

(1) RIVER CAPITAL MANAGEMENT LIMITED

and

(2) THE INVESTOR

INVESTMENT MANAGEMENT AGREEMENT

River Capital EIS AI Fund

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This Investment Management Agreement (the “**Agreement**”) sets out the terms and conditions for the investment management regarding River Capital EIS AI Fund (the “**Fund**”) and on acceptance of the Investor’s Application Form by the Manager, will constitute a binding agreement between such Investor and the Manager from the date of such acceptance.

This Agreement is made between River Capital Management Limited (FRN:180891) (the **Manager**) and you (the “**Investor**”).

1 DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

“**Adviser**” means an FCA authorised and regulated independent financial adviser;

“**Affiliates**” means in relation to an undertaking, any other undertaking which is under common Control with such first-mentioned undertaking;

“**AI**” means artificial intelligence;

“**AIF**” means alternative investment fund pursuant to the AIFMD;

“**AIFMD**” means the UK Alternative Investment Fund Managers Regulations 2013;

“**Application Form**” means the application form in Appendix 3 of the Memorandum;

“**Best Execution Policy**” means the best execution policy of the Manager required by the FCA Rules and as amended by the Manager from time to time;

“**CASS**” means the client assets sourcebook in the FCA handbook;

“**CIS Order**” means the Financial Services and Markets Act 2000 (Collective Investment Schemes) Order 2001 as amended;

“**COBS**” means conduct of business sourcebook in the FCA handbook;

“**Conflict Policies**” has the definition given to it in Clause 13.1 of this Agreement;

“**Control**” means the power of a person or entity to secure (whether alone or with others, and whether directly or indirectly, and whether by the ownership (directly or indirectly) (legally or beneficially) of share capital, partnership interests, units or other interests, the possession of voting power, the control of the composition of an entity’s board of directors or equivalent, or otherwise) that the affairs of another entity are conducted in accordance with the wishes of the first mentioned person or entity, and “**Controlled**” shall be defined accordingly;

“**Custodian**” means Mainspring Nominees Limited;

“**Data Protection Legislation**” means all laws relating to data protection and privacy the protection and/or processing of personal data, the use, control, design, development or receipt of the benefit of any technology, process or information relating to artificial intelligence or similar concept, the right to privacy, information or network security or provision of data breach notifications which are from time to time applicable in any applicable jurisdiction, including (but not limited to): the Data Protection Act 2018, the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018 and supplemented by section 205(4) of the Data Protection Act 2018) and EU General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (together the

“GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2436), and all applicable national laws, regulations and secondary legislation, in each case as amended, replaced or updated from time to time, together with the guidance and codes of practice issued by the relevant data protection or supervisory authority applicable to the Manager;

“**EIS Provisions**” means the provisions of Part 5 ITA and sections 150 and 150 A, B and C and Schedule 5B of the Taxation and Chargeable Gains Act 1992 (in each case as inserted and/or amended from time to time by the FA);

“**EIS Qualifying Companies**” means companies satisfying the requirements of Chapter 4 of Part 5 Income Tax Act 2007;

“**EIS-Qualifying Investments**” means shares in an EIS Qualifying Company which meets the requirements described in Chapter 4 of Part 5 Income Tax Act 2007;

“**FA**” means the Finance Acts 1994 to 2022 inclusive (including the Finance (No 2) Act 2015 and the Finance (No.2) Act 2017);

“**FCA**” means the Financial Conduct Authority of the UK or any successor or replacement body;

“**FCA Rules**” means the rules made by the FCA as amended from time to time, including principles and evidential provisions;

“**FPO**” means Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (SI 2005/1529), as amended;

“**FSMA**” means the UK Financial Services and Markets Act 2000 (as in force at the date of this Agreement);

“**Investee Companies**” means EIS Qualifying Companies invested in by the Fund;

“**Investment**” means the EIS Qualifying Companies held for Investors;

“**Investment Objectives**” means the investment objectives as described in Clause 5.1.1 of this Agreement;

“**Investment Restrictions**” means the investment restrictions as described in Clause 5.1.2 of this Agreement;

“**IPEV Guidelines**” means the International Private Equity and Venture Capital Valuation guidelines;

“**ITA**” means the Income Tax Act 2007;

“**Memorandum**” means the Fund’s information memorandum dated **[insert date]**;

“**Nominee**” means Mainspring Nominees Limited;

“**North**” means England north of Cambridge and Wales;

“**Order Allocation Policy**” means the policy of the Manager relating to the execution of orders and decisions to deal on behalf of investors as required by the FCA Rules and as amended by the Manager from time to time;

“Portfolio” means cash and investments held for an investor;

“Proceeds” means proceeds of a sale of an Investment;

“PRIIPs KID” means the key information document providing basic pre-contractual information pursuant to the UK PRIIPs Regulation;

“SEIS Provisions” means the provisions of Part 5A ITA and sections 150 E, F and G and Schedule 5BB of the Taxation of Chargeable Gains Act 1992 (in each case as inserted and/or amended from time to time by the FA);

“(S)EIS Reliefs” means the reliefs in respect of income tax and capital gains tax available to certain subscribers of shares pursuant to either the SEIS Provisions or EIS Provisions;

“Subscriptions” means the Investor’s investment in the Fund;

“UK” means United Kingdom of Great Britain and Northern Ireland; and

“UK PRIIPS Regulation” means the retained EU law version of the PRIIPs Regulation (1286/2014).

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

2 INVESTING IN THE FUND

- 2.1 By signing the declaration contained in the Application Form, the Investor agrees to be bound by the terms and conditions of this Agreement.
- 2.2 The Investor hereby appoints the Manager, on the terms set out in this Agreement, to manage his/her cash and investments within the Fund collectively with those of other investors. The Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.
- 2.3 The Manager is authorised and regulated by the FCA for the conduct of designated investment business (FRN: 180891). The Manager is a party to this Agreement in its own right and as agent for and on behalf of the Nominee.
- 2.4 For the avoidance of doubt, as the Fund is an AIF, the Manager will, for regulatory purposes, treat the Fund as its client, rather than each underlying investor.
- 2.5 The Investor represents and warrants that:

- 2.5.1 he/she is an experienced investor in small to medium higher risk, unquoted companies and is suitably knowledgeable of the risks associated with non-readily realisable investments;
- 2.5.2 if an Investor has completed the Application Form with details of agreed Adviser charges to be facilitated, such Investor has been advised as to the suitability of participation in the Fund by his/ her Adviser;
- 2.5.3 he/she is one or more of the following:
- a) a professional client by reference to the client categorisation in the FCA Rules under COBS 3.5.1;
 - b) a client of an authorised firm, whereby such firm is regulated and authorised by the FCA, that will confirm that this investment is suitable for them within the meaning of COBS 4.7.8 (2) R;
 - c) an eligible counterparty within the meaning of COBS 3.6.1R;
 - d) a certified high net worth individual within the meaning of Article 48 FPO and self-certifies as such in the form set out in Schedule 5 Part I FPO;
 - e) a certified sophisticated investor within the meaning of Article 50 FPO and certifies as such in the form set out in Article 50(1) (b) FPO; and
 - f) a self-certified sophisticated investor within the meaning of Article 50A FPO and self-certifies as such in the form set out in Schedule 5 Part II FPO.
- 2.6 The Investor confirms that he/she is not seeking advice from the Manager on the merits of any investment in respect of the Fund. The Investor has the right to cancel this Agreement for a period of up to 14 calendar days from the day on which the Manager accepts the Investor's Application Form. If wishing to cancel, a cancellation form is available on request to the Manager and should be completed and returned in accordance with the instructions printed on it, so as to arrive at the offices of the Custodian not later than the 14th calendar day after acceptance. In the event of cancellation, the Manager will procure that the Investor will receive back from the Custodian his/her Subscription, net of the Custodian's reasonable processing costs within 28 calendar days after receipt of the completed cancellation form; and all further provisions of this Agreement shall cease thereupon to apply. Anti-money laundering regulations aim to prevent criminal property being used or disguised as legitimate wealth. The Custodian has a duty to comply with any applicable anti-money laundering provisions including the Proceeds of Crime Act 2002, Money Laundering and Terrorist Financing (Amendment) Regulations 2019 and the FCA Rules. The Custodian must, therefore, verify the Investor's identity, source of funds and report suspicious transactions to the appropriate enforcement agencies. If the Investor does not provide the identity verification information when requested by the Custodian, the Custodian may be unable to accept any instructions from the Investor or to comply with its obligations under this Investor Agreement in whole or in part.

3 SUBSCRIPTIONS

3.1 In respect of the Fund:

- 3.1.1 the Investor shall make a Subscription of not less than £25,000, or such lower amount as agreed by the Manager at its sole discretion, at the same time as submitting his or her Application Form to invest in the Fund; and

3.1.2 the Investor may apply to make further Subscriptions to the Fund over the lifetime of the Fund and those further Subscriptions may be accepted or rejected by the Manager in its sole discretion. The total Subscriptions made to the Fund by the Investor shall be the initial value of the Investor's Portfolio.

3.2 The Custodian shall deposit Subscriptions received in a client account pursuant to Clause 7 pending their investment.

4 SERVICES

4.1 Subject to Clause 7.3, the Manager will manage the Investor's Portfolio from the Subscription date onwards on the terms set out in this Agreement. The Manager will exercise all discretionary powers in relation to the selection of, or exercising rights relating to, Investments of the Investor's Portfolio on the terms set out in this Agreement.

4.2 On behalf of the Investor, the Manager has engaged the Custodian to provide custody and safe-keeping services.

4.3 The Manager shall not, however, except as expressly provided in this Agreement or unless otherwise authorised, have any authority to act on behalf of, or in respect of, the Investor or to act as the agent of the Investor.

5 INVESTMENT OBJECTIVES AND RESTRICTIONS

5.1 In performing its services, the Manager shall have regard to and shall comply with the Investment Objective and the Investment Restrictions as set out in this Clause 5.1.

5.1.1 Investment Objectives

- To offer a wide range of Investors the opportunity to invest in a diversified portfolio of AI, data science and machine learning venture capital investments in the North with high-growth potential, in order to provide them with capital to assist in and accelerate their growth. Companies who have a lot of data ("data-rich companies") and who do not currently use it but who are interested in AI, data science and machine learning venture capital shall also be in scope.
- Up to 20% over all amounts raised during all closes since launch before fees, may be invested in companies the rest of the UK, i.e. outside of the North. Accordingly, this means that some closes may invest more than 20% outside the North or AI companies
- Up to 20% over all amounts raised during all closes since launch before fees, may be invested in companies active in areas outside of AI, data science and machine learning or data rich companies that wish to go on an AI journey. Accordingly, this means that some closes may invest more than 20% outside the North or AI companies.
- AI, data science and machine learning and company in, the North shall be interpreted widely, such that if there is a reasonable reason whether a company qualifies, it shall be deemed to qualify. The Manager acting reasonably shall be the sole arbiter of whether a company qualifies.
- The Manager's aim is to manage the funds subscribed by Investors to produce capital gains within a period of three to seven years, whilst managing risk and to provide Investors with the tax advantages associated with EIS-Qualifying Investments.

5.1.2 Investment Restrictions

- Each Investment will be in a company into which the Manager has conducted appropriate due diligence in order to establish whether it meets the Fund's Investment Objectives and in respect of which the Manager subsequently decides to invest.
- In carrying out its duties under this Memorandum in respect of the Fund, regard shall be had, and all reasonable steps will be taken, by the Manager to comply with such policies or restrictions as are required in order to attract (S)EIS Reliefs and CGT Relief/Deferral due

to CGT Exemption as may be prescribed by HM Revenue & Customs from time to time in relation to the EIS Qualifying Companies.

- In particular, but without prejudice to the generality of the above statements, the criteria for the Fund are as follows:
 - so far as practicable, each Investment shall be in shares of an EIS Qualifying Company;
 - so far as is practicable, the Portfolio shall be fully invested (subject to cash retention to meet fees, costs and expenses); and
 - generally, the Manager reserves the right to return a small surplus of cash if it concludes that it cannot be properly invested for the Investor or considers it to be in the interests of the Investor, having regard to (S)EIS Reliefs for the Investor.
- The intention is to disinvest between approximately three and seven years after the final Investment in an Investee Company. In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 15 of this Agreement the cash proceeds of realised Investments will be distributed amongst the Investors in accordance with Clause 5.4 of this Agreement.

5.2 In performing its services, the Manager shall at all times have regard to:

5.2.1 the intention that Investment by the Fund attracts (S)EIS Reliefs; and

5.2.2 all applicable laws.

5.3 Generally, the Manager reserves the right to return uninvested cash if it concludes that it cannot be properly invested for the Investor and it considers it to be in the best interests of the Investor, having regard to availability of the (S)EIS Reliefs.

5.4 In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 15.1 of this Agreement, the cash proceeds of realised investments will be distributed amongst the investors in accordance with their interest in the Investments. For the avoidance of doubt, any proceeds shall be distributed subject to any deduction of fees as set out in Clause 9.1 of this Agreement.

6 TERMS APPLICABLE TO DEALING

6.1 In effecting transactions for the Fund, the Manager will act in accordance with the FCA Rules and its policies and procedures in force from time to time but without prejudice to the generality of the foregoing, as follows:

6.1.1 in relation to transactions in unquoted securities, deals are entered into on the best commercial terms in the circumstances; and, in either case, as the Manager considers to be in the best interests of the Fund. The Manager maintains an Order Allocation Policy and a Best Execution Policy with respect to the Fund and the transactions which it enters into in relation to the Fund. The Manager will provide hard copies to the Investor upon written request.

6.2 The Investor acknowledges that its Portfolio will be invested in a range of unlisted securities and there is generally no relevant market or exchange and consequent rules and customs, and there will be varying practices for different securities. Transactions in unlisted securities will be effected on the best commercial terms which can be secured by the Manager. In particular, the Investor agrees that the Manager may trade outside of a regulated market or multilateral trading facility, each as defined in the FCA Rules.

6.3 Subject to the FCA Rules and the Manager's policies and procedures in force from time to time, transactions for the Investor's Portfolio may be aggregated with those of other clients of the Manager, and of the Manager's employees and Affiliates and their employees. Investments

made pursuant to such transactions will be allocated in accordance with the FCA Rules and reasonable endeavours will be made to ensure that the aggregation will not disadvantage any individual investor, including the Investor, but the Investor acknowledges that the effect of aggregation may work on some occasions to the Investor's disadvantage.

- 6.4 Where transactions for the Investor are aggregated with transactions undertaken for other investors, the Manager shall have absolute discretion as to the number of shares in an Investee Company held as an Investment for the Fund allocated to the Investor, provided that investors shall not have fractions of shares. Minor rounding up or down may be allowed to prevent investors being deemed to be interested in fractions of shares and the aggregate of fraction entitlements may be held by the Custodian for the Manager, but the Investor will always be the beneficial owner of the shares allocated to him or her.
- 6.5 Certain categories of professional persons are required to be excluded from any Investments to which they or their employer are connected, for the purposes of prevailing EIS Provisions (ITA, sections 163, 166, 167, 168, 170 and 171). If this applies to the Investor in relation to a given potential Investment, his/her allocations of that Investment will be redistributed across all other investors as equitably as practically possible and an equivalent cash amount will be re-credited to such Investor's Portfolio.
- 6.6 The Manager will act with due skill, care and diligence in its choice and use of counterparties.
- 6.7 The Manager shall have no responsibility for the performance by any counterparty of its obligations in respect of transactions effected under this Agreement.
- 6.8 Proceeds will be credited to an Investor's Portfolio which has an interest in the relevant Investee Company and such Proceeds will be distributed to the Investor subject to the Fund being in receipt of the Proceeds in its bank account in cleared funds and subject to deduction of any fees due and payable by the Investor as set out in Clause 9.1.

7 CUSTODY ARRANGEMENTS

- 7.1 By signing the Application Form, the Investor consents to the Manager entering into an agreement with the Custodian to provide a custody and safe-keeping service:
 - 7.1.1 references to the Custodian in this Clause 7 (and in this Agreement generally) do not themselves create a contractual relationship between the Custodian and the Manager; and
 - 7.1.2 where such references define the role and function of the Custodian and are for any reason inconsistent with the provisions of the Custodian's agreement of business, then the Custodian's own agreement will prevail.
- 7.2 The Custodian will be responsible for the safe keeping of Investments and cash that comprise the Fund, including the settlement of transactions, collection of income and the effecting of other administrative actions in relation to the Investments.
- 7.3 Investments will be registered in the name of the Custodians' appointed Nominee on behalf of the Investor.
- 7.4 The Custodian will hold any title documents or documents evidencing title to the Investments.
- 7.5 Investments or title documents may not be lent to a third party and there may not be any borrowing against the security of the Investments or such documents.

- 7.6 An Investment may be realised in order to discharge an obligation of the Investor under this Agreement, for example in relation to the payment of any overdue fees, costs and expenses.
- 7.7 The Custodian will hold cash subscribed by the Investor in accordance with CASS. Such cash balance will be deposited with an authorised credit institution in a bank account (or accounts) opened and maintained in the name of the Custodian. The Custodian may debit or credit the Investor's account for all sums payable by the Manager or to the Manager or the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor).
- 7.8 The Custodian will hold the Investor's money pending investment using a segregated omnibus account which will have trust status and will be kept separate from any money belonging to the Custodian.
- 7.9 The Investor acknowledges that their investments will be registered in the name of the Nominee but will be held in trust by the Nominee for them and the Investor will remain the beneficial owner of the investments.
- 7.10 No interest will be paid on credit balances in the said bank account in accordance with the Custodian's agreement.

8 REPORTS AND INFORMATION

- 8.1 The Investor will be sent an electronic valuation report every 3 months, whereby such reporting frequency can be changed at the Manager's discretion subject to the FCA Rules and in accordance with the Custodian agreement. In addition, the Investor will receive a Portfolio report every six months, in April and October. Five years after an investment in an Investee Company, Portfolio reports will move to an annual basis each December. Reports will include a measure of performance (using IPEV Guidelines) in the later stages of the Fund, once valuations are available for the Investments.
- 8.2 Details of dividends which are received in respect of the Investments will be provided in respect of each tax year ending 5 April and appropriate statements sent to the Investor.
- 8.3 Contract notes will be provided for each transaction for the Investor's Portfolio which is of a type that conventionally generates a contract note. In other cases, the Manager will confirm to the Investor when a transaction has been entered into and the number of shares or securities under that transaction which have thereby been allocated to, or sold on behalf of, the Investor's Portfolio.

9 FEES AND EXPENSES

- 9.1 The Manager and the Custodian shall receive fees for their respective services, and reimbursements of costs and expenses, as set out in this Clause 9.1. The Manager is entitled to receive fees from the Investor's Portfolio in consideration of its services, as set out in Clause 9.1.

Manager fees			
Fee	Investor (without an Adviser)	Investor (introduced by an Adviser)	Description
Initial Charge	3%	2%	An initial fee as a percentage of the Subscription amount, will be charged by the Manager upon acceptance into the Fund. This fee is to cover all initial legal, professional and transaction costs.

Annual Management Charge (AMC)	2.0%	1.5%	An AMC as a percentage of the Subscription, will be charged and taken one year in advance for each year of the life of the Fund. This fee is to cover ongoing management of the Fund Portfolio and the costs of administering the Fund. In circumstances where there are insufficient funds available to meet the AMC, these will roll up and will be deducted at a later date when sufficient funds are available from the sale of shares in the Fund Portfolio.
Performance fee	20% of profits above a hurdle of 110% of the Subscription		In order to align interests between the Manager and the Investor, the Manager will be entitled to a performance fee of 20% of the profits above the hurdle rate of 110% of the Subscription.
Charges payable by the Investee Company			
A one-time arrangement fee of up to 3% of funds invested will be payable to the Manager by the Investee Companies upon Investment. An annual monitoring fee will be payable by an Investee Company at a rate of 2% of funds invested.			

Adviser & Custodian Fees			
Fee	Investor (without an Adviser)	Investor (with introduced by an Adviser)	Description
Adviser Initial Charges	n/a	Up to 3%	If an Investor requests that a payment be made to their Adviser for the advice they received, this will be deducted from the Investor's Subscription Amount and paid to their Adviser.
Adviser Annual Management Charge (AAMC) ¹³	n/a	Up to 1% for 4 years	If an Investor requests that a payment be made to their Adviser for the advice they received, this will be deducted from the Investor's Subscription Amount and paid to their Adviser.
Annual Custodian Fees	0.25%		An annual fee is charged quarterly in arrears which covers all Custodian and administration duties.
Custodian dealing charge	0.25% of funds paid by Investors on sale of shares	0.25% of funds paid by Investors on sale of shares	A 0.25% charge paid to the Custodian by the Investor upon each sale of shares in Investee Companies.
Fees payable to the Custodian may be deducted by the Custodian at source, upon presentation of an invoice to the Manager.			
To the extent that an Investor's funds remain uninvested (but above the 90% minimum), the Manager will use such funds to pay ongoing Fund charges, such as the AMC and Annual Custodian fees and any Investor-agreed ongoing Advisor remuneration. All fees and charges levied by the Fund are subject to VAT.			

10 MANAGEMENT AND ADMINISTRATION OBLIGATIONS

- 10.1 The Manager shall use its best endeavours to maintain all appropriate authorisations and permissions and to comply in all material respects with the FCA Rules.
- 10.2 Except as disclosed in the Memorandum and as otherwise provided in this Agreement (for example on early termination), the Manager will procure that the Custodian does not take any action which may prejudice the tax position of the Investor insofar as they are aware of the relevant circumstances, and in particular which may prejudice obtaining the (S)EIS Reliefs for the Fund's Investments in relation to the EIS Qualifying Companies.

11 OBLIGATIONS OF THE INVESTOR

- 11.1 The Investor's participation in the Fund shall be on the basis of the declarations and representations made by the Investor in his/her Application Form and further on the basis that he/she agrees to notify the Manager:
- 11.1.1 whether or not he/she wishes to seek (S)EIS Reliefs;
- 11.1.2 if any Investment by the Fund is in any company with which the Investor is connected within section 163 and sections 166 to 171 ITA, (in which case Clause 6.5 will apply at once);
- 11.1.3 if, within three years of the date of issue of shares to the Investor's Portfolio in a Qualifying Company or within three years of commencement of trade if later, the Investor becomes connected with the company or receives value from such company (in which case Clause 6.5 will apply at that time); and
- 11.1.4 of the Investor's tax district, tax reference number and National Insurance number.
- 11.2 The Investor confirms that the information stated in the Application Form in these (and all other) respects is true and accurate as at the date of this Agreement.
- 11.3 The Investor agrees immediately to inform the 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 11.1 above refers.
- 11.4 In addition, the Investor agrees to provide the Manager with any information, which it reasonably requests, for the purposes of managing the Fund pursuant to the terms of this Agreement.

12 DELEGATION AND ASSIGNMENT

- 12.1 The Manager may, where reasonable, employ agents, including Affiliates, to assist the Manager in performing its services under this Agreement, in which case the Manager will act with due skill in appointing and supervising such agents and Affiliates.

13 POTENTIAL CONFLICTS OF INTEREST AND DISCLOSURE

- 13.1 The Manager may provide similar services or any other services whatsoever to any other client and shall not in any circumstance be required to account to the Investor for any profits earned in connection therewith. Employees of the Manager may co-invest in the Fund, Co-investment may create conflicts of interest. So far as is deemed practicable the Manager will use all reasonable endeavours to ensure fair treatment as between the Investor, employees and other clients in compliance with the FCA Rules. The Manager has in place a conflict-of-interest policy

(the “**Conflict Policies**”) pursuant to the FCA Rules, which sets out how it identifies and manages conflicts of interest.

13.2 Under the respective Conflicts Policies, the Manager is required to take all reasonable steps to identify conflicts of interest between:

13.2.1 itself, including its employees and contracted consultants, or any person directly or indirectly linked to them by control, and a client of the Manager; or

13.2.2 one client of the Manager and another such client.

13.3 The Manager will take the appropriate steps should they identify any conflicts that may arise in other situations including between the Manager and any of its shareholders in accordance with the FCA Rules.

13.4 A copy of the Conflicts Policy can be obtained from the Manager upon request.

14 LIABILITY OF THE MANAGER

14.1 The Manager shall not be liable for any loss to the Investor arising from any investment decision made or advised 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 gross negligence or wilful default or fraud of the Manager, or of its Affiliates or any of their respective authorised representatives.

14.2 Subject to Clause 7, the Manager shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity which holds money, data, investments or documents of title for the Fund, other than such party which is its Associate.

14.3 In the event of any failure, interruption or delay in the performance of the Manager’s obligations resulting from acts, events or circumstances not reasonably within its control including but not limited to war, riot, civil commotion, terrorism or threat thereof, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Manager shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Investor. Notwithstanding the above, this indemnity is without prejudice to any rights which the Investor may have against the Manager pursuant to applicable law and the FCA Rules to the extent that such rights cannot be excluded or restricted as provided under this Agreement.

14.4 The Manager does not give any representations or warranty as to the performance of the Investor’s Portfolio. The Investor acknowledges that (S)EIS Investments are high-risk investments. There is a restricted market for such Investments and it may, therefore, be difficult or impossible to sell the Investments or to obtain reliable information about their value. The Investor undertakes that he/she has himself/herself considered the appropriateness of an investment into a company which satisfies the SEIS Provisions and/or EIS Provisions (“(S)EIS Qualifying Companies”) carefully and has noted the risk warnings set out in the Memorandum about the Fund. Notwithstanding the above, this indemnity is without prejudice to any rights which the Investor may have against the Custodian pursuant to applicable law and the FCA Rules to the extent that such rights cannot be excluded or restricted as provided under this Agreement.

15 TERMINATION

15.1 At all times subject to Manager’s consent and approval, upon termination of the Fund, all shares held in the Investor’s Portfolio will either be sold, and cash transferred to the Investor, in accordance with the distribution provisions set out in Clause 6.8, or the shares will be

transferred into the Investor's name or as the Investor may otherwise direct. The Manager reserves the right to extend any date set under this Clause 15.

15.2 The Investor may serve reasonable written notice on the Manager seeking to withdraw non-cash assets from the Investor's Portfolio in circumstances where this is sanctioned in accordance with the provisions of paragraph 2 of the Schedule to the CIS Order and as treated as amended by implication in accordance with prevailing EIS legislation enacted after the coming into force of the said CIS Order). In the case of a request to withdraw non-cash assets from the Investor's Portfolio the Investor is warned that, and accordingly acknowledges:

15.2.1 that he/she may lose (S)EIS Reliefs in (S)EIS Qualifying Companies where such a request to withdraw requires Investments to be sold; and

15.2.2 that it may not be practicable for the relevant shares to be immediately sold or transferred 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 Manager will, unless the Investor otherwise requests, effect the withdrawal (whether of cash, non-cash assets or both, or where the Investor's instruction to the Manager is to seek to realise non-cash assets for their cash value) on the last business day of the month following that in which such decision is made.

15.3 If the Manager gives to the Investor not less than three months' written notice of its intention to terminate its role as Manager under this Agreement, or the Manager ceases to be appropriately authorised by the FCA or becomes insolvent, then the Manager shall either (i) endeavour to make arrangements to transfer the Fund to an appropriately authorised and regulated discretionary investment manager in which case that discretionary investment manager shall assume the role of the Manager under this Agreement, or (ii) wind up the Fund. Should the Manager fail to either appoint another discretionary investment manager as set out in Clause 15.3 (i) or choose to wind up the Fund in Clause 15.3 (ii), this Agreement shall terminate forthwith and, subject to Clause 16, the Investments in the Investor's Portfolio shall be transferred into the Investor's name or as the Investor may otherwise direct. If the Custodian's terms of business are terminated, or otherwise in circumstances where there is no authorised custodian providing a custody and safekeeping service to the Investor, the Manager shall use reasonable endeavours to procure that an appropriately authorised and regulated custodian is appointed, failing which this Agreement shall terminate forthwith and, subject to Clause 16, the Investments in the Investor's Portfolio shall be transferred into the Investor's name or as the Investor may otherwise direct.

16 CONSEQUENCES OF TERMINATION

16.1 On termination of this Agreement pursuant to Clause 15, the Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.

16.2 Termination will not affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments save that the Investor's Portfolio will bear the cost of fees, expenses and costs properly incurred by the Manager or the Custodian up to and including the date of termination and payable under the terms of this Agreement.

16.3 On termination, the Manager may retain or realise such Investments as may be required to settle transactions already initiated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 9, the details of which are set out in Clause 9.1.

17 CONFIDENTIAL INFORMATION

- 17.1 None of the parties shall disclose to third parties information the disclosure of which by it would be or might be a breach of duty or confidence to any other person.
- 17.2 In performing this Agreement, the Manager shall not be required to make use of information which comes to the notice of its employees, officers or agents (or those of any of its Affiliates) unless this information has come to the actual notice of the individual employees, officers or agents whom the Manager specifically retained for the purposes of providing services under this Agreement to the Investor.
- 17.3 The Manager will at all times keep confidential information acquired in consequence of this Agreement, except for information which:
- 17.3.1 is public knowledge; or
 - 17.3.2 it may be entitled or bound to disclose under compulsion of law; or
 - 17.3.3 is required to be disclosed by regulatory agencies; or
 - 17.3.4 is given to its professional advisers where reasonably necessary for the performance of their professional services; or
 - 17.3.5 needs to be shared with the Custodian for the proper performance of this Agreement; or
 - 17.3.6 is shared between the Manager and Custodian in the performance of their respective duties under this Agreement; or
 - 17.3.7 is authorised to be disclosed by the Investor, provided that in making such disclosure the Manager, as the case may be, shall use all reasonable endeavours to prevent any breach of this Clause 17 through further or onward disclosure thereof.

18 COMPLAINTS AND COMPENSATION

- 18.1 The Manager has established procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available on request. Should the Investor have a complaint, he should contact the Manager in the first instance. If the Manager cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman can be contacted at: website: www.financial-ombudsman.org.uk, tel: 0800 023 4567.
- 18.2 The Manager participates in the Financial Services Compensation Scheme (FSCS), established under FSMA, which may provide compensation to eligible investors in the event of the failure of the firm. However, please note, should the Investee Companies fail, the Investor's investment is not covered by the FSCS. Payments under the designated investment business scheme are limited to a maximum of the first £85,000 of the claim. Further information is available on the FSCS website.

19 NOTICES, INSTRUCTIONS AND COMMUNICATIONS

- 19.1 Notices of instructions to the Manager should be in writing and signed by the Investor, except as otherwise specifically indicated.
- 19.2 The Manager may rely and act on any instruction or communication which purports to have been given by persons authorised to give instructions by the Investor under the Application

Form or subsequently notified by the Investor from time to time and, unless that relevant party receives written notice to the contrary, whether or not the authority of such person shall have been terminated.

20 AMENDMENTS

- 20.1 The Manager may 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 (S)EIS Reliefs (S)EIS Qualifying Companies or in order to comply with the FCA Rules, and the Investor shall be bound thereby.

21 DATA PROTECTION

- 21.1 All parties shall comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for purposes of the Data Protection Legislation, the Investor is the data subject and the Manager is the controller. All data which the Investor provides to the Manager, Custodian and all the companies within the groups is held by that party subject to the Data Protection Legislation.

22 ENTIRE AGREEMENT

- 22.1 This Agreement, together with the Application Form, comprises the entire agreement in relation to the subject matter thereof.

23 RIGHTS OF THIRD PARTIES

- 23.1 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.

24 SEVERABILITY

- 24.1 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

- 25.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 25.2 Each of the parties to this Agreement irrevocably agrees that (save as provided in this Agreement) the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement (respectively "Proceedings" and "Disputes") and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 25.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes (including non-contractual disputes or claims) and agrees not to claim that the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes and further irrevocably agrees that a judgment in any Proceedings or Dispute brought in any court referred to in this Clause 25 shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction.

26 ACKNOWLEDGEMENT

- 26.1 The Investor confirms that he/she is 18 years of age or older, and personally possesses sufficient knowledge, experience and expertise in financial and business matters (including experience with investments of a similar nature to an investment in the Fund) to be capable of evaluating the merits and risks of a Subscription in the Fund.

27 AGREEMENTS

- 27.1 The Investor hereby agrees that any term or provision of this Agreement, Application Form and Memorandum which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Application Pack or affecting the validity or enforceability of any of the terms or provisions of this Agreement, Application Form & Memorandum in any other jurisdiction. Whilst the Manager, Custodian and the Nominee will comply with CASS, the Manager, Custodian and the Nominee shall not be liable in the event of an insolvency of any bank with which any funds held by them on behalf of the Fund have been deposited nor in the event of any restriction on their ability to withdraw funds from such bank for reasons which are beyond their control. The Investor confirms that it:

27.1.1 has read the Memorandum, Custodian Agreement and this Agreement and has understood and agrees to be bound as a party to the terms of this Agreement and authorises the Manager to enter into agreements with the Custodian on its behalf;

27.1.2 will notify the Manager if it is connected for the purposes of the EIS Provisions (ITA sections 163 and 166, 167, 168, 170 and 171) with any company in which the Fund invests its Portfolio;

27.1.3 will notify the Manager if, within three years of the date of issue of shares by an (S)EIS Qualifying Company which are allotted to its Portfolio, it becomes connected with the (S)EIS Qualifying Company or receive value from that company (as set out in sections 221 and 222 ITA); and

27.1.4 acknowledges that in compliance with the FCA rules, any verbal or written communications by whatever medium relating to the Fund may be recorded, monitored and retained by the Manager and/or the Custodian pursuant to and in accordance with applicable rules and regulations.

28 ADVISERS' FEES (ONLY APPLICABLE IF ADVICE RECEIVED FROM AN ADVISER)

- 28.1 The information below will not be applicable to investors who invest through an Adviser and have agreed to pay fees directly to the Adviser. Subject to express instruction of an Investor, arrangements will be made to pay on the Investor's behalf such one-off advisory fees as the Investor and his Adviser agree (and notify on the Application Form) represents the cost to the Investor of the advice he or she received in relation to the making of this Application. This Adviser fee will be deducted from Subscriptions and as such will reduce the amount of tax reliefs available to the Investor.

29 INVESTOR DECLARATION

- 29.1 The Investor has read and understood the PRIIPs KID document.
- 29.2 The Investor agrees that no communication by the Manager relating to the performance of its duties under this Agreement shall be considered a "real-time communication" as defined in the FPO.

- 29.3 The Investor consents to the Manager providing an electronic copy of this Agreement and the Custodian agreements to it.
- 29.4 The Investor confirms that it has read, understood and agreed with the Memorandum, Application Form, the Custodian's agreement and this Agreement, which is the binding contract with the Investor, and gives the confirmations and consents therein.
- 29.5 The Manager's privacy policy can be found on their website by clicking [here](#). It contains information on how the Manager collects, processes, stores and shares the Investor's data. It also explains why the Investor's data is collected and the many rights the Investor have regarding its personal data.

IN WITNESS whereof this Agreement has been executed as a deed and delivered by or on behalf of the parties hereto the day and year first above written

Executed as a deed by)
RIVER CAPITAL MANAGEMENT)
LIMITED acting by a director in the)
presence of:) Director

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
.....

Executed as a deed by)
.....)
acting by his/her Attorney in the presence) the Investor acting by his/her Attorney, River Capital
of:) Management Limited, acting by a director

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
.....