaming companies create working prototypes. A limited number of £50,000 grants will be given to video game companies looking to go beyond the prototype stage.

Video Games Tax Relief

Value of video games tax relief

- Video games tax relief is available on qualifying EEA productions calculated at 80% of the total core project expenditure
- A video games development company may claim a 25% payable tax credit for an accounting period in which it has a surrenderable loss
- There is no cap on qualifying expenditure

Accessing video games tax relief

- It must qualify as British under the Video Games Cultural Test
- The video game must be intended for commercial release
- At least 25% of the core expenditure must take place in the UK/EEA
- The video game development company responsible for the video game needs to be within the UK Corporation Tax net

Research and Development Tax Credit

Value of R&D tax relief

- R&D tax credit is available on qualifying expenditure calculated at 230% of the total core project R&D expenditure
- A video games development company may claim a 14.5% payable tax credit for an accounting period in which it has a surrenderable loss
- There is no cap on qualifying expenditure

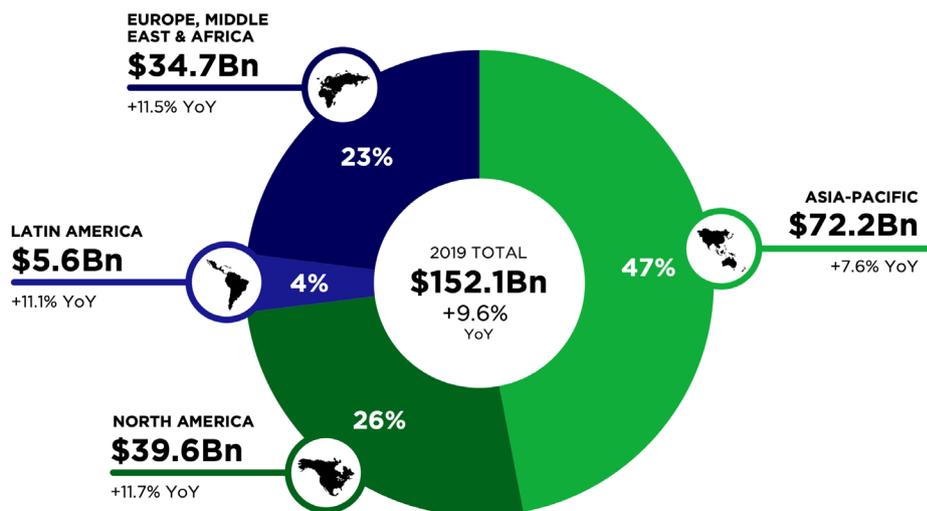
GLOBAL GAMES INDUSTRY MARKET OVERVIEW

Games are rapidly becoming the world's favourite pastime with **2.5bn¹** gamers across the globe expected to generate **\$152.1bn¹** in game revenues during 2019. As game IP turns increasingly into entertainment franchises that include adaptations for TV and Film, Game companies are evolving into global entertainment businesses rethinking their strategic position in the broader entertainment industry. What's more, the biggest games rival Hollywood in terms of grandeur, budget, narrative, and revenues.



2019 GLOBAL GAMES MARKET

PER REGION WITH YEAR-ON-YEAR GROWTH RATES



48%

of all consumer spending on games in 2019 will come from the U.S. and China



CHINA TOTAL **\$36.5Bn**



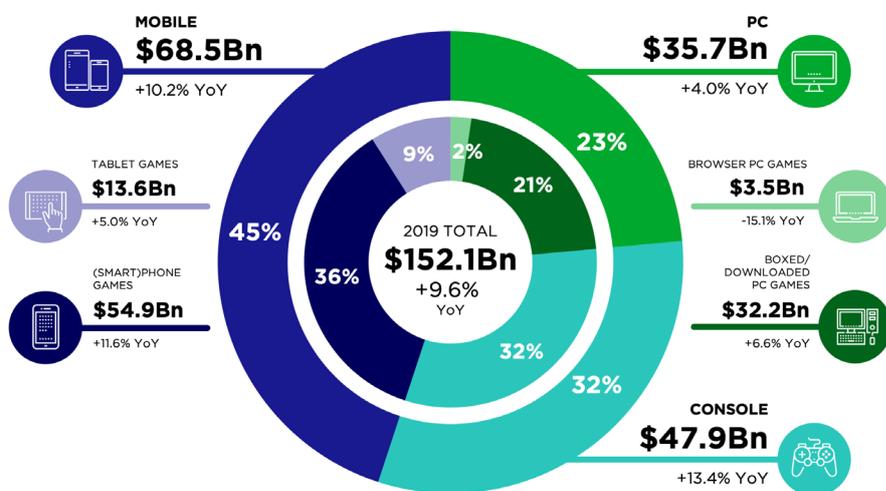
US TOTAL **\$36.9Bn**

Source: ©Newzoo | 2019 Global Games Market Report
newzoo.com/globalgamesreport



2019 GLOBAL GAMES MARKET

PER DEVICE & SEGMENT WITH YEAR-ON-YEAR GROWTH RATES



\$68.5Bn

Mobile game revenues in 2019 will account for 45% of the global market.

Source: ©Newzoo | 2019 Global Games Market Report
newzoo.com/globalgamesreport

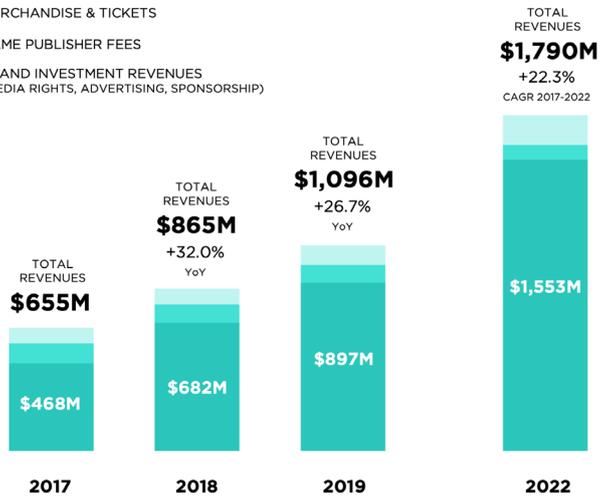
GLOBAL GAMES INDUSTRY MARKET OVERVIEW



ESPORTS REVENUE GROWTH

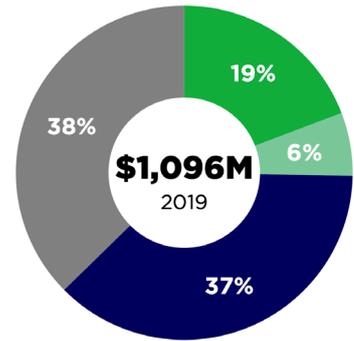
GLOBAL | FOR 2017, 2018, 2019, 2022

- MERCHANDISE & TICKETS
- GAME PUBLISHER FEES
- BRAND INVESTMENT REVENUES (MEDIA RIGHTS, ADVERTISING, SPONSORSHIP)



©Newzoo | 2019 Global Esports Market Report

North America will generate **\$409M** in 2019, or 37% of global esports revenues



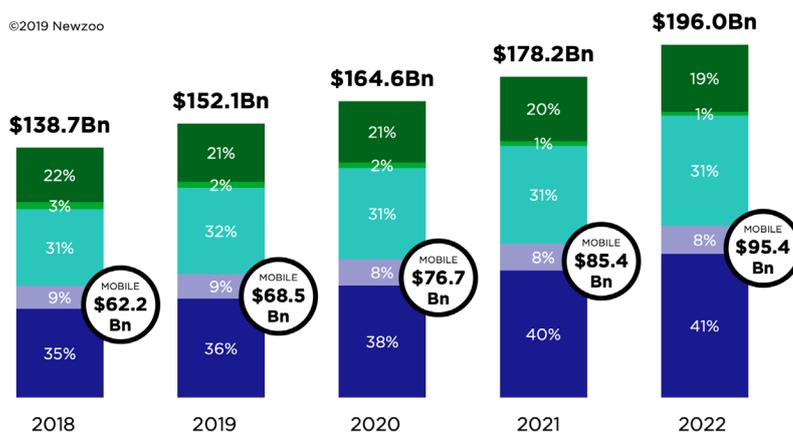
● CHINA ● S.KOREA ● NAM ● REST OF WORLD



2018-2022 GLOBAL GAMES MARKET

FORECAST PER SEGMENT TOWARD 2022

©2019 Newzoo



+9.0%

TOTAL MARKET CAGR 2018-2022

- Boxed/Downloaded PC
- Browser PC
- Console
- Tablet
- Smartphone

Source: ©Newzoo | 2019 Global Games Market Report
newzoo.com/globalgamesreport

FUND MANAGER: SYMVAN CAPITAL

Symvan Capital Limited, (“Symvan”) is the Manager of the Fund. Symvan is authorised and regulated by the Financial Conduct Authority (FRN 685262).

Symvan is an award-winning EIS and SEIS fund manager with specialised expertise in making investments into the disruptive technology companies of the future. Upon winning Best SEIS Fund Manager at the Enterprise Investment Scheme Association awards in February 2017, the judges praised Symvan for “their due diligence, their selection process and speed of investment. They also liked the clarity of their communications, and the effort that they have made to demonstrate the benefits of their investment, not just in value, but in job creation and the tax revenues raised as well.”

In November 2018, Symvan was also awarded Best SEIS Investment Manager 2018 at the Growth Investor Awards.

Symvan is represented by two principles who between them have many years experience in their respective fields. Each of the Principals short biographies are set out below:

Kealan Doyle - Co-founder & Investment Manager

Kealan is CEO and co-founder of Symvan Capital. He has worked with venture capital companies for 15 years, both in a corporate finance advisory capacity as well as a fund manager.

He prefers to invest in a wide range of technology companies, but is also very interested in finding synergies within the Symvan portfolio of companies. Company interests include big data analytics, fintech, SaaS, 3D printing and network security. Before his involvement in venture capital investing, Kealan previously lead a structured equity products team at HSBC, and has worked at Deutsche Bank, Merrill Lynch and UBS.

Together with Nicholas, he has since founded his own entrepreneurial businesses to focus on VC investing. Kealan holds degrees from the London School of Economics and the University of Toronto.

Nicholas Nicolaides - Co-founder & Investment Manager

Nicholas is a Director and co-founder of Symvan Capital. He is passionate about technology and believes it has never been a more exciting time to invest in the sector. His early capital markets experience at Paribas seeded his involvement in the sector, working on numerous technology transactions including the IPO for Autonomy Corporation Plc. Most of his recent experience involves working with and investing in early stage technology SMEs.

He is particularly interested in big data, high performance computing and the opportunities for disruption in the education and recruitment sectors. Nicholas believes that both the quality of the management team and timing are the most important factors in determining success of a technology investment, and propounds that the Symvan mantra of “deeper not wider” is essential and requires the close involvement of the venture capital investor to nurture the businesses.

Prior to setting up his own VC businesses, Nicholas worked with AiM brokers and the ECM team at Lehman Brothers, focussing on European Telecom & Media. Prior to that he worked in the TMT Corporate Finance and European Equity Capital Markets teams at BNP Paribas. Nicholas gained a BSc (Hons) in Statistics & Economics from UCL and a MBA from Imperial College Management School.

Principal Parties and Advisers to the Fund

Fund Manager	Symvan Capital Limited, 140 Tabernacle Street, London, EC2A 4SD
Investment Adviser	Origin Venture Partners Ltd, 20-22 Wenlock Road, London, N1 7GU
Custodian	Woodside Corporate Services Limited, 4th Floor, 50 Mark Lane, London EC3R 7QR

INVESTMENT ADVISER: ORIGIN VENTURE PARTNERS LTD

The OVP team is run and managed by experienced sector specialists with a variety of relevant and highly credible backgrounds that includes computer and video games, film, television and media financing, business strategy, auditing, evaluation and production experience. These combined skillsets provide an efficient commercial team for selecting and accelerating companies in the video games and related technology sectors.

Together the members of the OVP team have been involved in over 200 released titles. They have worked with some of the largest franchises in the world including Lord of The Rings, The Hulk, Star Wars, Pirates Of The Caribbean, Call Of Duty, Destiny and Resident Evil. They have held executive roles in several of the largest publishers in the world, and also bring in specialist start up finance and games finance experience having funded over £100m of projects in the past. Their extensive contact network in the sector is expected to result in strong deal flow and cast iron selection criteria as well as providing downside risk management on projects.

Steve Iles – Managing Director

Steve has 23 years' experience working as a senior business and production executive in the games business. He founded and ran the BAFTA-nominated development company Pocket Studios from 1999-2004, which grew to be regarded as one of the top 3 handheld console specialists in the games industry developing many of the world's major movie and comic book IP's.

He has been responsible for the business planning, strategy and financial modelling of numerous companies and served as executive producer on over 40 major titles for top tier clients such as Universal, Disney, Marvel, LucasArts and Atari including games based on Lord Of The Rings, The Hulk, Star Wars, Pirates Of The Caribbean and Alone In The Dark.

Steve has considerable commercial experience in working with and licensing IP having worked directly with major Hollywood studios and consulted for private investors and publishers on titles including Aliens V Predator (Fox), Scooby Doo (Warner) and Mission Impossible (Paramount).

Steve has a proven track record of building exceptional development teams and managing projects to ship on time and on budget. He enjoys identifying and evaluating new business opportunities such as Trans-media production and technology solutions with a vision to developing and acquiring properties that could be exploited across Film, TV, Games, Online, Publishing and Ancillary markets.

Outside of the games business, Steve has also consulted as a senior IT specialist working on major Y2K infrastructure projects for Global companies such as Dresdner Kleinwort Benson, City Bank, Worldcom, Glaxo and Chubb Insurance. Recently, he has also consulted on a new digital distribution solution for delivering movies direct to cinema for clients that included IMAX and Disney.

Steve Fitton – Executive Producer

Steve has been working within the games business since 1985. Having started with U.S.Gold as one of the first testers within the UK games business. Steve moved quickly to become a games Producer successfully delivering multiple 8 and 16 bit conversions of the most popular arcade games of the period.

Steve then joined Bullfrog Productions, the UK's leading creative developer of the 90's as a Producer to deliver Sony and Sega console versions of their hit games. Electronic Arts, the parent company of Bullfrog noticed Steve's talents for Operations Management and he became European Studio Operations Manager for EA delivering all of EA's content for console and PC for Europe.

Steve moved from EA to join Wise Monkey Ltd, who together with Film Finances Ltd brought the film completion bonding model to the games industry. As Director of Operations for Wise Monkey Ltd and Executive Producer for Film Finances Ltd, Steve successfully delivered products with budgets totalling £100m+ using the completion bonding model.

Steve brings a wealth of expertise gained from completion bonding to ensure products are delivered on time, on budget and to specification.

INVESTMENT ADVISER: ORIGIN VENTURE PARTNERS LTD

Tony Hinds – Executive Producer

Tony began his career when the Interactive Entertainment industry was in its infancy, and boasts an impressive 29 years' of experience. The roles he's held span virtually every segment within the industry, including retail, studio, console and publishing, with tenure at Virgin Media, Virgin Interactive, and Sony Computer Entertainment Europe, as well as a successful consulting career.

The expertise that Tony developed in production management during his studio days, and partner relations during his console days helped to ensure the successful launches of both the PlayStation3 and PlayStation4. During his time at SCE, Tony oversaw the relationships with some of the console games industry's biggest publishers, including Activision, Warner, Codemasters, Take 2, Capcom, Square Enix and Sega, during which time historical partnerships were forged to the behest of all parties involved. Tony was also an integral member of the team overseeing the design and implementation of the tools and processes which facilitated those relationships; indeed, these accomplishments greatly impressed the broader company, they were adopted worldwide and now serve the global PlayStation family.

With intimate knowledge of nearly every facet of the Interactive Entertainment industry, Tony brings to the table a unique and incredibly well-rounded point of view which serves him well in leveraging his experience to ensure production, commercial and operational success.

David Bailey - Consultant

David is an Oxford Educated Chartered Accountant with 13 years' training at Deloitte, followed by 17 years' board experience as CEO and/or CFO with wide international experience in 12 countries. He has participated on the boards of 6 start-ups, 2 turnarounds, 3 company purchases and 3 company sales. His passion sectors are software, cloud services, mobile apps, computer games, animation, film, television and music. Recent successful exits include a business services company that was restructured to recover from insolvency to create £76m of turnover and profits, and a small animation company. David remains an investor in 3 small companies.

Combining those experiences has made David a well-respected and sought-after adviser and mentor for the UK technology and media sector, specifically in film, computer games and animation.

STRUCTURE AND SUBSCRIPTIONS

Portfolio Structure

The Fund is structured as an Alternative Investment Fund and is not a separate legal entity in its own right. Each Investor enters into an Investment Management Agreement available with this Memorandum. The Fund is the client of the Manager for the purposes of the Financial Conduct Authority rules, despite the fact that it does not have a legal personality. Shares in the investee companies will be beneficially held directly by the Investors.

The proceeds of the Fund will be aggregated for the purposes of making investments and the Fund Manager will instruct the Custodian to subscribe for shares in Investee Companies on behalf of Investors. Consequently, investors will be the beneficial owners of, SEIS Qualifying Shares in each Investee Company pro-rata to their subscriptions to the Fund. The shares will be held by the Nominee. The Manager, on the other hand, will be responsible for discretionary decisions in relation to the selection of, and exercising the rights in relation to, such investments.

Subscriptions

The minimum individual subscription in the Fund is £10,000. While there is no limit on the maximum investment into the Fund, it should be noted that an investor may only claim income tax relief and capital gains re-investment tax relief on investments of up to £100,000 in any single tax year. Each spouse has his or her own annual limit of £100,000 and they are not aggregated. The limit applies to the aggregate SEIS investments made by an investor within the tax year.

The Fund intends to make investments in SEIS qualifying companies across several tax years and therefore an Investor's subscription may be fully invested across different tax years.

A Investor's investment in an Investee Company should not amount to more than 30% of the company's share capital, or they will not be entitled to income tax relief or capital gains re-investment tax relief in respect of that investment. There is no limit on the value of assets qualifying for Inheritance Tax Relief.

Withdrawals

An investor will not be able to require of the Manager to dispose of his or her interest in an Investee Company prior to realisation of the Fund's overall holding. However, the Manager may, at its absolute discretion have regard to any requests made to it by investors to liquidate any individual shareholdings in the Fund (but such liquidation may result in a loss of income tax relief and capital gains re-investment tax relief).

An Investor is not permitted to make a partial withdrawal of his investment from the Fund. At the sole discretion of the Manager, an investor may be permitted to make an early withdrawal of his investment from the Fund, provided that he does so in full. Early withdrawal will result in termination of the Fund Management Agreement, in which case the relevant investor's investments (whether SEIS Qualifying Shares and/or cash), will be transferred into the investor's name. However, if a disposal of SEIS Qualifying Shares occurs before the end of the Minimum Period, that Investor would have to repay the initial income tax relief and any capital gains re-investment tax relief (if either or both has been claimed). The Investment Adviser's entitlement to the Performance Fee will survive any withdrawal.

The Manager will have a lien on all assets being withdrawn by an Investor and will be entitled to dispose of some or all of the same and apply the proceeds in discharging such Investor's liability to the Fund Manager in respect of damages or accrued but unpaid fees. The balance of any sale proceeds and control of any remaining investments will then be passed to the Investor.

As there is no readily realisable market for the shares which the Fund intends to hold in the investee companies, an investment in the Fund should be considered to be illiquid and it may not be possible for the Manager to facilitate an early withdrawal.

Realisation Strategy

To qualify for SEIS Reliefs, investors must hold the SEIS Qualifying Shares in each Investee Company for at least the Minimum 3 Year Period.

Assuming that investments may not be realised until after three or four years, investors should consider an investment in the Fund a medium to long term investment. The Manager will pursue a strategy of maximising returns for investors when considering the value and timing of SEIS Fund Qualifying Share disposals.

Post realisation of the SEIS Qualifying Shares in an Investee Company, wherever possible the net proceeds will be paid to investors. Consequently, it is possible that investors will receive distributions from the Fund over a period of time.

APPLICATION AND CLAIMING RELIEF

Offer Details

- Launch Date: 9th January 2020
- Closing Date: Evergreen¹
- Minimum Fund Size: £500,000¹
- Minimum Subscription: £10,000¹

How to Apply

Once you have read the Information Memorandum and Investment Management Agreement, please complete the Application Form which accompanies this Information Memorandum and return it together with the required identification to:

Woodside Corporate Services Limited
4th Floor,
50 Mark Lane,
London EC3R 7QR

Right of Cancellation

An Investor may exercise a right to cancel his or her Investment Management Agreement by notification to Woodside Corporate Services within 14 days of the Manager receiving the Investor's Application Form. This should be done by a cancellation notice sent to Woodside Corporate Services as set out in this document. For convenience, a cancellation notice form is provided at the end of this Memorandum.

On exercise of the Investor's right to cancel, the Manager shall refund any monies paid to the Fund by the Investor, less any charges the Manager has already incurred for any services undertaken in accordance with the Investment Management Agreement (but not any initial fees paid to the Manager), and less any investments made on their behalf prior to actually receiving the cancellation notice.

The Custodian is obliged to hold investment monies until satisfactory completion of checks under the Money Laundering Regulations 2017 (as amended from time to time). The Investor will not be entitled to interest on monies refunded following cancellation.

The right to cancel under the FCA rules does not give you the right to cancel, terminate or reverse any particular investment transaction executed for your account before cancellation takes effect.

Claiming SEIS Relief

An Investor cannot claim income tax relief until the Investee Company has submitted a SEIS1 form and HMRC has issued a compliance certificate to confirm that it is a SEIS qualifying investment, and can therefore issue Investors with SEIS3 forms. An application will be made to HMRC once an Investee Company has been trading for four months, or if earlier, when more than 70% of the SEIS monies have been spent on the qualifying activity.

Investors should submit SEIS3 certificates to HMRC if they wish to claim their tax relief.

Relief must be claimed within five years after 31 January following the year of assessment in which each investment was made by the Fund. Investors are strongly recommended to seek professional tax advice on making claims for SEIS Relief as personal circumstances may differ.

¹ Subject to the Fund Manager's discretion.

RISK FACTORS

This investment opportunity may not be suitable for all the recipients of this Memorandum. Prospective Investors are reminded that an investment in unquoted shares of new start up companies carries higher risks than an investment in quoted shares.

An investment in the Fund is speculative, and involves a degree of risk due to the nature of the stated and likely trading activities, strategies, and techniques employed in the Fund's Investee Companies. Accordingly, an investment in the Fund is suitable only for persons of adequate financial means, who have no requirement for liquidity, and who can bear the economic risk, **including the possible complete loss of their investment.**

Prospective Investors should give consideration to all the statements in this Memorandum and the risk factors that follow in evaluating the suitability of an investment in the Fund. The following list of risk factors and other considerations does not purport to provide a complete explanation of all the risks and other factors involved in this offering. Prospective Investors should read this Memorandum and the Custodians Terms and Conditions in its entirety and discuss its contents with their professional advisers (financial, legal and otherwise) before deciding whether to invest in the Fund.

Legislation and Tax

This Memorandum is prepared in accordance with current legislation and practice. Legislation, rules and practice may change and the interpretation thereof may not be correct. Changes in legislation may adversely affect an investor's position. New legislation or changes in practice or legislation may have a retrospective effect.

Any prospective investor should seek opinion from a qualified professional with regard to the implications of an investment from a legal and tax perspective.

The Manager requires that the Investee Company obtains advance assurance from HMRC and that a subscription in the Shares will qualify for the taxation advantages offered under SEIS. However, neither the Manager nor the Investment Adviser give any warranties or undertakings that SEIS Income Tax Relief, SEIS CGT Exemption or SEIS Deferral Relief or Inheritance Tax Relief will be available, or that if given, such relief will not be withdrawn.

Financial Returns

The Fund's investment strategy should be considered to be speculative. The success of the Fund will be dependent upon many factors. No assurance can be given that the strategies employed by the Fund will be successful. Subscribing for Shares therefore carries risk, particularly given the speculative nature of the Computer Games industry.

The value of the investment may go down as well as up, and an investor may not get back all or any of the amount he or she invests. No guarantees as to performance are given either expressly or by implication. Events in the past, or experience derived from these, or indeed present facts, beliefs or circumstances, or assumptions derived from any of these, do not predetermine the future. Projections contained in this IM are no more than that and should not be taken as forecasts.

Concentration of Investments

Where appropriate from an investment and risk management perspective, the Fund will attempt to diversify its commitments. This, however, may not always be possible and accordingly, the Fund's portfolio may at times be moderately or heavily concentrated. This may lead to a higher level of volatility and concentration risk.

The risk of the Fund being exposed to a concentrated portfolio will decrease relative to the number of Investee Companies the Fund is able to invest in. In those circumstances, the Fund will proceed with its business, but will not have the advantage of access to a broader slate of Computer Games.

The success of the Fund will be influenced by conditions in different economic zones. Such conditions may affect the level and volatility of interest rates and the extent and timing of participation in those zones.

Retention of Key Personnel and Advisers

The performance of the Fund depends to a large extent on the experience and skills of the key personnel employed by the Fund and its advisers, in particular the Investment Adviser and its principals.

Term

Investments in the fund should not be considered as a short-term investment. Any sale of SEIS qualifying shares within the SEIS Three Year Period will result in the loss of your SEIS and CGT Reliefs in relation to the companies you have invested in. It may take considerable time to realise any of the Fund's investments.

Restricted Market

Opportunities for investors to dispose of their Shares are severely constrained. Investors may have difficulty in selling their Shares or obtaining reliable information about their value.

INVESTMENT RISKS

The following is not a comprehensive list of risks and you should obtain independent advice:

- All investments of the Fund will be in small, unquoted start-up trading companies. Such companies generally have a very high risk profile and may not produce the anticipated returns, which could affect an Investor's ability to realise his or her initial investment. There may be difficulty in disposing of such investments at a reasonable price and, in some circumstances it may be difficult to sell them at any price even after holding the SEIS Qualifying Shares for the Minimum Period. Investments made by the Fund are unlikely to be readily available or convertible to cash.
- Investor returns will be reliant on the commercial performance of the Investee Companies, the contractual terms entered into with transaction counterparties and advisers, the financial health and performance of such contractual parties, fluctuations in currency rates applicable to counterparty jurisdictions, changes in technology hardware and, to a lesser extent, the level of bank base rates from time to time.
- The performance of the Fund is contingent on the Investment Adviser being able to identify suitable Investee Companies which carry on, and continue to carry on, a SEIS Qualifying Trade for the Minimum Period. There is no guarantee that the objectives of the Fund will be met.
- The Manager intends to invest the Fund across a portfolio of Investee Companies. However, there is a risk that the Fund's investments may be still relatively concentrated and the total return to Investors may therefore be adversely affected by the unfavourable performance of a small number of Investee Companies.
- In the event that the maximum size of the Fund is not achieved, there will be less opportunity to diversify investments across a range of different projects, which may increase the volatility of returns.
- If the £500,000 minimum size of the Fund is not achieved, the Fund may not proceed and Investors' monies may be returned without interest.
- Each Investor should note that it is possible that other taxes or costs arise for the Investor in connection with its investment in the Fund that are not paid via, or imposed by, the Manager.
- It may not be possible to meet the investment timetable, which would delay the availability of SEIS relief, or could result in monies being returned to Investors, such that SEIS relief would not be obtained in respect of this part of the Investor's subscription.
- The returns accruing to the Fund by way of holdings of cash deposits or money market services will principally be affected by fluctuations of interest rates. However, the latter are also influenced by changes in credit risk, interest rate risk and currency risk.
- It is possible that the budgeted costs of a video game project may overrun. As part of risk mitigation measures, each Investee Company will be expected to incorporate a commercial allocation for contingency events, as well ensure that customary insurance policies, indemnities and warranties clauses have been negotiated, where appropriate.
- If an Investee Company does not complete a video game project to the specifications required by a publisher or distributor for commercial exploitation this could adversely impact the revenue earned. In order to mitigate this risk, the Manager will closely monitor the Investee Company's production of each video game project on an ongoing basis.
- It is expected that receipts due to an Investee Company from a publisher or distributor will be contingent entirely on relative performance of the application. Consequently, forecast performance could vary from plan after the investment is made in them by the Fund.
- Income may be reinvested by the Investee Company and unlikely to be available to repurchase shares or make distributions.
- Where income from a video game project is reinvested by an Investee Company on similar terms, the same aforementioned risks are likely to apply to these additional activities.
- In order to mitigate any exchange rate risk associated with an Investee Company's overseas revenue entitlements and expenditure obligations, it is anticipated that the Investee Company will ensure that receipts and costs are settled in sterling or appropriate hedging arrangements are implemented.
- Forecast revenues and costs for all interactive entertainment companies are subject to considerable uncertainty. As such, trading performance of these Investee Companies may vary from plan after an investment is made in them by the Fund.
- Investee Companies may have further funding requirements after investment by the Fund. In these circumstances, the Fund's equity shareholding in the Investee Company may be diluted.

TAXATION

The following is only a brief summary of SEIS taxation reliefs. The taxation rules of SEIS are complex. This summary should not be construed as constituting advice, which a potential Investor should obtain from his or her own investment or taxation adviser before applying to the Fund. The value of any tax reliefs will depend on the individual circumstances of investors.

This brief synopsis assumes an Investor and the Investee Company comply with the SEIS rules for the relevant period, (at least three years).

Income Tax

Individuals can obtain 50% Income Tax Relief (“ITR”) on a maximum amount of £100,000 per annum subscribed for Shares. Husbands and wives can each subscribe up to £100,000.

The carry back provisions make it possible to claim some or all of this ITR in the previous tax year at a rate of 50%. Therefore it is now possible to invest up to £200,000 and claim ITR on £100,000 in the current tax year and £100,000 in the previous tax year.

Capital Gains Tax – Relief

Investors can eliminate paying tax on any amount of chargeable gains to the extent they subscribe for SEIS shares. The limit of £100,000 per tax year for Income Tax relief does not apply to Capital Gains Tax.

Example	
Cost of shares	£100,000
Less ITR (50%)	<u>£(50,000)</u>
Effective net cost	£50,000

The shares must be issued within one year before or three years after the date of the disposal which gives rise to the gain.

The relief can therefore be used as a carry back against capital gains made in earlier years. For example, if a gain was made on 31st January 2018 it could be sheltered if shares in the SEIS Company were issued by 30th January 2021.

Example	
Gain (January 2017)	£150,000
SEIS (December 2015)	<u>£(150,000)</u>
Taxable gain	NIL

The maximum Capital Gains Tax rate is 28% for property disposals in 2019/2020 but may change in the future.

Capital Gains Tax – Exemption

After the three year Relevant Period from the issue of the shares, any capital gains realised on disposal of the SEIS shares on which Income Tax relief was claimable are tax free provided the SEIS relief has not been previously withdrawn.

Example	
Sale proceeds	£300,000
Less cost	<u>£(100,000)</u>
Profit (Tax Free)	£200,000

Inheritance Tax

Provided a shareholder has owned shares in a qualifying unquoted trading company for at least two years and certain conditions are met at the time of the transfer, 100% Business Property Relief is available. This reduces the inheritance tax liability on the asset to £nil.

Example	
Realisation	NIL
Cost of shares	£100,000
Less ITR (50%)	<u>£(50,000)</u>
Net loss	£50,000
Max loss relief @ 45%	<u>(£22,500)</u>
Overall loss	£27,500

Loss Relief

In the event that an investor realises a loss on his or her shares and the SEIS rules have been met for at least the relevant three year period, an investor can claim Income Tax or Capital Gains Tax relief for the loss incurred (net of Income Tax relief originally obtained).

TAXATION

SEIS Rules

There are a number of conditions to be met. These fall into two categories – those which must be met throughout the Minimum Period commencing with the issue of the shares, and those which must be met at the time the SEIS shares are issued.

Minimum Period Conditions

The Investee Company must, throughout the Minimum Period:

- not be under the control of another company or control another company other than a qualifying subsidiary (nor can there be arrangements for the Investee Company to be under the control of another company or control another company other than a qualifying subsidiary);
- either be a company which exists wholly for the purpose of carrying on a new qualifying trade (being a qualifying trade which commenced less than two years before the issue of the SEIS shares) or a parent company of a group which does not consist wholly or as to a substantial part in the carrying on of non-qualifying activities;
- carry on the new qualifying trade, prepare to carry on that trade or carry out research and development activities from which a new qualifying trade will be derived or from which a new qualifying trade will benefit either itself or through a 90% subsidiary have a permanent establishment in the UK.

Issuing Conditions for Investee Companies

Unquoted

The company must be unquoted and there must be no arrangements in place for it to cease to be unquoted.

Gross Assets

The company may not have gross assets of more than £200,000 immediately before it receives a subscription for eligible shares. If the company is a parent company, the value of the group's gross assets must not exceed £200,000 immediately before it receives the subscription for eligible shares.

Amount raised

The maximum amount that a company may receive from SEIS investors is £150,000 in any three year period ending with the investment then being made. Neither the Investee Company nor any subsidiary may have previously received any EIS or VCT investments.

Number of employees

Investee Companies or groups must have fewer than 25 fulltime employees at the date of issue of shares to SEIS investors.

Financial health

The Investee Company must not be in financial difficulty.

Risk to capital

The Company must have objectives to grow and develop over the long term; and there must be a significant risk that there could be a loss of capital to the investor of an amount greater than the net return.

FINANCIALS

This section includes projections at three levels of performance: Break Even, -30% and +20%. These examples are provided for illustrative purposes only. They are based on assumptions and are subject to the Risk Factors and statements contained in this Memorandum. There could be no income and no distributions to Investors, or income and distributions could be higher or lower than those illustrated. Furthermore, income could be received and distributions made, over a longer or lesser period of time. The actual results and developments may differ materially from those expressed or implied by these statements because of a variety of factors and accordingly there can be no assurances that the projected results or developments will be attained.

The following examples focus on the Income Tax and Capital Gains Tax reliefs. These do not account for Inheritance Tax relief which may also be available to Investors who have owned shares in the Investee Companies for at least two years.

Example (1) – Client who claims SEIS Income Tax relief only.

Performance +/-	-30%	0%	+20%
Investment	£100,000	£100,000	£100,000
Less SEIS Income Tax relief	£50,000	£50,000	£50,000
Net cost of investment	£50,000	£50,000	£50,000
Return on disposal of shares	£70,000	£100,000	£120,000
Post Tax Gain	£20,000	£50,000	£70,000
% Return on investment (net of tax relief)	40%	100%	140%

Example (2) – Client who claims SEIS Income Tax credit with CGT relief at 28%.

Performance +/-	-30%	0%	+20%
Investment	£100,000	£100,000	£100,000
Less SEIS Income Tax relief	£50,000	£50,000	£50,000
Less CGT relief	£14,000	£14,000	£14,000
Net cost of investment	£36,000	£36,000	£36,000
Return on disposal of shares	£70,000	£100,000	£120,000
Post Tax Gain	£34,000	£64,000	£84,000
% Return on investment (net of tax relief)	94%	178%	230%

FINANCIALS

Dividend Policy

It is not anticipated that the Investee Companies will pay any dividends during the initial trading period of three years. This does not preclude the Investee Company Directors from declaring a dividend if they consider it appropriate at a point in the future. Any dividends paid would be subject to Income Tax.

Exit Strategy

The Fund will not invest in any company without a clear expectation of the likely exit strategy. The Fund will take a long-term view on the Portfolio Companies and will try to consider the possibility of facilitating an exit from an Investment after it has been held for at least three years, thereby ensuring, wherever possible, that the Investment has met one of the key qualifying conditions necessary for Investors to obtain the relevant tax reliefs. However, there may be occasions where an earlier sale is a commercially sensible decision. It is anticipated that most exits from Qualifying Investments in Portfolio Companies will take place after they have been held for four years though some could take longer depending on market conditions and the nature of the Portfolio Companies. The Fund anticipates that the options for investors to exit a Investee Company may include the following:

- The acquisition of the intellectual property rights of the Investee Company at a price determined by an independent value;
- A sale or part sale of the Investee Company;
- The purchase by the Investee Company of shares held by shareholders;
- The introduction of new investors (not EIS investors, who must buy new shares) to the Investee Company; The reduction of the Investee Company's share capital; and
- The voluntary liquidation of the Investee Company or the sale of the Investee Company's assets and subsequent distribution of proceeds to shareholders.

COSTS AND FEES

The Fund is structured to ensure investors benefit from Tax Relief on the full amount invested into the Investee Companies. Accordingly, there are no charges to Investors in the Fund except for the performance fee.

Fees and Charges to Investors

Performance Fee

A fee is paid by Investors only when realisations from a company investment exceed the total amount invested. This will amount to a 25% performance fee collected by the Manager on realised amounts in excess of aggregate Subscriptions made to the Fund.

Fees and Charges to Investee Companies

Investment Fee

The Manager will collect a fee of 10% on the total Subscriptions made to the Fund. This will be recovered from each of the Investee Companies pro-rata to the investment made into the Investee Company by the Fund.

Launch & Establishment Fee

The Manager will collect a fee of £2,000 payable by each Investee Company at the time of investment to cover the costs of establishment of the Fund.

Annual Fees to Investee Companies

Monitoring Fee

The Manager will charge a fee of £3,000 per annum to each Investee Company, payable quarterly in arrears until the Fund no longer holds an interest in the Investee Company, subject to variation by agreement between the Manager and each Investee Company.

Other Charges

The Manager will be responsible for the normal running costs of the Symvan Interactive Entertainment SEIS Fund including custodian and nominee fees, bank charges, administration and investor reporting.

The fees and charges described above are exclusive of VAT, which will be charged as applicable.

Symvan Capital's Philosophy on Fees

Symvan Capital fervently believes that there should be no fees charged to investors except where Symvan Capital makes a success of the investment. Accordingly, subscribers to any of Symvan Capital's tax-efficient funds pay no fees whatsoever, except for a performance fee.

Investors in the tax-efficient sector have often neglected the impact of fees on investor performance. Sometimes what appear to be minimal costs to investors are highly significant to the investor over time. A 2013 report by Intelligent Partnership titled "Costs Compounded – A Drag on Performance" reached some startling conclusions for long term investors in financial products of any kind. Using an example whereby the investment returned 6% per year - and with no annual management charges - the report demonstrated how an initial £1,000 investment would be worth £10,286 after 40 years. However, the imposition of a 1% management charge per year reduced the investment value to £6,881, which is a return that is 33% less than that with zero charges. When a fund manager charges 2% per year, the investment value after 40 years is reduced to £4,584, which is a return that is 55% less than that with zero charges. In the report's Introduction, the author states: "The real strengths of a financial adviser lie in financial counselling and financial planning, as this allows you to use your knowledge and experience to identify what the client needs and agree the steps they should take to get there. It can be hard to add value to the client relationship through investment performance as you have very little control over this. But you can control asset allocation and costs." This is certainly achievable but picking the right portfolio will always be challenging. However, although the adviser cannot control the individual fund manager performance, they can control the asset allocation and the costs that their favoured fund managers ultimately charge to the client. Given the results of the Intelligent Partnership study and others like it, Symvan believes that charging investors no upfront or on-going fees (except for a performance fee) will contribute significantly to investor returns.

MECHANICS OF THE FUND

Nominee

While the SEIS Qualifying Shares will be issued in the name of the Nominee, for SEIS purposes, they will be treated as if subscribed for by, and issued directly to, the investors who will retain the beneficial ownership over them throughout the life of the Fund. All distributions made by the Investee Companies during the term of the Fund (less any Performance Fee due) will be paid onward by the Nominee to the investors. The Nominee will hold all documents of title.

Custodian

Upon completion of the Application Form, the prospective Investor will, inter alia, be deemed to irrevocably agree to the Manager having appointed the Custodian on their behalf, to exercise the powers, and carry out the duties, on behalf of the investor in accordance with the Custodian Agreement. Investors are permitted to request a copy of the Custodian Agreement from the Manager. The Custodian is not an Associate of the Manager.

Client Accounts

The Custodian will hold investors' funds prior to investment in Investee Companies, or ahead of any distribution of disposal proceeds upon realisation, on client account in cash. Prospective Investors should ensure they have fully read and understood the Custodian's Terms and Conditions which are available from the Manager on request.

Investment Committee

The Investment Committee will comprise the following members consisting of the two principals of Symvan Capital, and two members of Origin Venture Partners:

- Kealan Doyle – Symvan Capital
- Nicholas Nicolaidis – Symvan Capital
- Steve Iles – Origin Venture Partners
- David Bailey – Origin Venture Partners

The Investment Committee will review potential Investments to be made by the Fund and make recommendations to the Manager regarding Investments. Meetings of the Investment Committee will require a minimum of three members of the Investment Committee. No member of the Committee will be allowed to give a view on whether a company should be the subject of investment if that person has any shares in such company or is related to any person who is a director of such company or who has any other conflict of interest. In that way, the Manager will receive independent recommendations on the merits of each prospective investee company.

Application of Funds

Investors will be allocated SEIS Qualifying Shares in each investment pro-rata to their respective subscriptions in the Fund. There may be small variations to this rule where, for example, this would give rise to a requirement to issue fractional shares.

Should an Investor die before his or her subscription is fully invested, all uninvested sums subscribed by him or her will be repaid by the Manager upon receipt of notice from the Investor's personal representatives. Consideration will be given to liquidating the deceased investor's SEIS Qualifying Shares, subject to the Manager's absolute discretion.

Reporting

The Manager will report to investors on a semi-annual basis. Each report will detail the progress of the investments made by the Fund.

Furthermore, the Manager will distribute SEIS3 certificates to Investors in respect of each Investee Company, as and when issued by HMRC. A SEIS3 certificate is required by an investor to claim SEIS Relief for each investment made by the Fund, subject to an individual's personal circumstances.

Conflicts of Interest

The Manager's funds are active investors in companies operating in the technology and interactive entertainment sectors. Consequently, there may potentially be occasions in the future where an investment approved by the Manager is connected to the commercial interests of Symvan Capital. For example, a circumstance might arise where the Manager holds an economic interest in a party who would be a stakeholder of an Investee Company. The Manager shall, at all times, ensure that any decisions in its capacity are undertaken without prejudice to the interests of Investors and in accordance with the prescribed policies for dealing with conflict, as set out in the Investment Management Agreement.

Complaints

The Manager has established procedures in accordance with the FCA rules for consideration of complaints. Details of these procedures are available from the Manager upon request. Should an investor have a complaint, they 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.

DEFINITIONS

“Application Form” – An application form to invest in the Fund completed by the Investor in the form set out in this Information Memorandum.

“AR” – Augmented reality.

“Associate” – Any person or entity, which (directly or indirectly) controls or is controlled by another party or is under common control with that party. For the purpose of this definition “control” shall be deemed also to encompass any power to significantly influence the operating and financial policies of any person or entity.

“CGT” – Capital Gains Tax.

“Closing Date” – This is entirely determined by the Fund Manager as the last date upon which the investor may make a Subscription to the Fund.

“Companies Act” – The Companies Act 2006 including any statutory modifications or re-enactment thereof for the time being in force.

“Creative Europe Media Fund” – A co-financing grant supplied by the EU for supporting the development of European Video Games.

“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 Fund and, at the date of this Information Memorandum, is Woodside Corporate Services Limited, 4th Floor, 50 Mark Lane, London, EC3R 7QR.

“Custodian Agreement” – The agreement between the Custodian and the Fund Manager setting out the agreed terms for safe custody, custodial nominee and administrative services to be provided by the Custodian in respect of the Fund.

“FCA” – Financial Conduct Authority.

“Fund” – Symvan Interactive Entertainment SEIS Fund.

“Fund Management Agreement” – The agreement detailing the terms on which the discretionary investment management services will be provided by the Fund Manager to each Investor.

“Fund Manager” or **“Manager”** – Symvan Capital Limited.

“FMSA” – Financial Services and Markets Act 2000.

“HMRC” – HM Revenue and Customs.

“IHTA” – The Inheritance Tax Act 1984.

“Information Memorandum” – Means this document.

“Investee Company” or **“Portfolio Company”** – A company in which the Fund is invested, which is a qualifying company for SEIS purposes.

“Investment Adviser” or **“OVP”** – Origin Venture Partners Ltd

“Investment Committee” Has the meaning ascribed to it on page 27 of the Information Memorandum.

“Investor” A person who subscribes to the Fund.

“IP” – Intellectual Property.

“ITA” – The Income Tax Act 2007.

“ITR” – Income Tax Relief.

“Minimum Amount” – The minimum amount to be raised pursuant to the offer, being £500,000.

“Minimum Period” or **“Relevant Period”** or **“3 Year Period”** – The period beginning on the date on which the Shares are issued and ending 3 years after that date or 3 years after the commencement of the Investee Company’s business, whichever is later.

“Nominee” – Such nominee as the Custodian may appoint from time to time, and at the date of this document is WCS Nominees Limited.

“PC” – Personal Computer.

“Performance Fee” – Has the meaning ascribed to it on page 26 of the Information Memorandum.

“SEIS” – The Seed Enterprise Investment Scheme as set out in UK tax legislation.

“SEIS CGT Exemption” – Exemption from tax in respect of chargeable gains on the realisation of Ordinary Shares which is available with SEIS.

“SEIS Deferral Relief” – Capital gains deferral on reinvestment pursuant to Section 150C and Schedule 5B of TCGA.

“SEIS Income Tax Relief” – Income Tax relief and/or exemption from tax in respect of chargeable gains which is available with SEIS.

“SEIS Qualifying Company” – A company that meets the legislative SEIS requirements.

“SEIS Qualifying Shares” – Ordinary shares in an Investee Company that meet the requirements to qualify for SEIS relief.

DEFINITIONS

“SEIS Qualifying Trade” – Means a trade permitted by sections 257HF ITA, section 189 ITA and section 192 ITA.

“SEIS Relief” – The tax reliefs available under the SEIS, including the income tax relief, capital gains re-investment relief and capital gains disposal relief.

“Shares” – Ordinary shares acquired by the Fund in SEIS qualifying companies.

“Shareholder” – A holder of Shares.

“Subscription” – The amount subscribed to the fund, as set out in the application form.

“Tax Credit” – A credit issued by the Department of Culture, Media and Sport to Games producers.

“TCGA” – The Taxation of Chargeable Gains Act 1992.

“UK” or “United Kingdom” – The United Kingdom of Great Britain and Northern Ireland.

“VR” – Virtual Reality.

You may cancel your application and terminate the Investment Manager Agreement at any time within 14 days of the Woodside Corporate Services receiving your application. Please complete the details below and send this notice to: Woodside Corporate Services Limited, 4th Floor, 50 Mark Lane, London, EC3R 7QR

I hereby cancel my application to the Symvan Interactive Entertainment SEIS Fund.

Title: Forename(s): Surname:

Signature:

Address:

Postcode:

Date:

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (the “Agreement”) sets out the agreement between the Fund Manager and the Investor in respect of the discretionary portfolio service in which that Investor makes an investment (the “Fund”). This Agreement applies separately to each investment made by the Fund Manager under the terms of this Agreement, which will constitute a “Portfolio”. Upon acceptance of a signed Application Form, this Agreement will constitute a binding agreement between the Fund Manager and you.

1. Definitions, construction and interpretation

1.1 The following terms shall have the following meanings in this Agreement:

“Applicable Laws” All relevant UK laws, regulations and rules, including those of any Government or of the FCA;

“Application Form” An application form to invest in a Fund completed by the Investor in the form provided by the Fund Manager;

“Closing Date” In respect of a Fund, the date on which the final Subscription may be made by the Investor to the Fund, which shall be a date determined by the Fund Manager and notified to the Investor;

“Custodian” Such person as the Fund Manager may appoint to provide, and with which the Fund Manager has agreed terms for safe custody, custodial and nominee services in respect of the Fund and, at the date of the Information Memorandum, is Woodside Corporate Services Limited, 4th Floor, 50 Mark Lane, London EC3R 7QR, a firm authorised and regulated by the FCA under firm reference number 467652.

“FCA” Financial Conduct Authority;

“FCA Rules” The rules contained in the FCA’s Handbook of Rules and Guidance;

“Initial Period” In respect of a Fund, the period of twelve months commencing on the Closing Date;

“Investment” An investment acquired for a Fund;

“Investor” A person who is accepted by the Fund Manager and so enters into an Investment Management Agreement and invests through the Fund;

“Investment Objective” The investment objective for a Fund asset out in the Information Memorandum;

“Investment Restrictions” The investment restrictions for a Fund as set out in the Information Memorandum;

“Fund Manager” Symvan Capital Limited, a firm authorised and regulated by the FCA under firm reference number 685262.

“Non Readily Realisable Investments” Investments in which the market is limited or could become so; they can be difficult to deal in and it can be difficult to assess what would be a proper market price for them;

“Readily Realisable Investment” A government or public security denominated in the currency of the country of its issuer or any other security which is: admitted to Official Listing on an Exchange in an EEA State; regularly traded on or under the rules of such an Exchange; or regularly traded on or under the rules of a recognised investment exchange or (except in relation to unsolicited real time financial promotions) designated investment exchange, or a newly issued security which can reasonably be expected to fall within the above categories when it begins to be traded. Note that this term does not include AIM, NEX Exchange (formerly PLUS), or Sharemark traded investments, nor does it include unlisted securities;

“Registered Intermediary” The Independent Financial Adviser or other suitably qualified professional, regulated by the FCA for the conduct of business. The IFA is responsible for the client;

“SEIS” The Seed Enterprise Investment Scheme;

“SEIS Relief” Relief from various UK personal taxes under the SEIS;

“Services” The services provided under Clause 4 of this Agreement;

“Tax Advantages” The various tax advantages, including SEIS Relief, arising from subscriptions for shares in SEIS Qualifying Companies.

1.2 Words and expressions defined in either the Information Memorandum or the FCA Rules which are not otherwise defined in 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.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

2. Investing in a Fund

- 2.1 This Agreement comes into force on the date that the Manager accepts the Investor's Application Form and monies are subscribed to the Fund.
- 2.2 This Agreement enables the Investor to invest in a Fund.
- 2.3 Where the Investor submits an Application Form which is accepted, and then the Investor makes a Subscription, the Investor thereby appoints the Fund Manager, once the Target Minimum Fund Size of £500,000 has been received in aggregate (or such other amount as determined in the Fund Manager's discretion in accordance with the Information Memorandum), to fulfil its role in managing the portfolio of investments (the "Portfolio") for the Investor on the terms set out in this Agreement. The Fund Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.
- 2.4 The Fund Manager is authorised and regulated by the Financial Conduct Authority. The Fund Manager is a company registered in England and Wales under company number 08772369 and with a registered address at 6th Floor, 2 London Wall Place, London, EC2Y 5AU. The FCA's registered address is 12 Endeavour Square, London, E20 1JN. This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement.
- 2.5 If the Investor has been categorised as a Retail Client by their Registered Intermediary, then the Investor has the right to request a different client categorisation. However, if the Investor does so and if the Registered Intermediary agrees to such categorisation the Investor will lose protections afforded by certain FCA Rules.
- 2.5.3 the Fund Manager is entitled to assume that the Investor has the necessary level of experience and knowledge to understand the risks involved in relation to any investment, service, product or transaction contemplated by the Information Memorandum;
- 2.5.4 the FCA Rules impose detailed requirements on financial promotions directed at Retail Clients. Promotions directed at Professional Clients are simply subject to the high level requirement that they are fair, clear and not misleading;
- 2.5.5 A Retail Client has a right to a periodic statement every three months, rather than every six months for a Professional Client;
- 2.5.6 where the Fund Manager places Investor's orders with third parties for execution, the factors taken into account in obtaining the best possible execution result for a Professional Client will differ to those for a Retail Client. It should be noted that Professional Clients can no longer opt out of best execution; and
- 2.5.7 only Retail Clients are entitled to claim compensation under the Financial Services Compensation Scheme.
- 2.6 The Investor confirms that he/she is suitably knowledgeable of the risks associated with Non Readily Realisable Investments and/or has been suitably advised of these risks.
- 2.7 The Investor confirms that he/she is not seeking advice from the Fund Manager on the merits of any investment into a Fund.

This may include, but may not be limited to:

- 2.5.1 the Investor will not be given any of the additional disclosures required to be provided to Retail Clients (for example on costs, commissions, fees and charges, foreign exchange conversion rates and information on managing investments);
- 2.5.2 where the Investor has been provided with investment advice, the Fund Manager is entitled to assume that the Investor has the requisite knowledge and experience to understand the risks involved and that they are able financially to bear any investment risk consistent with their investment objectives;

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

- 2.8 The Investor agrees that the Fund Manager may hold information about them and their affairs in order to verify their identity and financial standing (among other things the Fund Manager may consult a credit or mutual reference agency, which may retain a record of the enquiry).
- 2.9 Anti-money laundering regulations aim to prevent criminal property being used or disguised as legitimate wealth. To satisfy these regulations the Investor may have to produce satisfactory evidence of their identity before their Application Form can be accepted, and from time to time thereafter. This identification process is designed to assist in the prevention of crime within the financial services industry. If the Investor does not provide the information when requested, the Custodian and the Fund Manager may be unable to accept any instructions from them or provide them with any services.
- 2.10 Following receipt of an Application Form, the Custodian will write to the Investor acknowledging the application. If the Investor wishes to exercise his or her right to cancel, the Investor must notify the Custodian in writing within 14 days of receipt of that form, by writing to the Custodian at its address as printed under clause 1.1 of this Agreement.
- 2.11 If the Investor exercises his or her cancellation rights, the Custodian shall refund any monies paid by the Investor less any charges the Fund Manager has already incurred for any service undertaken in accordance with the terms of the Agreement.
- 2.12 The Fund Manager shall procure that the Custodian endeavours to arrange the return of any such monies as described at Clause 2.11 as soon as possible (but in any event, not more than 30 days following cancellation). The Investor will not be entitled to interest on such monies.
- 2.13 If the Investor does not exercise this right to cancel within the requisite time period, the Investor will still be entitled to exercise his or her right under Clause 14 below to terminate this Agreement, which is a separate right.
- 2.14 The right to cancel under the FCA Rules does not give the Investor the right to cancel/terminate/reverse any particular investment transaction executed for the account of the Investor before cancellation takes effect.
- ### 3. Subscriptions
-
- 3.1 In respect of the Investor's Subscription:
- 3.1.1 the Investor shall make a Subscription of not less than £10,000 to the Fund at the same time as submitting his/her Application Form to invest;
- 3.1.2 the Investor may make further Subscriptions to a Fund up to and including the Closing Date;
- 3.1.3 the total Subscriptions made to a Fund by the Investor shall be the initial value of the Investor's Portfolio in that Fund; and
- 3.1.4 the Investor may not make any Subscription after the Closing Date.
- 3.2 The Investor may make a withdrawal of his/her Portfolio, or terminate the Agreement, pursuant to Clause 14 below. In the case of there being excess Subscriptions to a Fund which are not, in the Fund Manager's view, capable of being invested appropriately in accordance with the Investment Objective and the Investment Restrictions within the Initial Period, the Investor shall be deemed to have instructed the Fund Manager to make a partial withdrawal from that Fund immediately prior to the end of the Initial Period, such that the Fund thereafter has at least 100% of the Subscriptions to the Fund invested as at the end of the Initial Period and (unless the Fund Manager, at its discretion, determines to return such excess Subscriptions) to have instructed the Fund Manager to treat such sums withdrawn as new Subscriptions to a subsequent fund as determined by the Fund Manager and notified by the Fund Manager to the Investor (such instructions shall be subject to any such further instructions as are set out in the Investor's Application Form or as agreed with the Investor). The Investor's Application Form to subscribe to a Fund shall be deemed to be an Application Form, repeated in similar terms, for any subsequent fund to which excess Subscriptions are diverted pursuant to the terms of this clause.
- 3.3 Subscriptions received shall be deposited in a client account, held in accordance with the FCA client money rules.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

4. Services

- 4.1 The Fund Manager will manage the Fund as from the receipt of each Application Form, and minimum aggregate total subscriptions of £500,000 being invested in the Fund (or such other amount as determined in the Fund Manager's discretion in accordance with the Information Memorandum) on the terms set out in this Agreement. The Fund Manager will exercise all discretionary powers in relation to the selection of, or exercising rights relating to, Investments of a Fund on the terms set out in this Agreement. The Fund Manager will also arrange for the Custodian to provide safe custody services in relation to Portfolio investments and cash.
- 4.2 The Fund 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 its Services, the Fund Manager shall have regard to, and shall comply with, the Investment Objective and the Investment Restrictions.
- 5.2 In performing its Services, the Fund Manager shall at all times have regard to:
- 5.2.1 the need for a Fund to attract the Tax Advantages; and
- 5.2.2 all applicable laws.
- 5.3 The Fund Manager reserves the right to return a small surplus of cash if it concludes that it cannot be properly invested for the Investor and it considers this to be in the best interests of the Investor having regard to availability of SEIS Relief for the Investor.
- 5.4 In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 14.1, the cash proceeds of realised SEIS Investments may be placed on deposit (in an interest bearing client account) or invested in government securities or in other investments of a similar risk profile. Any interest paid on such deposits will be payable to the Investor.

6. Terms applicable to dealing

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

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

6.6 Any option which the Fund Manager has to subscribe for shares in any Investee Company in which the Fund has invested shall not be capable of assignment except to an employee of the Fund Manager within three years from the date on which the Investment is made.

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

6.8 The Investor acknowledges that, where there are a number of closes of the Fund, the Fund Manager may, at its absolute discretion, invest into Investee Companies as opportunities arise on a discretionary basis. As a result, the Investor understands and accepts that this may mean, as an investor in the Fund, they may not participate in all of the investments made by the Fund.

7. Reports and information

7.1 The Fund Manager shall 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.

7.2 The Fund Manager shall provide the Investor with a periodic statement once every six months in respect of each Fund. The Investor may request in writing that the Fund Manager provide a periodic statement every three months.

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

8. Fees and expenses

The Fund Manager shall receive fees for its Services, and reimbursements of their costs and expenses, as set out in the Information Memorandum.

9. Management and Custodian obligations

9.1 The Fund Manager shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable it to provide the Services properly and efficiently, and in compliance with the FCA Rules.

9.2 Except as disclosed in any Memorandum issued in relation to a Fund and as otherwise provided in this Agreement (for example on early termination), the Fund Manager shall not take any action which may prejudice the tax position of the Investor insofar as it is aware of the relevant circumstances, and in particular which may prejudice obtaining the Tax Advantages for the Fund Investments.

9.3 The Custodian will deal with Investors' money and Shares in accordance with the client money and client asset regulations set out in the FCA Handbook. The Fund Manager may instruct the Custodian to hold Investors' un-invested cash in a client bank account pending investment. The Custodian will not pay interest on money held in its client bank account.

9.4 The Fund Manager will also appoint the Custodian to provide safe custody services in respect of Investors' Shares. A copy of the Custodian Agreement is available to Investors on written request.

9.5 Under the Custodian Agreement, the Custodian shall treat the Fund Manager, acting as agent for the Fund, as its client for the purposes of FCA Rules.

9.6 Assets held on behalf of the Fund, including investment certificates, will be registered in the name of the Custodian's nominee company.

9.7 The Fund Manager and the Custodian will, in accordance with legislation and regulations, keep records to show that each Investor is the beneficial owner of the relevant assets.

9.8 The Investors or the Fund Manager shall pay or reimburse the Custodian from time to time on demand for any transfer taxes payable upon transfers, exchanges or deliveries of securities made under the custodian agreement in accordance with the Information Memorandum.

9.9 The Investor authorises the Custodian to deduct from any cash received or credited to the Investor's account, any amount of taxes or levies required by any revenue or governmental authority for whatever reason in respect of the Investor's accounts.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

9.10 The Fund Manager shall have discretion to instruct the Custodian to exercise the voting and other rights attaching to the Investments comprising each Fund.

10. Obligations of the Investor

10.1 The Fund established by this Agreement is set up on the basis of the declaration made by the Investor which includes the following statements by the Investor:

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

10.1.2 the Investor agrees to notify the Fund Manager if any Investment by a Fund in any company is in a company with which the Investor is connected within sections 166, 167, 170 and 171 ITA 2007;

10.1.3 the Investor agrees to notify the Fund Manager if, within three years of the date of issue of shares, the Investor becomes connected with, or receives value from, an Investee Company which is an Investment;

10.1.4 the Investor agrees to provide the Custodian with his/her tax district, tax reference number and National Insurance number; and

10.1.5 the Investor confirms to the Custodian that the information stated in the Application Form in relation to him/her is true and accurate as at the date of this Agreement.

10.2 The Investor must immediately inform the Fund Manager in writing of any change of tax status, other material change in circumstance and any change in the information provided in the Application Form to which Clause 10.1 above refers.

10.3 The Investor must provide each of the Custodian and the Fund Manager with any information, which it reasonably requests for the purposes of managing a Fund pursuant to the terms of this Agreement.

11. Delegation and assignment

11.1 The Fund Manager may employ agents, including associates, to perform any administrative, custodial or ancillary services to assist the Fund 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 but otherwise shall have no liability in respect of such agents.

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

11.3 The Fund Manager may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to the Investor. This Agreement is personal to the Investor and the Investor may not assign it.

12. Potential conflicts of interest and disclosure

12.1 The Fund Manager may provide similar services or any other services whatsoever to any other customer and the Fund Manager 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 by the Fund Manager, the Fund Manager will use all reasonable endeavours to ensure fair treatment as between the Investor and other customers in compliance with the FCA Rules.

12.2 The Fund Manager has in place a conflicts of interest policy (the "Conflicts Policy") pursuant to the FCA Rules which sets out how it identifies and manages conflicts of interest. Set out in Schedule 2 is a summary of this policy.

13. Liability

13.1 The Fund Manager, and each of its appointed agents, will at all times act in good faith and with reasonable care and due diligence. Nothing in this Clause 13 shall exclude any duty or liability owed to the Investor under the FCA Rules.

13.2 The Fund Manager shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment Objectives and the Investment Restrictions or for other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Fund Manager or any of its employees.

13.3 The Custodian shall not be liable in the event of the insolvency of any bank with which any funds of the Custodian have been deposited, nor in the event of any restriction on the ability of the Custodian to withdraw funds from such bank for reasons which are beyond its reasonable control.

13.4 The Investor agrees to indemnify the Fund Manager and each of its appointed agents, from and against any and all direct liabilities, obligations, losses, damages, penalties, actions against the Fund Manager, judgements, suits against the Fund Manager, proper costs and expenses or disbursements which may be imposed on, incurred by or asserted against the Fund Manager or any of its appointed agents.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

- 13.5 The Fund Manager may be separately engaged by some of the unquoted companies that the Fund will invest in to assist those companies to raise finance. The Fund Manager will receive a fee from each such unquoted company for its services. Part of the Fund Manager's fee from such unquoted companies may therefore be calculated by reference to the amount that the Fund invests.
- 13.6 The Fund Manager gives no representations or warranty as to the performance of the Portfolio. SEIS Investments are high risk Investments, being Non Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. Investors should consider the suitability of investment in SEIS Investments carefully and note the risk warnings set out in the Information Memorandum.
- 13.7 If the Custodian should fail to deliver any necessary documents or to account for any Investments, the Fund Manager will take all reasonable steps on the Investor's behalf to recover such documents or Investments or any sums due or compensation in lieu thereof but subject thereto to the Fund Manager's general duty of good faith, shall not be liable for such failure.
- 13.8 In the event of any failure, interruption or delay in the performance of the Fund Manager's obligations resulting from acts, events or circumstances not reasonably within the Fund Manager's control (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; and acts of war, terrorism or civil unrest) the Fund Manager shall not be liable to the Investor for consequential loss in the value of, or failure to perform investment transactions for the account of, a Fund.
- 14.2.1 if a disposal of SEIS Qualifying Shares occurs that he/she may lose SEIS Relief in respect of them;
- 14.2.2 that it may not be practicable for the shares to be sold, in which case there may be a delay in completing the withdrawal. If it is practicable to effect, and the Investor decides to proceed with an early withdrawal, the Fund Manager will, unless the Investor otherwise requests, effect the withdrawal on the last business day of the month following that in which such decision is made;
- 14.2.3 that the requirement of the payment of a performance fee, as set out in the Information Memorandum shall survive any withdrawal; and
- 14.2.4 the Fund Manager has a lien over the Investor's Investment in respect of damages or accrued but unpaid fees and shall be entitled to dispose of all or any such investments in order to discharge the Investor's liability and to pay any balance to the Investor.
- 14.3 This Agreement shall automatically terminate following the withdrawal of the Investor's Investment in the Fund pursuant to clause 14.2 if:
- 14.4 the Fund Manager gives to the Investor not less than three months' written notice of its intention to terminate its role as Fund Manager under this Agreement;
- 14.4.1 the Fund Manager ceases to be appropriately authorised by the FCA or becomes insolvent; or
- 14.4.2 the Fund Manager is required to terminate this Agreement or cease providing the Services under the applicable law, the Fund Manager shall endeavour to make arrangements to transfer the Fund to another fund manager in which case that manager shall assume the role of the Fund Manager under this Agreement, failing which the Agreement shall terminate forthwith and, subject to Clause 15, the Investments in the Investor's Portfolio shall be transferred into the Investor's name or as the Investor may otherwise direct.

14. Termination

- 14.1 The Fund Manager shall set a date, which it shall notify to the Investor, on which a Fund will terminate. This is expected to be up to eight years after the Closing Date of that Fund. On termination of the Fund, all shares for the Investor's Portfolio in the Fund may be transferred, at the discretion of the Manager into the Investor's name or as the Investor may otherwise direct.
- 14.2 An investor may be permitted to make an early withdrawal of his/her investment from the Fund, provided that he/she does so in full. Early withdrawal will result in termination of this Agreement, in which case the Investor's investments (whether SEIS Qualifying Shares or cash) will be transferred to the investor's name, but the Investor should note the following:

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

15. Consequences of termination

- 15.1 On termination of this Agreement pursuant to Clause 14, the Fund Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.
- 15.2 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 that the Investor will pay fees, expenses and costs properly incurred by the Fund Manager and the Custodian up to and including the date of termination and payable under the terms of this Agreement.
- 15.3 On termination, the Fund 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 8 of this Agreement.

16. Risk warnings and further disclosures

- 16.1 Your attention is drawn to the Risk Warnings set out in the Information Memorandum.
- 16.2 The Fund Manager will not borrow money on behalf of Investors, nor lend securities or enter into stock lending or similar transactions. For the avoidance of doubt, the Qualifying Companies may borrow money or enter into similar transactions, subject to the Investment Objectives and Investment Restrictions of the Fund.
- 16.3 The Fund Manager cannot require Investors to add further monies to the Fund following the Subscription.
- 16.4 The Fund Manager will not use the Subscriptions to invest in warrants (unless such warrants are attached to SEIS qualifying shares), units in collective investment schemes or derivatives of any sort.

17. Confidential information

- 17.1 Neither the Fund Manager nor the Investor shall disclose to third parties or take into consideration information either:
- 17.1.1 the disclosure of which by it would be or might be a breach of duty or confidence to any other person; or
- 17.1.2 which comes to the notice of an employee, officer or agent of the Fund Manager but properly does not come to the actual notice of that party providing services under this Agreement.

17.2 The Fund Manager will at all times keep confidential all information acquired in consequence of the services, except for information which:

- 17.2.1 is in the public knowledge;
- 17.2.2 they may be entitled or bound to disclose under compulsion of law;
- 17.2.3 is requested by regulatory agencies;
- 17.2.4 is given to their professional advisers (including Origin Venture Partners Ltd) where reasonably necessary for the performance of their professional services; or
- 17.2.5 is authorised to be disclosed by the other party.

Parties shall use all reasonable endeavours to prevent any breach of this sub clause.

18. Complaints and compensation

- 18.1 The Fund Manager will establish procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available from the Fund Manager on request. Should an Investor have a complaint, they should contact the Fund Manager. If the Fund Manager cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer the complaint to the Financial Ombudsman Service.
- 18.2 The Fund Manager participates in the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000, which provides compensation to eligible investors in the event of a firm being unable to meet its customer liabilities. Payments under the protected investment business scheme are limited to a maximum of £85,000.

Further information is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

19. Notices, instructions and communications

- 19.1 Notices of instructions to the Fund Manager should be in writing and signed by the Investor, except as otherwise specifically indicated.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

19.2 The Fund 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.

19.3 All communications to the Investor shall be sent (whether postal or electronic) to the latest address notified by the Investor to the Fund Manager and shall be deemed to be received by the Investor on the second day after posting or on the day after dispatch in the case of electronic communication.

19.4 All communications by the Investor shall be made in writing in English to the Fund Manager, Symvan Capital, 140 Tabernacle Street, London EC2A 4SD.

19.5 Communications sent by the Investor will be deemed received only if actually received by the Fund Manager. The Fund Manager will not be liable for any delay or failure of delivery (for whatever reason) of any communication sent to the Investor.

20. Amendments

The Fund Manager may amend these terms and conditions in this Agreement by giving the Investor not less than ten business days' written notice. The Fund 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 SEIS Relief or in order to comply with the FCA Rules.

21. Data protection

All data, which the Investor provides to the Fund Manager, is held by the Fund Manager subject to the Data Protection Act 2018. The Investor agrees that the Fund Manager and the Custodian may pass personal data to each other and to other parties including Origin Venture Partners Ltd and an electronic identity verification tool (Lexis Nexis Solutions) insofar as is necessary in order for them to provide their services as set in this Agreement and to the FCA and any regulatory authority which regulates them and in accordance with all other applicable laws.

22. Entire agreement

This Agreement, together with the Application Form, comprise the entire agreement of the Fund Manager and the Investor relating to the provision of the Services.

23. Rights of third parties

Save for the provisions of Clause 13, which may be enforced by the other agents of the Fund Manager, 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.

24. 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.

25. 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.

Schedule 1:

Portfolio management policy

1. The Fund Manager will authorise investment in Investee Companies on the basis of the Investment Objectives and Investment Restrictions of the Fund.
2. The Fund Manager is aware that new shares in Investee Companies should be held for the SEIS Three Year Period to obtain the benefits of the SEIS.
3. The Fund Manager may look to exit an investment prior to the end of the SEIS Three Year Period if the growth of the investment has outperformed the market and covers any loss of tax benefit. It may also exit an investment in the event of a trade sale of the investment.
4. Once the SEIS Three Year Period has expired, the Fund Manager will use reasonable endeavours to liquidate the holdings with a view to maximising the return to the investor
5. Investments in Investee Companies that remain unquoted will be evaluated and valued by the Fund Manager.

APPENDIX 1 – INVESTMENT MANAGEMENT AGREEMENT

Schedule 2:

Policies to govern conflicts of interest

The Fund Manager has produced a policy to manage effectively the conflicts of interest that may arise from its business as required by the rules and guidance contained in chapter 10 of the Senior Management Arrangements, Systems and Controls rules issued by the FCA (“SYSC”). The policy has been reviewed and approved by the Fund Manager and is subject to monitoring by the Fund Manager.

Under SYSC, the Fund Manager is required to take all reasonable steps to identify conflicts of interest between:

The Fund Manager, including its employees and contracted consultants, or any person directly or indirectly linked to them by control, and a client of the Fund Manager; or one client of the Fund Manager and another client.

The Fund Manager further believes that it should identify any conflicts that may arise in other situations including between the Fund Manager and any of its shareholders. Where the Fund 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 Investors. A copy of the Fund Manager’s “conflict of interests” policy is available upon request.

Schedule 3:

Execution policy

Execution factors and execution criteria:

The Fund Manager has an obligation when executing orders on behalf of Investors to obtain the best possible outcome. The FCA requires various execution factors to be taken into account including price; cost; speed; market impact; likelihood of execution and settlement; size; or any other consideration relevant to the execution of the order. Price will ordinarily merit a high relative importance in obtaining the best possible result. However, in some circumstances, the Fund Manager may appropriately determine that other execution factors are more important than price in obtaining the best possible execution result.

The Fund Manager will determine the relative importance of the execution factors by using its commercial judgment and experience in light of market information available and taking into account the execution criteria. The execution criteria are defined as the characteristics of the client, order (orders placed in the market will indicate a price range that is suitable for the investment decision), type of financial instrument (some shares are more liquid than others, and illiquid shares will be less easily tradable in volume) and the execution venue.

The scope of activities undertaken by the Fund Manager does not currently include placing orders with brokers or dealers. Should the Fund Manager place orders with brokers or dealers for execution it will satisfy itself that the broker or dealer has arrangements in place to enable the Fund Manager to comply with its best execution obligations to its clients. Specific arrangements will be put in place such that brokers will confirm that they will treat the Fund Manager as a professional client and will therefore be obliged to provide best execution.

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Please contact the Fund Manager if you have any questions regarding the completion of the Application Form.

Procedure for Application

An application form for individual investors is attached to this Information Memorandum. Separate application forms are also available. Joint applications are not permitted. Applicants must complete the relevant Application Form and send it, together with their payment and money laundering verification, to:

Woodside Corporate Services Limited
4th Floor
50 Mark Lane
London EC3R 7QR

Method of Payment

Payment should be made by:

1. Cheque, payable to: WCSL SYMVAN IE SEIS CLIENT ACC

OR

2. Electronic bank transfer to:

Account: WCSL SYMVAN IE SEIS CLIENT ACCOUNT
Number: 24831145
Sort Code: 23-05-80
SWIFT: MYMBGB2L
IBAN: GB87MYMB23058024831145
Payment Ref: Surname and Initials

Payments by cheque should be drawn on an account in the name of the Investor. If this is not practicable and a cheque is drawn by a third party or is a building society cheque or bankers' draft, the Investor's name, address and date of birth should be written on the back of the cheque or bankers' draft and:

- a) if a building society cheque or bankers' draft is used, the building society or bank must also endorse on the cheque or draft the name and account number of the person whose account is being debited; or
- b) if a cheque is drawn by a third party, the Investor must ensure that either (1) an Adviser Certificate is provided; or (2) original/certified documentation is provided: one item from each of List A and List B (see below) is enclosed with the Application Form.

Money Laundering Verification

Each Application Form must be accompanied by:

EITHER

1. Adviser Certificate

Verification of the Applicant's identity may be provided by means of a "Confirmation of Verification of Identity" from a UK or European Economic Area financial institution (such as a bank or stockbroker) or other regulated person (such as a solicitor, accountant or appropriate financial adviser) who is required to comply with the Money Laundering Regulations 2017. The relevant financial institution or regulated person will be familiar with the requirements and the relevant form. A suitable form is contained in the Adviser Confirmation and Certificate on page 45.

OR

2. Original/certified documentation in the form of one item from List A **AND** one item from List B:

List A (Verification of Identity)

- Current signed passport
- Current UK Photo Driving Licence
- Firearms Certificate

List B (Verification of Address)

- Recent* utility bill (but not a mobile telephone bill)
- Recent* local authority tax bill
- Recent* bank or building society statement
- Recent* mortgage statement from a recognised lender

Notes:

Please send original (not passport or driving licence) or certified copies of the documents.

Copies must be certified as a true copy of the original by a UK lawyer, banker, authorised financial intermediary (e.g. financial adviser or an FCA authorised mortgage broker), accountant, teacher, doctor, minister of religion, postmaster or sub postmaster.

The person certifying the document should state that the copy is a true copy of the original, print their name, address, telephone number and profession and sign and date the copy.

*Recent means dated within the last three months.

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Minimum Subscription

The minimum individual subscription is £10,000, subject to the discretion of the Fund Manager. There is no maximum subscription, subject to the overall maximum fund size being reached. However, Investors should note that there are limits to the amount in respect of which the Investor may claim SEIS Reliefs, further details of which are set out in the Taxation Section of this Memorandum

Allocation of Applications

Applications will be dealt with on a first come first served basis and the Fund Manager reserves the right to accept or reject any application at its sole discretion.

Money Laundering Regulations

It is a condition that applications comply with the Money Laundering Regulations 2017. Both the Manager and the Custodian requires verification of identity from each Investor. Pending the provision of evidence satisfactory to the Custodian as to the identity of the Investor and/or any person on whose behalf the Investor appears to be acting, the Custodian and Manager may, in its absolute discretion, retain an Application Form lodged by an Investor and/ or the cheque or other remittance relating thereto. Verification of identity is required, which may result in delay in dealing with an application and in rejection of the application. The Custodian and Manager reserve the right, in its absolute discretion, to reject any application in respect of which it considers that, it has not received evidence of such identity satisfactory to it within a reasonable period. In the event of an application being rejected in any such circumstances, the Custodian and Manager reserve the right, in its absolute discretion, but shall have no obligation, to terminate any contract relating to or constituted by such Application Form (in which event the money payable or paid in respect of the application will be returned (without interest) to the account of the drawee bank from which such sums were originally debited). The submission of an Application Form will constitute an undertaking by the Investor to provide promptly to the Custodian and/or Manager such information as may be specified by it as being required for the purpose of the Money Laundering Regulations 2017.

Data Protection

By signing the Application Form, the Investor hereby confirms that the Investor consents to the use of their personal information as follows. Except as stated in Section 21 of the Investment Management Agreement (Appendix 2 of the Memorandum) neither the Custodian nor the Fund Manager will make the personal information provided by the Investor as part of the application to become an Investor in the Fund available to any person or entity outside either the Custodian or the Fund Manager without the Investor's consent. This personal information will be stored on the Custodian and the Fund Manager's database. This personal information may be used by the Fund Manager to send the Applicant details of new and existing products (including by email) unless the Investor notifies the Fund Manager in writing that it may not be used in this way. The Custodian and the Fund Manager are registered under the data protection laws of the United Kingdom.

APPLICATION FORM - SYMVAN INTERACTIVE ENTERTAINMENT SEIS FUND

Personal Details

Title:	<input type="text"/>		
Forenames:	<input type="text"/>		
Surname:	<input type="text"/>		
Date of birth:	<input type="text"/>		
Telephone:	<input type="text"/>		
Occupation:	<input type="text"/>		
National Insurance number:	<input type="text"/>		
Address (include dates):	<input type="text"/>		
Previous Address Required if at current Address for less than 3 years	<input type="text"/>		
Email:	<input type="text"/>		
Town & Country of birth:	<input type="text"/>	Nationality:	<input type="text"/>
Names of any relative(s) also making an application to the Scheme: (Includes spouse, parents, grandparents, children and grandchildren.)	<input type="text"/>		

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Country of Residence for Tax Purposes & related Taxpayer Identification Number (“TIN”) or equivalent

Please confirm if you are solely tax resident in the UK

Yes

No

If you ticked ‘Yes’, please proceed to the next section.

If you ticked ‘No’, please complete the following table indicating (i) where you are tax resident and (ii) your TIN for each country indicated.

If you are tax resident in more than three countries please use a separate sheet.

If a TIN is unavailable please provide the appropriate reason **A, B** or **C** where indicated below:

Reason A – The country where you are liable to pay tax does not issue TINs to its residents

Reason B – You are otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C – No TIN is required. (Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

	Country of tax residence	TIN	If no TIN available enter A, B or C
Country 1:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Country 2:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Country 3:	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

Country 1:	<input type="text"/>
Country 2:	<input type="text"/>
Country 3:	<input type="text"/>

Correspondence

Please indicate where you would like the original SEIS3 Certificates sent to (please tick).

Yourself

Adviser

Accountant

(please complete details below)

Please provide your Accountant’s details if you wish them to receive SEIS certificates.

Firm name

Contact

Telephone

Email

Address

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Investor Categorisation

I fall into the following category of eligible investor, as set out in the FCA's Conduct of Business Sourcebook (tick as applicable):

- Eligible counterparty Professional client
- Retail investor who has received advice (if applicable, the financial adviser should complete and sign below)

Or, as a person for whom suitability or appropriateness has been assessed (the financial adviser should complete and sign below):

- Certified high net worth investor Certified sophisticated investor
- Self-certified sophisticated investor Certified restricted investor

Adviser Details

Contact:	<input type="text"/>
Firm name:	<input type="text"/>
Email:	<input type="text"/>
Address:	<input type="text"/>
Telephone:	<input type="text"/>
Firm FCA number:	<input type="text"/>

Adviser Confirmation and Anti-Money Laundering Certificate

We confirm that the Investor is a customer of our firm. We certify that we have confirmed the identity of the Investor and verified the details given above on the basis of documents, data and information obtained from a reliable and independent source. We confirm the Investor is not a PEP (Politically Exposed Person). If a PEP we attach full supporting details. The evidence that we hold meets the standard required by The Money Laundering Regulations 2017 and set out within the guidance for the UK financial sector issued by the Joint Money Laundering Steering Group. We certify that we have obtained information on the purpose and intended nature of the Investor's proposed investment in the Symvan Interactive Entertainment SEIS Fund and we are satisfied that this investment is being made for bona fide legitimate purposes and not to conceal the proceeds of crime.

We confirm that (tick as applicable)

- We have advised the Investor named above on their proposed investment in the Symvan Interactive Entertainment SEIS Fund, and that we have satisfied the criteria in COBS 9 of the FCA Handbook

or

- We have reviewed the appropriateness of the proposed investment in the Symvan Interactive Entertainment SEIS Fund for the Investor named above and have complied with the rules in COBS 10 of the FCA Handbook or equivalent requirements.

We consent to Symvan Capital Limited and Woodside Corporate Services Limited relying on this Certificate.

Signature of
Adviser:

Print name:

Date:

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Identification

If an adviser has not provided a Certificate of Verification of Identity, please enclose a certified copy of 2 pieces of identity - one from list A below and one from list B below.

Copies must be certified as a true copy of the original document with confirmation that the photograph is a likeness. Documents may be certified by a professional authorised to sign such documents e.g. solicitor with a current UK practicing certificate, a qualified accountant or an FCA authorised individual.

List A – Verification of identity (must be current, valid and have at least 6 months left to run)

- Current signed passport
- Current UK Photo Driving Licence
- Firearms Certificate

List B – Verification of address

- Recent* utility bill (but not a mobile telephone bill)
- Recent* local authority tax bill
- Recent* bank or building society statement
- Recent* mortgage statement from a recognised lender

Notes:

Please send original (not passport or driving licence) or certified copies of the documents.

Copies must be certified as a true copy of the original by a UK lawyer, banker, authorised financial intermediary (e.g. financial adviser or an FCA authorised mortgage broker), accountant, teacher, doctor, minister of religion, postmaster or sub postmaster.

The person certifying the document should state that the copy is a true copy of the original, print their name, address, telephone number and profession and sign and date the copy.

*Recent means dated within the last three months.

Subscriptions to the Fund

Total Subscription	<input type="text" value="£"/>	(minimum £10,000 unless otherwise agreed by Fund Manager)
Please indicate how you will pay your single subscription	<i>Transfer details:</i>	
<input type="checkbox"/> By cheque	<input type="checkbox"/> By bank transfer	Bank Name: Metro Bank PLC
Cheques payable to: WCSL SYMVAN IE SEIS CLIENT ACC	Payment Reference: Surname and Initials	Account Name: WCSL SYMVAN IE SEIS CLIENT ACC
	Number: 24831145	Sort Code: 23-05-80
	SWIFT: MYMBGB2L	IBAN: GB87MYMB23058024831145

Bank Account Details

Please provide details of the bank account to which you would like any distributions credited. Where the account is in the name of a third party it will be necessary to identify that person for anti-money laundering purposes.

Account Name:	<input type="text"/>
Account Number:	<input type="text"/>
Sort Code:	<input type="text"/>
Bank Name:	<input type="text"/>

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Cancellation Rights

There is a limited period during which you have the right to cancel your investment. If you wish to exercise this right to cancel, you must notify the Receiving Agent (Woodside Corporate Services Limited, 4th Floor, 50 Mark Lane, London, EC3R 7QR) in writing within 14 days of their written acknowledgment of your application.

Investment Reporting

The Fund Manager will provide you with a periodic statement every 6 months, as detailed in the Information Memorandum.

Data Protection

By providing personal information as part of your application and by signing this Application Form, you hereby confirm that you consent to the use of your personal information.

Please note the Fund Manager is registered under the Data Protection Act 2018. All data which you provide to the Receiving Agent and Custodian, the Fund Manager, the Investment Adviser and your authorised financial adviser (as appropriate) will be held by the relevant party subject to the Data Protection Act 2018.

The relevant parties will pass your personal data to each other and to other parties insofar as is necessary in order for them to provide their services as set out in this agreement and to the FCA and any regulatory authority which regulates them and in accordance with all other applicable laws.

Please indicate if your personal information may be used by the Fund Manager to send you details of new and existing products (including by email). Your permission may be withdrawn at any time by notifying the relevant organisation in writing that it may no longer be used in this way.

Yes

No

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Declaration / Terms & Conditions

1. I wish to invest the amount entered in the Total Subscription box in the Application Form in the Symvan Interactive Entertainment SEIS Fund (the “Fund”) subject to the terms set out in the Investment Management Agreement in Appendix 2 of the Application Form and Anti-Money Laundering Certificate section of the Information Memorandum. In relation to my investment in the Fund, I appoint Symvan Capital Limited to be the Fund Manager on the terms set out in the Investment Management Agreement.
2. I wish to seek SEIS tax reliefs for my investment.
3. I am applying on my own behalf.
4. I agree to notify the Fund Manager if any investment is made in a Company with which I am connected, as defined in Sections 166, 167, 170 and 171 of the Income and Taxes Act 2007 (ITA 2007).
5. I agree to notify the Fund Manager if I become connected with a Investee Company or receive any monetary value from such Investee Company.
6. I have read the Information Memorandum and the Investment Management Agreement.
7. I have understood and agree to be bound as a party to the terms of the Investment Management Agreement and authorise the Fund Manager to enter into a Custodian Agreement on my behalf.
8. I have read and agree to be bound by the Custodians Terms and Conditions.
9. I acknowledge and accept that the Fund Manager has discretion to apportion my Subscriptions between Portfolio Companies which are Qualifying Companies for SEIS purposes.
10. I have read this Application Form and I confirm that I have provided information on my personal and financial circumstances which is true and accurate at the date of this Application Form.
11. I confirm that such information will be true and accurate at the date upon which this Application Form is accepted by the Fund Manager. I understand that the Fund Manager may decline to act on my behalf in the event that the information provided is incomplete.
12. I confirm that I as the underlying investor and/or my independent financial adviser, have read the risks described in the Information Memorandum and I am aware that this is a high risk investment as the underlying investments are illiquid and that I may not get all, or any of my initial investment back.
13. I will notify the Fund Manager and Custodian within 30 days of any change to the information provided in this Application Form including to my tax residency status or to my personal and financial circumstances to an extent that it may impact upon the appropriateness for me of investing in the Fund or causes the information contained herein to become incorrect or incomplete, and to provide the Custodian with a suitably updated self-certification and declaration within 90 days of such change in circumstances.
14. I acknowledge that the information contained in this form may be provided to HMRC and exchanged with tax authorities of another country or countries in which I may be tax resident pursuant to intergovernmental agreements to exchange financial account information.
15. I consent to the Fund Manager and Custodian making appropriate enquiries as required by the Money Laundering Regulations and understand that this may include an electronic search through a credit or mutual reference agency which may retain a record of that search.
16. I have advised the Receiving Agent and Custodian if I am a person who is subject to professional rules preventing me from making investments in particular Qualifying Companies.
17. I consent to the Fund Manager’s dealing and best execution arrangements and provide my express consent that, on occasions when the Fund Manager passes an order to another party for execution, the counterparty may execute the trade outside a regulated market or exchange or multi-lateral trading facility and may not publish any unexecuted client limit orders.
18. I agree and acknowledge that where the Fund Manager is required by the FCA Rules to provide information to me, such information may be provided by means of the Fund Manager’s website should the Fund Manager so decide.
19. I acknowledge that my personal information will be used as set out in the Information Memorandum and Investment Management Agreement.
20. I acknowledge that the Fund Manager cannot control the timing of the issue of SEIS certificates and, depending on the timing also of the applications made to HMRC by the Portfolio Companies after investment by the Fund, any such certificates may not be available for distribution before the end of the relevant tax year.

APPENDIX 2 – APPLICATION FORM AND ANTI-MONEY LAUNDERING CERTIFICATE

Authorised Financial Adviser Charges

I hereby instruct the Fund Manager to set aside the amount as indicated below from my Investment Amount and to facilitate the payment to my authorised financial adviser on my behalf at the relevant time. Please insert the amount in details below.

Amount

£

(Figures)

Amount

(Words)

(Insert amount, which must be in pounds sterling and inclusive of VAT if any. If there is no adviser charge please state “nil” on both lines above)

By signing this Application Form, I also confirm that I understand that:

- The amount set aside from my investment in connection with the fees (if any) stated above will not be invested in the Fund and will not benefit from SEIS Relief;
- if my adviser’s fee includes VAT, I will remain liable for the VAT element, even where arrangements have been made to make and pay the deduction mentioned above; and
- any indication of illustrative possible returns stated and included in the Information Memorandum are based on amounts invested in the Fund after the setting aside of any such fees.

Authorised Financial Adviser’s Bank Details

Account Name:

Account Number:

Sort Code:

Bank Name:

Investor Signature

Signature of
Investor

Date:

Please send this completed Application Form and the identity documentation described to:

Woodside Corporate Services Limited
4th Floor
50 Mark Lane
London EC3R 7QR

CONTACTS

FUND MANAGER

Symvan Capital Limited

140 Tabernacle Street
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EC2A 4SD

info@symvancapital.com

INVESTMENT ADVISER

Origin Venture Partners Ltd

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