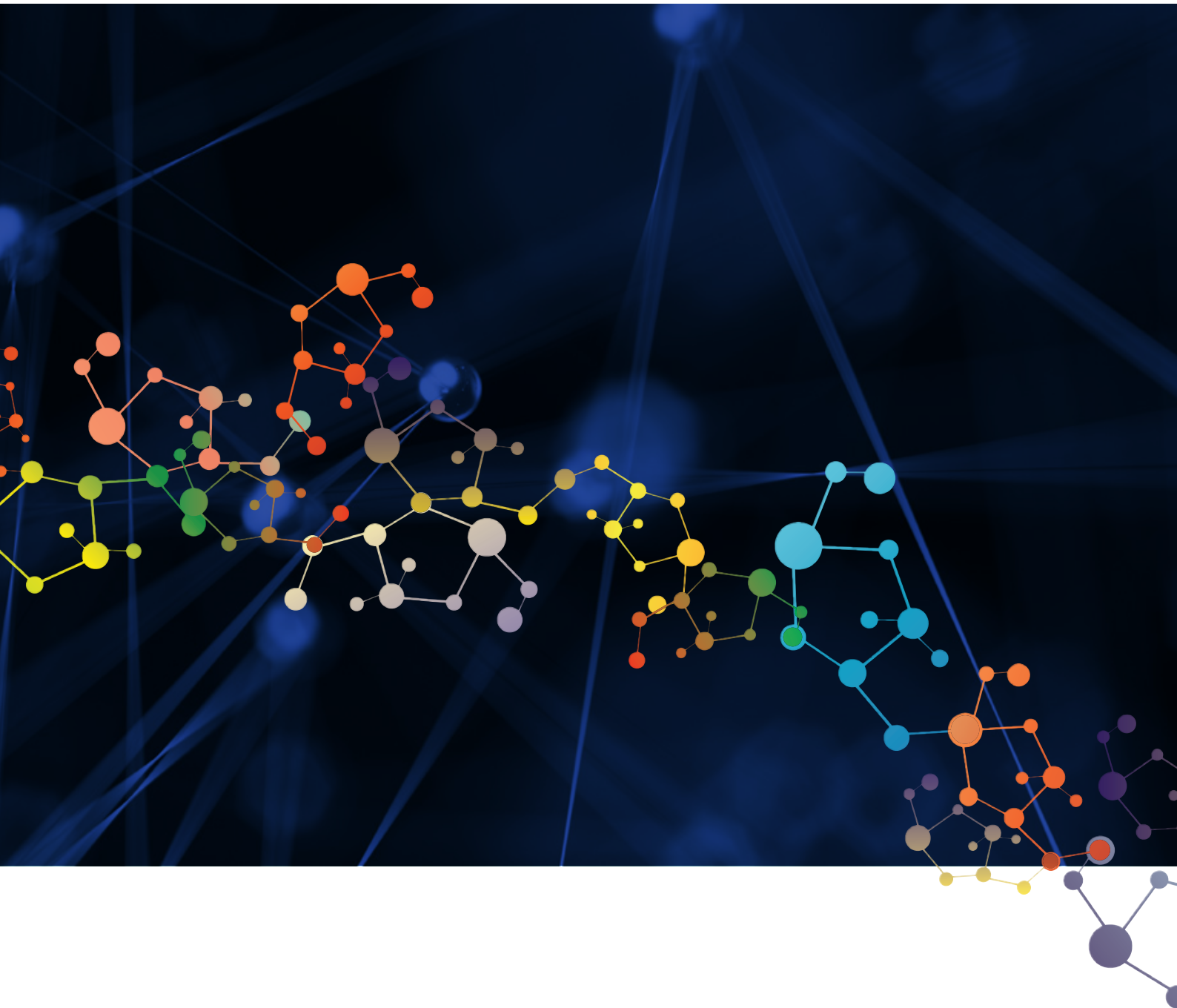


Fund Management :
Agreement and :
Application Pack :
for The OION Fund :

oion
EIS&
SEIS
FUND



Investing in knowledge...to fund the future

innovotec

oion
oxford investment opportunity network

TVIN
THAMES VALLEY INVESTMENT NETWORK

oei
oxford early investments

oion EIS& SEIS FUND

Fund Management Agreement

If any person is unclear as to any of these terms he or she should take independent advice

innvotec

Innvotec Limited is authorised and regulated by the Financial Conduct Authority as a small authorised UK Alternative Investment Fund Manager (FRN 122365)

TERMS OF THE FUND MANAGEMENT AGREEMENT

This Fund Management Agreement (the “Agreement”) sets out the agreement between the Fund Manager “Innvotec” and the Investor to constitute and manage the OION Fund.

Acceptance of a signed Application Form will constitute a binding agreement between the Investor and the Fund Manager on the terms set out in this Appendix.

1. Definitions, Construction and Interpretation

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

- **“Applicable Investor”** means (i) professional clients; (ii) retail clients who confirm that, in relation to investing in the Fund they will receive regulated investment advice or investment management services from an authorised person; (iii) retail clients who are venture capital or corporate finance contacts; (iv) retail clients who are certified or self-certify as sophisticated investors; (v) retail clients who are certified as high net worth investors; or (vi) retail clients who certify that they have not invested, and will not invest, more than 10% of their net investible financial assets in non-readily realizable securities;
- **“Applicable Laws”** all relevant UK laws, regulations and rules, including those of any government body or of the FCA;
- **“Annual Management Fee”** the Annual Management Fee payable to the Fund Manager as set out in the Fund Management Agreement and Information Memorandum;
- **“Application Form”** an application form to invest in the Fund completed by the Investor in the form provided by the Fund Manager;
- **“Associate”** in relation to the Fund Manager means any holding company of the Fund Manager or any subsidiary of the Fund Manager or any such holding company, construing the expressions “holding company” and “subsidiary” in accordance with section 736 of the Companies Act 2006;
- **“CASS RULES”** means the Client Asset Sourcebook of the FCA;
- **“Closing Date”** in the case of the Fund the dates on which Subscriptions may be made by an Investor to the Fund, the first such date to be 31st March 2017 and thereafter on the normal quarter end date, in the case of an Investor the quarterly date on which Commitment to the Fund has been deemed to have been received;
- **“COBS Rules”** the Conduct of Business Sourcebook issued by the FCA;
- **“EIS”** the Enterprise Investment Scheme as set out in Part 5 of the Income Tax Act 2007;
- **“EIS Qualifying Company”** a company which is a qualifying company for the purpose of EIS;
- **“EIS Relief”** relief from income tax under EIS;
- **“Evergreen Fund or Evergreen Status”** the Fund has no definitive closing date. The Fund will have multiple closing dates, initially 31st March 2017 and at three-monthly periods thereafter until such time as the Fund Manager notifies the Investor with no less than three years notice that the Fund is to terminate;
- **“FCA”** the Financial Conduct Authority of 25 The North Colonnade, London E14 5HS;
- **“FCA Rules”** the rules contained in the FCA’s Handbook of Rules and Guidance as amended from time to time;
- **“Fund”** the OION Fund which involves a number of separate investment management arrangements for Investors, each being provided pursuant to an agreement in the form of this Agreement, with aggregation of deals for those arrangements for investment in SEIS and EIS Qualifying Companies;
- **“Fund Manager”** means Innvotec Limited, which is authorised and regulated by the FCA, or such other fund manager as may be appointed under Clause 15.3;
- **“HMRC”** HM Revenue & Customs in the UK;
- **“Information Memorandum”** the Information Memorandum relating to the Fund dated 1st October 2016;
- **“Initial Charge”** the initial charge, if any, payable by the Investor to the Fund Manager on acceptance of the Application Form;
- **“Initial Charges and Costs”** the initial charges and costs, if any, and as set out in the Information Memorandum which accrue to the account of the Investors or the Fund prior to the end of the Initial Period;
- **“Initial Period”** the period between the receipt and processing of the Investors Subscription and Application Pack and the next quarter date on or around which investments in portfolio companies are to be made;
- **“Innvotec”** means Innvotec Limited;
- **“Investee Company”** a company in which the Fund Manager makes an Investment;
- **“Investment”** an investment made by the Fund Manager in accordance with the Fund Management Agreement, as the Investor’s nominee, using the monies invested by the Investor in the Fund;
- **“Investment Objectives”** the investment objectives for the Fund as set out in the Information Memorandum;
- **“Investment Restrictions”** the investment

restrictions for the Fund as set out in the Information Memorandum;

- **“Investor”** a person whose Application Form is accepted by the Fund Manager and who so enters into this Agreement and becomes an investor in the Fund;
- **“Nominee”** Innvotec (Nominees) Limited (which is an Associate of the Fund Manager) whose trading address is Suite 310, Business Design Centre, 52 Upper Street Islington, London N1 0QH or such other nominee (which may be an Associate of the Fund Manager) as may be appointed by the Fund Manager from time to time to carry out safe custody and related services in relation to an Investor’s investment in the Fund and to be the registered holder of Investments;
- **“Non Readily Realizable Investment”** Investments which are not Readily Realizable Investments and 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 given there is no secondary market;
- **“OION”** Oxford Investment Opportunity Network Limited (registered in England and Wales under company number 7719853) whose registered address is Oxford Centre for Innovation, New Road, Oxford, OX1 1BY;
- **“OION Team”** relates to the senior employees of OION;
- **“Performance Fee”** the Performance Fee payable to the Fund Manager as set out in the Information Memorandum and calculated as described in more detail in Schedule 1 to this Agreement;
- **“PERG”** means the Perimeter Guidance Manual of the FCA;
- **“Portfolio”** the Investments which are beneficially owned by the Investor;
- **“Quarter”** the three month period ending 31st March, 30th June, 30th September and 31st December;
- **“Quarter Day”** the 1st January, 1st April, 1st July, and 1st October or such other day that is the first working day of the month;
- **“Readily Realizable Investment”** shall have the meaning set out in the FCA Rules;
- **“SEIS”** the Seed Enterprise Investment Scheme as set out in Chapter 4 of Part 5A of the Income Tax Act 2007;
- **“SEIS Qualifying Company”** a company which is a qualifying company for the purpose of SEIS;
- **“SEIS Relief”** relief from income tax under SEIS;
- **“Services”** the services provided under Clause 4 of this Agreement;
- **“Subscription”** a subscription to the Fund by the Investor pursuant to Clause 3 of this Agreement, also referred to as “Commitment”;

- **“Tax Advantages”** the various tax advantages, including SEIS and EIS Relief, arising from subscriptions for shares in SEIS and/or EIS Qualifying Companies;
 - **“Termination Date”** the date on which the Fund Manager determines to wind up the Fund and for which Investors will be given a minimum three years notice;
 - **“VAT”** Value added tax and references to “plus VAT” or “plus value added tax” are to any VAT applicable.
- 1.2 Words and expressions defined in 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.
 - 1.7 Right of Cancellation
 - If an Investor exercises his or her right to cancel, the amount of any Subscription paid will be returned to him or her less any charges the Fund Manager has already incurred for any service undertaken in accordance with the terms of this Agreement. The Fund Manager will endeavour to arrange the return of any such monies 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. If the Investor does not exercise this right to cancel within the requisite time period, the Investor will still be entitled to exercise his or her right under Clause 15.2 to terminate this Agreement, which is a separate right. The right to cancel under the FCA Rules does not give the Investor the right to cancel, terminate, or reverse any particular investment transaction executed for the account of the Investor before cancellation takes effect. The Investor acknowledges that investments are to be made on or close to the first Quarter Day following receipt of the Investor’s Application Form and, as such, investments could be made within the fourteen day cancellation period.

2. Investing in the Fund

- 2.1 This Agreement comes into force on the date that the Fund Manager accepts the Investor’s Application Form.
- 2.2 This Agreement enables the Investor to invest in the Fund in the quarter ending 31st March 2017 and thereafter at quarterly intervals. Commitment

received at the first close will be invested in the tax year to 5th April 2017. Commitment received post 5th April 2017 will be invested in the 2017/18 or subsequent year in line with the relevant quarterly closing date of the fund. N.b. investment carryback allowance will be available to investors, in line with their tax status, which may allow investment made in one year to be carried back for deductibility purposes to the previous tax year.

- 2.3 The Investor hereby appoints the Fund Manager to fulfill its role in managing the Investor's investment in the Fund and managing the Portfolio for the Investor with full discretion 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 FCA as a small authorised Alternative Investment Fund Manager. Its main business is acting as an early-stage "capital growth" fund manager. The Fund Manager is entered on the register of FCA authorised firms with firm reference number 122365. Its address is Suite 310, Business Design Centre, 52 Upper Street, Islington, N1 0QH.
- 2.5 The Investor may be classified as a Retail Client (as defined in the FCA Rules).
- 2.6 Following receipt of a completed Application Form, the Fund Manager will write to the Investor enclosing the Fund Manager's form of cancellation notice. If the Investor wishes to exercise his or her right to cancel, the Investor must notify the Fund Manager in writing within 14 days of receipt of that form, by sending it duly completed to the Fund Manager at the address in Clause 19. The Investor acknowledges Clause 1.7 to the extent that investment may be made within the fourteen day cancellation period.
- 2.7 The Investor confirms that he/she is not seeking advice from the Fund Manager on the merits of any investment into the Fund.
- 2.8 Anti-money laundering regulations aim to prevent criminal property being used or disguised as legitimate wealth. In order to satisfy these regulations a potential Investor or Investors may have to produce satisfactory evidence of their identity before the Fund Manager can do business with him or her, 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 Fund Manager may be unable to accept any instructions from them or provide them with any services. The Nominee is obliged to hold the Investor's investment monies until the Fund Manager has completed its money laundering checks to its satisfaction.

3. Subscriptions

- 3.1 If the Investor subscribes to the Fund:
 - (a) the Investor shall make a subscription of not less than £5,000 or amounts in excess thereof in multiples

of £1,000 at the same time as submitting his or her Application Form to invest in the Fund in the quarter;

- (b) the Investor may make further subscriptions to the Fund (in multiples of £1,000) up to and including the next quarter date. The total Subscriptions made to the Fund by the Investor shall be the initial value of the Investor's Portfolio for the Fund;

the Investor acknowledges that investments are made on or around the first normal quarter day which may be within the fourteen day cancellation period;

- (c) the Investor Subscription will be invested on or around the next quarter day after the Subscription proceeds and Application Form have been received and processed by the Manager, unless otherwise stated by the Investor;
- (d) the Investor directs the Fund Manager to release assets from its account to pay all Annual Management Fees and any Performance Fees as they fall due and payable;
- (e) an Investor may make Subscriptions to the Fund in more than one quarter;

- 3.2 The Investor may terminate the Agreement pursuant to Clause 15.2 below.

In the case of there being excess Subscriptions to the Fund which are not, in the Fund Manager's view, capable of being invested appropriately in accordance with the Investment Objectives 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 the Fund immediately prior to the end of the Initial Period less any initial charges and costs; such that the Fund thereafter has at least 50% of the Subscriptions invested as at the end of the Initial Period less any charges or costs, and the Fund Manager shall return such sums withdrawn to the Investor.

- 3.3 Subscriptions received shall, in accordance with Clause 7.7, be deposited in an account pending investment or release in accordance with this Agreement.
- 3.4 Split of fund Investment between SEIS and EIS qualifying companies.
 - (a) Each Investor's Commitment will be invested in a blend of SEIS and EIS Qualifying Companies in accordance with their investment wishes and as determined by their individual level of investment at each close in the fund, per the table below.

Investment Commitment Band	% Invested Into SEIS	% Invested Into EIS
£5,000 to £30,000	40%	60%
£30,000 to £50,000	30%	70%
£50,000 to £100,000	20%	80%
£100,000 to £1m	10%	90%

- (b) **Alternatively, the investor at his or her choosing may choose to invest in either;**
- A portfolio made up of entirely SEIS qualifying companies or
 - A portfolio made up of entirely EIS qualifying companies
- 3.5 The Manager will use its best endeavours to achieve the split of investment within the two schemes in line with the investor's wishes but and subject to prior agreement with the Investor reserves the right to redirect/vary such investment allocations in line with the best interests of the fund, and the available investment opportunities at the point of disbursement.

4. Services

- 4.1 The Fund Manager will manage the Fund as from the relevant quarterly Closing Dates 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 on the terms set out in this Agreement. The Fund Manager will also provide administration services in relation to the Fund and the Investments made.
- The Fund Manager will arrange for the Nominee to provide safe custody services in relation to Investments and cash. All cash will be held by the Nominee as client money (in accordance with the FCA Rules) until such time as it is invested in an Investee Company, released to the Investor or released to pay any of the Fund Manager's fees or charges due under this Agreement.
- 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.
- 4.3 The Fund Manager will manage Investments under the terms of this Agreement. The Fund Manager has not made, and will not make, any personal recommendation as to whether or not any person should subscribe to the Fund.

5. Investment Objectives and Restrictions

- 5.1 In performing its Services, the Fund Manager shall have regard to the Investment Objectives and shall comply with the Investment Restrictions.
- 5.2 In performing its Services, the Fund Manager shall at all times also have regard to:
- (a) the need for the Investments made by the Fund Manager to attract the SEIS and/or EIS Tax Advantages of the investors; and
 - (b) all Applicable Laws.
- 5.3 Generally, 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 and/or EIS Relief available to the Investor.

- 5.4 In the event of a gradual realization of Investments prior to termination of the Fund under Clause 15.1, the cash proceeds of any realized Investments may be placed on deposit or invested in government securities or in other investments of a similar risk profile.

6. Terms Applicable to Dealing

- 6.1 In effecting transactions for the Investor, the Fund Manager shall seek to achieve the best possible result for the Investor in accordance with the applicable requirements in the FCA Rules on best execution and the Fund Manager's best execution policy (the "Best Execution Obligations"), save where the Investor requires the Fund Manager to use a particular broker, counterparty or execution venue.
- 6.2 The Investor gives its consent to the Fund Manager's best execution policy as summarized in Schedule 3.
- 6.3 The Fund Manager may provide an update of the information disclosed about its best execution policy at any time by written notice to the Investor. Such an update shall only be required where there is a material change to the information already provided to the Investor that is relevant to a service being provided to the Investor.
- 6.4 The Investor acknowledges that any specific instructions given by the Investor to the Fund Manager in relation to the best execution of orders may prevent the Fund Manager from taking the steps it has designed and implemented in its best execution policy to obtain the best possible result for the execution of those orders in respect of the elements covered by those instructions.
- 6.5 The Investor gives his/her prior express consent to the Fund Manager executing orders outside a "regulated market" or a "multilateral trading facility" (as those terms are defined in the FCA Rules).
- 6.6 In effecting transactions, the Fund Manager acknowledges its duty to obtain best execution for its clients and confirms that it will seek to achieve best execution in accordance with its policy in this regard, as described in this Clause 6. The Investor also acknowledges and confirms his or her agreement to the Fund Manager dealing in securities for the Portfolio which will not be directly traded on a regulated market or a multilateral trading facility (as defined in the FCA Rules) at the time the Investment is made.
- 6.7 Where relevant, it is agreed that all transactions will be effected in accordance with the rules and regulations of the relevant market or exchange and the Fund Manager shall take all such steps as may be required or permitted by such rules and regulations and/or by good market practice. All transactions in

Investments will be subject to the rules and customs of the exchange or market and/or clearing house through which the transactions are executed and to all Applicable Laws so that:

- 6.7.1 if there is any conflict between the provisions of this Agreement and any such rules, customs or Applicable Laws, the latter shall prevail; and
- 6.7.2 action may be taken as thought fit in order to ensure compliance to any such rules, customs or Applicable Laws.

However, the Investor should be aware that the Portfolio will at the outset be invested in a range of unlisted shares or securities and, although some may be subsequently traded on AIM or such similar market there is generally no relevant market or exchange and consequent rules and customs and there will be varying practices for different shares or securities. Transactions in shares or securities will be effected on the best commercial terms that can be secured.

- 6.8 Subject to the FCA Rules, transactions for an Investor may be aggregated with those of other clients. In particular, but without prejudice to the generality of the foregoing, the transactions in Investments will be aggregated.

Investments made pursuant to such transactions will be allocated on a fair and reasonable basis in accordance with the FCA Rules and endeavours will be made to ensure that the aggregation will work to the advantage of each of the Investors, including the Investor, but the Investor should be aware that the effect of aggregation may work on some occasions to the Investor's disadvantage.

- 6.9 Where holdings in a portfolio company are aggregated to include other Investors in the Fund, the number of shares in an SEIS and/or EIS Qualifying Company held as an Investment for Investors in the Fund allocated to the Investor shall be calculated with reference to the proportion which the Investor's Subscription bears to the total Subscriptions by all Investors in the Fund, provided that Investors shall not have fractions of shares.

Entitlement to shares will be to the nearest whole share rounded down and the aggregate of fraction entitlements may be held by the Nominee for the Fund Manager. Alternatively, at the Fund Manager's discretion, minor variations to rounding down the share entitlement may be allowed to prevent Investors having fractions of shares but only in circumstances in which there can be minor variations.

If one or more of the investors in the Fund is an accountant, lawyer or other professional person who is subject to professional rules preventing him from making an investment in a particular SEIS or EIS Qualifying 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 the Fund shall not be increased.

- 6.10 Subject to both the FCA Rules and the Fund Manager's conflicts of interest policy (at Schedule 2 of this Agreement) the Fund Manager may make use of dealing commission in respect of deals undertaken for the Fund as may be disclosed to the Investor from time to time.
- 6.11 Subject to FCA Rules 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.

7. Custody

- 7.1 The Fund Manager will be responsible for the safe keeping of Investments and cash comprised in the Fund from time to time, including the settlement of transactions, collection of income and the effecting of other administrative actions in relation to the Investments. All cash will be held by the Nominee as Client Money (in accordance with FCA Rules) until such time as it is invested or released in accordance with this Agreement. The Fund Manager undertakes to be responsible for the safeguarding and administration of assets by the Nominee as if it were the Nominee itself.
- 7.2 Investments will be registered in the name of the Nominee as the Fund Manager's appointed nominee. All Investments will be beneficially owned by the Investor at all times but the Nominee will be the legal owner of the Investments. In the event of the insolvency of the Nominee, the Investments will not be appropriated as part of the insolvency proceedings affecting the Nominee.
- 7.3 The Nominee will hold any title documents or documents evidencing title to the Investments.
- 7.4 Neither the Fund Manager nor the Nominee may lend Investments or title documents to a third party and may not borrow against the security of the Investments or such documents.
- 7.5 The Fund Manager may realise an Investment in order to discharge an obligation of the Investor under the Agreement, for example in relation to the payment of fees or charges.
- 7.6 The Fund Manager has discretion to exercise any conversion, subscription, voting or other rights (such as may arise in takeover situations, other offers and capital reorganizations) relating to Investments held in the Portfolio.
- 7.7 The Fund Manager will hold the cash of the Fund in accordance with the Client Money Rules (CM Rules) of the FCA. The cash balance held for an Investor in the Fund (other than amounts which are deemed to be sizeable amounts and for which the Fund Manager arranges for them to be put on deposit in money market instruments in order to obtain a better rate of interest) will be deposited with an authorised

banking institution (a member of the Financial Services Compensation Scheme) in the United Kingdom in the name of the Nominee as the Fund Manager's appointed nominee "Innvotec (Nominees) Ltd OION" and with customer trust status.

The Investor is therefore protected under the terms of and subject to the conditions of the Financial Services Compensation Scheme, although this means that in the event of default of the authorised banking institution, if the sum held is in excess of the amount protected by this scheme and there is any unreconciled shortfall in the money held in the account, the Investor will share pro rata in that shortfall. The Fund Manager may give or direct the Nominee to give instructions to the relevant bank regarding such an account.

Interest on credit balances on such a client bank account is credited to the Investor. Details of the rates and other policies in relation to such accounts are available from the Fund Manager on request.

- 7.8 The Fund Manager may decide to cease to treat as client money any unclaimed cash of an Investor if there has been no movement in the balance in the bank account in a period of six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Fund Manager has taken reasonable steps to contact the Investor and return the balance.
- 7.9 By completing the Application Form, Investors will be deemed to have irrevocably agreed to the Nominee being appointed to exercise the powers and to carry out duties, on behalf of the Investors, in accordance with the provisions of this Clause 7.9, which are as follows:
 - 7.9.1 the function of the Nominee will be to exercise the powers and duties conferred upon it by the terms of this Agreement (including this Clause);
 - 7.9.2 the Nominee shall not be obliged to recognize the title of any person in whom an interest in shares in any Investee Company or any cash of the Fund shall have become vested unless a properly validated notice or evidence of that person's entitlement shall have been produced to the Nominee;
 - 7.9.3 the Nominee shall not be obliged to recognize any transfer or assignment of an interest in the shares of any Investee Company or any cash of the Fund unless such person shall have first agreed to enter into a transfer or assignment in a form approved by the Fund Manager which shall incorporate an undertaking that such person will be bound by the terms of this Clause;
 - 7.9.4 the Nominee will:
 - 7.9.4.1 be authorised to buy, sell, retain, convert, exchange or otherwise deal in the shares of an Investee Company in accordance with the articles of association of that company or any agreement entered into in connection with the subscription for the shares, and to deal with any rights relating to any share issue made or proposed by an Investee Company;

7.9.4.2 in the event that any money or monies worth in relation to Investment is received by the Nominee it shall pay such money or monies worth to the Investor subject to the legal obligations of the Nominee to make retentions for the payment of tax and/or charges and fees payable to the Fund Manager; and

7.9.4.3 be entitled to carry out such other acts and deeds which are in its reasonable opinion necessary or reasonably incidental to its appointment as Nominee.

7.10 The Fund Manager may at any time accept the resignation of, or remove the Nominee and appoint a new Nominee in its place.

7.11 The Nominee will act as custodian of the cash, Investments and other assets of the Fund. The Nominee will use reasonable care and skill in providing the services it is to provide.

The Fund Manager accepts the same level of responsibilities for the Nominee as it does for itself.

7.12 The Nominee shall not, in the absence of fraud, negligence, wilful default or breach of contract or the FCA Rules directly relating to such cost, expense or liability on the part of the Nominee or any delegate, be liable to any Investor for any act or omission in the course of or in connection with the proper provision of the services rendered by it hereunder or for any loss or damage which the Investor may sustain or suffer as a result of or in the course of the proper discharge by the Nominee or any delegate of its duties.

7.13 By completing the Application Form, each Investor agrees to indemnify the Nominee (in proportion to their respective interests in the Fund at the date of the claim to indemnity) from and against any and all direct liabilities, obligations, losses, damages, penalties, actions against the Nominee, judgments, suits against the Nominee, proper costs and expenses or disbursements (other than those resulting from the fraud, negligence, wilful default or breach of contract or the FCA Rules on the part of the Nominee) which may be imposed on incurred by or asserted against the Nominee in properly performing its obligations or duties in relation to any Investments, cash or other assets of the Fund.

7.14 The Investor or the Fund Manager shall pay or reimburse the Nominee from time to time on demand for any transfer taxes payable upon transfers, exchanges or deliveries of securities made by the Nominee in fulfillment of its duties as Nominee.

7.15 The Nominee is authorised by the Investor and the Fund Manager 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 account or Investments.

8. Reports and Information

8.1 The Fund Manager shall send the Investor a report relating to the Investor's Investments and cash in the Fund, complying with the FCA Rules, every six

months, in respect of the periods ending on or around 31 March and 30 September in each year. The Investor has the right to request provision of a periodic statement once every three months. In particular reports will include a measure of overall performance of the Fund in its later stages, once appropriate valuations are available for the Investments.

- 8.2 The Fund Manager will carry out a six monthly valuation of the Investments in accordance with the valuation guidelines published by the British Venture Capital Association and/or other similar organisations.
- 8.3 Details of any 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 in accordance with sections 234A (4) and (5) Income and Corporation Taxes Act 1988.
- 8.4 Contract notes or similar notification will be provided for each transaction for the Investor's Portfolio.
- 8.5 The Fund Manager shall, and shall procure that, the Nominee 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.
- 8.6 Any statements, reports or information so provided by the Fund Manager to the Investor will state the basis of any valuations of Investments provided.

9. Fees and Expenses

- 9.1 The Fund Manager shall receive charges and fees for its services as set out in the Information Memorandum and the Fund Management Agreement.
- 9.2 The Investor's attention is however drawn to the fact that the Investor may be required to pay other costs or fees or taxes as a result of the performance of this Agreement which are neither paid through, nor imposed by, the Fund Manager.

10. Management and Nominee obligations

- 10.1 The Fund Manager shall devote such time and attention and have (or shall have access to) all necessary competent personnel and equipment as may be required to enable it to provide its Services properly and efficiently, and in compliance with the FCA Rules.
- 10.2 Except as disclosed in any 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 Investments.

11. Obligations of the Investor

- 11.1 The Fund established by this Agreement is set up

on the basis of the declaration made by the Investor in his or her Application Form which includes the following statements by the investor in relation to his or her Portfolio of the Fund:

- (a) the fact as to whether or not the Investor wishes to seek SEIS and/or EIS Relief for the Investments;
- (b) agrees to notify the Fund Manager if any Investment by the Fund in any company is in a company, with which the Investor is connected within section 166, 167, 170 or 171 of the Income Tax Act 2007;
- (c) to notify the Fund Manager if, within three years of the date of issue of shares in an SEIS and/or EIS Qualifying Company which is an Investment, the Investor becomes so connected with the company or receives value from such company; and
- (d) the Investor provides the Fund Manager with his or her tax district, tax reference number and National insurance number.

The Investor confirms that the information stated in the Application Form in these (and all other) respects is true and accurate as at the date of this Agreement.

- 11.2 The Investor 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 11.1 above refers.
- 11.3 In addition, the Investor must provide the Fund Manager with any information which it reasonably requests for the purposes of managing the Fund pursuant to the terms of this Agreement.
- 11.4 The Investor confirms that he or she is an Applicable Investor.

12. Delegation and Assignment

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

13. Potential Conflicts of Interest and Disclosure

- 13.1 The Fund Manager shall maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to damage to the interests of the Investor.
- 13.2 In accordance with the FCA Rules, the Fund Manager has a written conflicts of interest policy which sets out the types of actual or potential conflicts of interest affecting the Fund Manager's business and provides details of how these conflicts are managed.
- 13.3 If a conflict of interest arises and, in the Fund

Manager's reasonable opinion, the Fund Manager's conflicts of interest policy is not sufficient to ensure with reasonable confidence that risks of damage to the interests of the Investor will be prevented in relation to that conflict, the Fund Manager shall provide specific details of such conflicts of interest to the Investor in a separate document.

- 13.4 The Fund Manager, and any Associate of the Fund Manager, may, without prior reference to the Investor, recommend and/or effect transactions in which it or an Associate has, directly or indirectly, a material interest or a relationship of any description with another party, which may involve a potential conflict with its duty to the Investor. The Fund Manager will ensure that the terms upon which such transactions are effected are not materially less favorable to the Investor than if the conflict or potential conflict had not existed.
- 13.5 Neither the Fund Manager, nor any Associate of the Fund Manager, shall be liable to account to the Investor for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transaction.
- 13.6 The Fund Manager will normally act as the agent of the Investor, who will, therefore, be bound by its actions under the Agreement.

To the extent that any fiduciary or equitable duties arise as a result of the services to be provided hereunder such duties shall not prevent or hinder the Fund Manager, or any Associate, in effecting transactions with or for the Investor.

14. Liability

- 14.1 The Fund Manager will at all times act in good faith and with reasonable care and due diligence. Nothing in this Clause 14 shall exclude any duty or liability owed to the Investor under the FCA Rules.
- 14.2 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 of its Associates or any of their respective employees.
- 14.3 Subject to Clause 6.6 and 12, the Fund Manager shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity that holds money, investments or documents of title for the Fund, other than such party which is an Associate of the Fund Manager.
- 14.4 In the event of any failure, interruption or delay in the performance by the Fund Manager of its obligations resulting from acts, events or circumstances not reasonably within its control including but not limited to acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Fund Manager shall

not be liable or have any responsibility of any kind to any loss or damage thereby incurred or suffered by the Investor.

- 14.5 The Fund Manager or its Associates may be separately engaged by some of the unquoted companies that the Fund will invest in to assist those companies to raise funds. If successful, the Fund Manager or its Associates may receive a fee from each such unquoted company for such services. The Fund Manager's fee from such unquoted companies may be calculated by reference to the amount that the Fund Manager raises on behalf of those companies.
- 14.6 The Fund Manager gives no representations or warranty as to the performance of the Portfolio. SEIS and/or EIS investments are high-risk investments, being Non Readily Realizable 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 and/or EIS investments carefully and note the risk warnings set out in the Information Memorandum.

15. Termination

The Fund is an "Evergreen Fund" and has no fixed or envisaged termination date.

- 15.1 The Fund Manager shall set a date, which it shall notify to the Investor, on which the Fund will terminate giving no less than three years written notice. In the case of an Investor's portfolio of holdings the intention is to exit all holdings between five and seven years after the relevant quarterly closing date. On termination of the Fund, any Investments in the Investor's Portfolio will either be sold and the cash transferred to the Investor and/or the shares will be transferred into the Investor's name or as the Investor may otherwise direct. Any cash of the Portfolio will be paid to the Investor subject to the deduction and retention by the Fund Manager of any charges or fees payable by the Investor.
- 15.2 The Investor may terminate this Agreement prior to termination of the Fund by giving written notice to the Fund Manager. The effect of termination by the Investor will be that the Investor's entire Portfolio will be withdrawn from the Fund and all of his or her Investments will be sold and cash transferred, but the Investor should note:
- (a) that he or she may lose SEIS and/or EIS Relief as appropriate in respect of them; and
 - (b) that it may not be practicable for the shares to be sold in which case there may be a delay of indeterminate length in completing the withdrawal;
 - (c) the amount for which the shares are capable of being sold may be substantially less than the amount invested on behalf of the Investor in acquiring such shares and may (depending on the circumstances) only be a nominal amount.

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.

- 15.3 If:
- (a) 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; or
 - (b) the Fund Manager ceases to be appropriately authorised by the FCA or becomes insolvent, the Fund Manager shall endeavour to make arrangements to transfer the funds to another fund manager in which case that fund manager shall assume the role of the Fund Manager under this Agreement, failing which the 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.
- 15.4 Provided neither Clause 15.2 nor 15.3 applies, this Agreement shall terminate when the Fund terminates.

16. Consequences of Termination

- 16.1 On termination of this Agreement pursuant to Clause 15, the Fund 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 will pay charges and fees to which the Fund Manager has become entitled up to and including the date of termination or becomes entitled to as a result of the termination and payable under the terms of this Agreement.
- 16.3 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 charges and fees payable under Clause 9 of this Agreement.

17. Confidential Information

- 17.1 Neither the Fund Manager nor the Investor shall disclose to third parties or take into consideration information either:
- (a) the disclosure of which by it would be or might be a breach of duty or confidence to any other person; or
 - (b) which comes to the notice of an employee, officer or agent of the Fund Manager or the Nominee or of any Associate but properly does not come to the actual notice of that party providing services under this Agreement.
- 17.2 The Fund Manager and the Nominee will at all times keep confidential all information acquired in

consequence of the Services, except for information which:

- (a) is in the public knowledge; or
- (b) they may be entitled or bound to disclose under compulsion of law; or
- (c) is requested by regulatory agencies; or
- (d) is given to their professional advisers where reasonably necessary for the performance of their professional services; or
- (e) is necessary to disclose to the Nominee to enable the Nominee to perform its obligations in relation to the Portfolio or the Investments of the Fund; or
- (f) is authorised to be disclosed by the other party and shall use all reasonable endeavours to prevent any breach of this Clause.

18. Complaints and Compensation

- 18.1 The Fund Manager has established 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 is entitled to refer it to the Financial Ombudsman Service.
- 18.2 The Fund Manager is obliged to notify the Investor, and hereby does so, that an Investor may have a right to compensation under 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 currently limited to a maximum of £50,000, made up of 100% of the first £50,000 of the claim. Further information is available from the Fund Manager on request.

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.
- 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 received by the Investor on the second day after posting or on the day after dispatch

in the case of electronic communication.

All instructions or other communications by the Investor to the Fund Manager shall be made in writing in English to the Fund Manager at Suite 310, Business Design Centre, 52 Upper Street, Islington, London, N1 0QH (or to such other address as the Fund Manager may notify to the Investor in accordance with this Clause 19.3) or (save as otherwise provided) shall be made by telephone to the Fund Manager, in which case conversations may be recorded for the avoidance of any subsequent doubt. 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.

- 19.4 This Agreement is provided to the Investor in English and, unless otherwise agreed between the parties, all communications with the Investor by the Fund Manager will be in English.

20. Unsolicited real time financial promotion

The Fund Manager may communicate an unsolicited real time financial promotion pursuant to PERG 8.10 (i.e. interactive communications such as a telephone call promoting SEIS and/or EIS Qualifying Company investments) to the Investor.

21. 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 or, where reasonable to do so, by written notice having immediate effect if such amendment is made:

- (a) in order to comply with HMRC requirements; or
- (b) in order to maintain the SEIS and/or EIS Relief or any other tax relief or advantage, to take account of any change of any law or regulation, or the introduction of any new law or regulation, relating to tax or relating to the authorization of the Fund Manager to carry on its business; or
- (c) in order to comply with the FCA Rules or the rules of any other regulatory authority to which the Fund Manager is subject.

22. Data protection

All data which the Investor provides to the Fund Manager is held by that party subject to the Data Protection Act 1998. The Investor agrees that the Fund Manager and the Nominee may pass personal data to each other and to other parties insofar as is necessary in order for them to provide their services as set in this Agreement and to HM Revenue & Customs, the FCA and any other regulatory authority which regulates them and in accordance with all other Applicable Laws.

23. Entire agreement

This Agreement, together with the completed Application Form and the questionnaires accompanying it, comprises the entire agreement of the Fund Manager with the Investor relating to the provision of the Services.

24. Rights of Third Parties

The Nominee has the benefit of Clause 7 of this Agreement.

Subject thereto, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

25. Severability

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

26. Governing Law

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

FUND MANAGEMENT AGREEMENT - SCHEDULE 1

Calculation of the Performance Fee

As an incentive, Innvotec and OION Ltd together will be entitled to a Performance Fee of 30% of the Net Return to the Investor once the Investor has received back his or her initial Subscription Amount plus 20% - (the "Hurdle Condition").

However, if the Net Return due under its Performance Fee, is insufficient to satisfy the Hurdle Condition and provide the Fund Manager with the full amount due under its Performance Fee, then the Fund Manager will receive a lesser Fee equal to all Return Amounts in excess of what is returned to the Investor to satisfy the Hurdle Condition, plus VAT thereon.

Definitions:

"Net Return" means in relation to the Investor an amount equal to the aggregate of all Return Amounts since the Closing Date less the Investor's Subscription Amount.

"Return Amount" means in relation to the Investor:

- (a) the proceeds arising on a sale of an Investment;
- (b) on transfer of any shares or securities into the name of the Investor (or his or her nominee);
- (i) the market value of such shares or securities as determined by the Fund Manager; or
- (ii) if the transfer is following a flotation (notwithstanding on which market a flotation takes place any market or exchange operating outside the United Kingdom) the aggregate cash price which would have been received if all the shares or other securities had been sold at the price at which the shares or securities are

trading in the market;

- (c) the amount of all returns of capital or income on a winding up of an Investee Company;
- (d) the gross amount (including any tax credit) of all and any dividends received in respect of any Investment but excluding any monitoring, investment or other fees (and any VAT thereon) received by the Fund Manager from any Investee Company;
- (e) all other monies received by the Fund Manager or the Nominee on behalf of the Investor in respect of any cash, Investments, shares or other assets from time to time and returned to the Investor; and
- (f) any Subscription by the Investor and which, for whatever reason, is returned to the Investor without having been invested by the Fund Manager on his or her behalf in any Investment together with the gross amount (that is ignoring any requirement to deduct or withhold any amount of or in respect of taxation) of any interest paid to the Investor on such amount.

"Subscription Amount" means the amount subscribed to the Fund by the Investor.

A detailed example as to how the Performance Fee will be calculated is available on request.

Any Performance Fee payable will be subject to VAT thereon.

FUND MANAGEMENT AGREEMENT - SCHEDULE 2

Summary of Innvotec's conflicts of interest policy generally and specifically in relation to the Fund.

This statement summarizes Innvotec Limited's 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.

Conflicts of Interest (general)

Innvotec takes the identification and management of conflicts of interest seriously. The policy also addresses the organizational and administrative arrangements that Innvotec operates to manage such conflicts.

Innvotec's approach is primarily to identify those areas where possible conflicts of interest may arise, and specifically, any conflicts of interest that pose a material risk of damage to its customers.

Innvotec equally undertakes that each of its clients should be provided with the maximum level of resource so that no possible conflict can arise between its clients on the availability of resource.

Specifically:

- Innvotec's dealing rules state that no officer or employee of the Fund Manager or OION Ltd will be allowed to purchase shares in an investee company or receive options or similar of any kind.
- Equally, no officer, nor employee of OION Ltd, or any company associated with OION is or will be an officer, employee or shareholder of Innvotec Limited.
- Finally, Innvotec will not make an investment by any of its other clients or funds, current or in the future, into any of the Fund's Investee Companies, unless such investment is made on terms that are no more favorable than those on which the Investment was made on behalf of the Fund.

A copy of Innvotec's conflicts policy is available on request from the Compliance Officer.

Independence and Material Interests

Where the firm has a "material interest" in a transaction to be entered into on behalf of Investors in the Fund, or a relationship which gives rise to a conflict of interest relating to such transaction, the firm must not knowingly either advise or deal in the exercise of discretion, in relation to that transaction unless it takes reasonable steps to ensure "fair treatment" for its customers.

Further, however, when giving any advice or taking any other decision concerning the Investments, Innvotec must look solely at the interests of the Investors in the Fund and disregard any relationship or arrangement between the firm or any director or employee and any other company, or any interest or position which Innvotec or any director or employee may have in another company. The interests of the Investors in the Fund are to be considered paramount.

Personal Interests

If a director, officer or employee of Innvotec is asked to act as a director, secretary or other officer of a company or organisation, he or she must obtain the prior approval of the Board before agreeing to accept such an office. Such appointments carry a potential liability both to the individual and to the company.

Likewise, if a director, officer or employee is asked to act as an executor or trustee, he or she must check first with an executive director before agreeing to accept such an appointment.

Approved Persons are required to disregard any interests that they have outside Innvotec. For instance, any directorships, shareholdings or business relationships must be disregarded.

Any such interests which may impinge on Innvotec's role must be disclosed to and agreed by the Board, since they may potentially conflict with the interests of the Investors in the Fund. Details of any such interests and relationships will be recorded by the Compliance Officer.

THOROUGH CARE HAS BEEN TAKEN TO PROVIDE FOR ANY CONFLICTS OF INTEREST THAT MAY ARISE IN RELATION TO THE INVESTORS IN THE FUND, IT IS IMPOSSIBLE TO RULE OUT UNFORESEEN CONFLICTS. IF A CONFLICT OF INTEREST RELATING TO A TRANSACTION ARISES, TO SATISFY OURSELVES THAT THE TRANSACTION IS NOT PRECLUDED BY LAW OR BY THE FUND MANAGEMENT AGREEMENT AND THAT:-

- the relevant agreements expressly permits the transactions to be effected despite the existence of a material interest or conflict; or
- the potential interest or conflict was fairly disclosed in the initial prospectus, or in the most recent report to investors, not more than 12 months before the date of the transaction; or
- where such disclosure was impracticable, Innvotec, in effecting the transaction, disregards the interest or conflict so that any disadvantage to the Investors in the Fund is avoided or the interest or conflict is eliminated.

In view of the above requirements, any Person who becomes aware of any unforeseen material interest or conflict must report the matter immediately to the Managing Director. The Managing Director will then consider whether the matter needs to be brought to the attention of the Board. Where there is any risk of a potential conflict, always be on the side of caution and take advice.

The Investment and Reporting Procedures

Making Investments

All investment decisions taken on behalf of the Investors in the Fund will be made by the Board.

When a potential opportunity arises, one of Innvotec's executive directors or investment managers will be authorised to proceed with further research on the opportunity and/or to carry out due diligence to verify the assumptions on which previous research carried out by Innvotec has been based, and to negotiate in principle the terms on which an investment might be made by the Fund Manager on behalf of Investors in the Fund.

Assuming that the relevant investment is considered potentially suitable for the Investors in the Fund, the executive director or investment manager concerned will prepare a document (the "Investment Memorandum" or similar) for consideration by the Board. The Investment Memorandum will be kept confidential and marked as such. The Investment Memorandum will contain a description of the proposed investment including:-

- a draft term sheet including the proposed terms of any share or investment acquisition, and any anticipated actual or contingent liabilities of the Investors in the Fund;
- a description of the market/industry/sector that the company operates in along with an assessment of its attractiveness;
- a description of the relevant investment opportunity, and confirmation of any respect in which Innvotec's due diligence on the opportunity has revealed developments or differences from research previously prepared by the firm;
- the competitive position of the relevant business or company in its sector;
- investment risks;
- a valuation with supporting methodology;
- the anticipated strategy for the development of the business, and anticipated exit possibilities.

In the case of the Fund, Innvotec will ensure that the proposed Investee Company complies with the definition of an SEIS or EIS Qualifying Company and that any investment proposed to be made by the Fund Manager on behalf of Investors is not, so far as Innvotec is aware precluded in any other way that would prejudice an Investor's entitlement to SEIS and/or EIS Relief.

The Transaction File

The following documents will be kept normally in the Transaction File:

- All material and correspondence relating to investment due diligence.
- Notes of meetings with the Investee Company and advisers to.
- Copies of the Investment Memorandum prepared for investment decision by the Investment Committee or Innvotec Board.
- A record of the recipients of the Investment Memorandum and dates of distribution.
- Minutes of the Board meetings or Investment Committee Meetings at which the relevant investment decisions were made.
- Copies of all working drafts and final documents concerning the investment, including Articles of Association of the Investee Company, share purchase agreements, and shareholder agreements.
- Copies of any licences or patents held by the Investee Company and material contracts between the Investee Company and third parties.
- Copies of drawdown notices relating to the Investment.

No investment may be made unless the "Investment Committee" or the Innvotec Board has approved the same. A record shall be kept by the Compliance Officer of all Board approvals, in accordance with the FCA recording requirements.

Following a decision to make an investment, Innvotec will conclude an appropriate investment agreement on the terms and conditions approved by the Board and otherwise as the designated Innvotec executive negotiates.

Each investment agreement will be executed by Innvotec on behalf of the Investors in the Fund.

FUND MANAGEMENT AGREEMENT - SCHEDULE 3

Innvotec's Execution Policy

Execution factors and execution criteria:

Innvotec has an obligation, under COBS Rule 11, when executing orders on behalf of a client to obtain the best possible outcome.

When executing orders on behalf of customers in relation to financial instruments, Innvotec will take all reasonable steps to achieve what is called "best execution" of customer orders. This means that Innvotec will have in place a policy and system procedures which are designed to obtain the best possible execution result, subject to and taking into account, the nature of customer orders, the priorities the customer places upon Innvotec in fulfilling those orders and the market in question, and which provides, in Innvotec's view, the best balance across a range of sometimes conflicting factors.

The FCA requires Innvotec to specifically take into account various execution factors 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 being of a high relative importance so as to obtain the best possible result. In some circumstances, and at its own discretion, Innvotec may determine that other execution factors are more important than price in obtaining the best possible execution result. In these circumstances, Innvotec will determine the relative importance of the execution factors by using its own commercial judgement and experience in light of market information available and taking into account the execution criteria.

In addition to price, the execution criteria are defined as to the characteristics of the client, including any specific instructions from a client, type of financial instrument (some shares are more liquid than others, and illiquid shares will be less easily tradable in volume) and the type of market in which the execution takes place. Innvotec's policy on execution venues when placing orders for stocks whose principal listing is in London will be through FCA regulated brokers/market makers who are members of The London Stock Exchange ("LSE") and The Alternative Investment Market ("AIM").

The choice of market depends on which market or multi trading facility a particular security is traded on, for example, where a security is only traded via the LSE, the customer order can only be executed via the LSE; however, where the same customer order can be executed on either of two separate markets, the market that will result in the best possible result for that customer order will be chosen.

The execution factors and their relative importance are defined as:

Price

Innvotec believes that price is the most significant factor and therefore rates the price as being of primary importance and all subsequent factors as secondary.

Size and speed

The market may be quoting a price that represents trading in a particular volume of shares but this may not be the size of transaction that Innvotec wishes to trade in. Large size trades in equities are negotiated as they have gone beyond the size where a transaction within the normal market size would take place and subsequently the orders are given to a dealer to negotiate and execute. In situations where Innvotec places an order, it is impossible to compare the result with what another similar firm might have achieved. Speed is also related to size and this means that Innvotec may have to execute the order on a staggered basis to limit the impact on the market of an unusually large order. In other instances Innvotec may decide to execute the order as a single trade. It is Innvotec's policy to execute business through FCA regulated market makers and brokers trading in the applicable instruments while taking into account the price and size they are making.

Cost

Innvotec does not believe that cost is relevant to giving the client best execution as it charges commission when dealing in quoted securities but does not pass onto clients any costs associated with execution i.e. a transaction fee or brokers' charges. Innvotec does not structure or charge its commission in such a way as to discriminate unfairly between execution venues.

Probability of execution

Transactions in AIM shares are settled through the CREST clearing system and as such Innvotec does not regard the probability of settlement as relevant to its execution policy.

Specific instructions

Where a client has provided Innvotec with specific instructions regarding an order, it will execute the order in accordance with those specific instructions. A client should be aware that providing specific instructions in relation to the execution of a particular order may prevent Innvotec from taking the steps set out in this execution policy to obtain the best possible result in respect of the elements covered by those instructions.

Monitoring and review

Innvotec will review its execution policy and order execution arrangements on a regular basis. Should a material change occur that affects its ability to continue to obtain the best possible result for its clients, Innvotec will notify clients of any material changes to its execution arrangements or policy by posting an updated version to clients.

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Application Pack plus Appropriateness and Client Suitability Form

If any person is unclear as to any of
these terms he or she should take
independent advice

innvotec

Innvotec Limited is authorised and regulated
by the Financial Conduct Authority as a small
authorised UK Alternative Investment Fund
Manager (FRN 122365)

Money Laundering Regulations

Important note for Applicants:

The verification of identity requirements in the Money Laundering Regulations 2007 will apply and verification of the identity of the Applicant will be required. Failure to provide the necessary evidence of identity will result in an Application being treated as invalid or result in a delay. An Applicant must ensure that enclosed with the Application Form is one document from each of Lists A, B and C below. Each item, other than in List C, must be an original, less than six months old and should show the Applicant's name and permanent residential address. Original documents will be returned by post at the Applicant's risk. Alternatively, verification of the Applicant's identity may be provided by means of a "Confirmation of verification of identity" in the prescribed form from an EEA financial institution or other regulated person who is required to comply with EU Money Laundering Directives. Please contact Innvotec on 0207 630 6990, for further information if an Applicant intends to provide such a confirmation.

For All Applications

One item from EACH of Lists A, B AND C

Innvotec Limited reserves the right to request additional documentary evidence.

List A for proof of where funds are coming from

- Bank statement; or
- Building Society statement.

The bank or building society statement the Applicant provides must show transactions and relate to the bank/building society account from which the Applicant's payment is to be drawn.

Please note that statements printed via the Internet will be accepted, providing such statements confirm the applicant's name and address.

List B for proof of your Address

- Utility bill (but not a mobile telephone bill); or
- Council Tax bill (for the current year); or
- Benefits notification letter from the Benefits Agency confirming the right to benefits (e.g. child benefit, working families tax credit); or
- Original correspondence or tax notification from HM Revenue & Customs.

List C for proof of your Name and Identity

- Passport; or
- Driving Licence.

The passport or driving license must be certified in the prescribed form from an EEA financial institution or other regulated person who is required to comply with EU Money Laundering Directives.

APPLICATION PACK - INDIVIDUAL INVESTOR FORM - THE OION FUND

Before completing this Application Form you should read fully the Fund Management Agreement appended hereto. If you have any questions on how to complete this Application Form please contact Innvotec Limited on 0207 630 6990. Unless otherwise defined in this Application Form, references used in this form shall be the defined terms set out in the Fund Management Agreement.

This Application Form is to be completed by Individual Investors only

Please select **one** of the choices below:

- ☐ I wish all my commitment to be invested into a Hybrid Fund investing in a portfolio of EIS and SEIS Companies with my commitment to be invested in the proportions outlined in the Fund Management Agreement.
- ☐ I wish all my commitment to be invested into SEIS Qualifying Companies.
- ☐ I wish all my commitment to be invested into EIS Qualifying Companies.

Title (Mr, Mrs, Ms, Other) Surname

Forenames (in full)

Permanent residential address.....

.....Postcode

Time at current address If less than 3 years, prior address

.....Postcode

Daytime telephone number Email address

Date of birth Town and Country of Birth

Nationality National Insurance No

Tax District Tax Ref No.....

I wish / do not wish* to seek SEIS/EIS Relief; (*delete as appropriate)

- ☐ I am applying on my own behalf;
- ☐ I will notify Innvotec Limited of any Investment through the above Fund in any company with which I am connected within sections 166, 167, 170 and 171 of the Income Tax Act 2007;
- ☐ I will notify Innvotec Limited if, within three years of the date of issue of shares by an SEIS or EIS Qualifying Company which is allotted to my Portfolio, I become connected with that SEIS or EIS Qualifying Company or receive value from such a company; and
- ☐ I have read the Fund Management Agreement. I have understood and I agree to be bound as a party to the terms of the Fund Management Agreement.
- ☐ I understand that my commitment to the Fund will be invested on or around the next quarter day after the Manager has processed this application.

I wish to invest £.....(min £5,000 and amounts in excess of £5,000 must be a multiple of £1,000) in The OION Fund subject to the terms set out in the Fund Management Agreement attached to this Application Form.

I confirm that:

I attach my cheque or banker's draft drawn on a UK clearing bank or building society made payable to "Innvotec Nominees Limited - OION Fund" and enclose three forms of identification (see note 5 on page 20) or Funds will be transferred via electronic transfer to Innvotec Nominees Ltd - OION Fund, Sort code: 50-00-00, Account number: 26940116

I undertake to notify Innvotec Limited immediately of any changes in the information given above.

Please Note: Only cheques drawn on an account held in your name can be accepted. Third party cheques cannot be accepted. If sending a banker's draft or Building Society cheque, could you please ask them to print your name on the reverse as confirmation that the funds came from your own account.

Signature of applicant Date.....

*In respect of my Fund account I authorise.....
being an intermediary named on this form (if applicable) to request information on my account and to receive copies of contract notes confirming the investments made. (*Delete if not required)

APPLICATION PACK - INDIVIDUAL INVESTOR FORM - THE OION FUND

Notes

1. This Application Form must be returned to Innvotec Limited, Suite 310, Business Design Centre, 52 Upper Street, Islington, London, N1 0QH.
2. The Fund is an Evergreen Fund, which means it is available for Investor Commitment at any time. The Fund will make investments in portfolio companies on or around the following quarter days; 1st January, 1st April, 1st July and 1st October in addition and depending upon the intervention or otherwise of non-working days and weekends, it is intended that investments will also be made on the 4th April.
3. Innvotec Limited reserves the right to reject an Application Form if it has reasonable cause to do so, for example, if relevant information is not included, the Application is received late or for reasons of compliance.
4. If Innvotec Limited accepts an Application Form, the Investor will have entered into a Fund Management Agreement in the form set out in the Appendix to this Application Form and as attached which will govern his or her Investment in the above Fund.
5. Due to Money Laundering Regulations, you will need to provide three different, original forms of identification, which, for anything other than Passport or Driving License, must be less than six months old, and which confirm your name and permanent residential address. One of these should be a certified copy of either your Passport or Driving License. These will be returned to you.
6. If you are a lawyer or an accountant or other professional person who is subject to professional rules preventing you from making investments in particular SEIS or EIS Qualifying Companies, please advise the Fund Manager so that the terms of Clause 6.9 of the Fund Management Agreement can be complied with.

To be completed by Financial Adviser (if appropriate):

Name of Financial Adviser (if applicable)

Stamp of Financial Adviser or full address
..... Postcode

FCA regulatory numberTelephone number

Initial CommissionTrail Commission

To be completed by Broker/Introducer (if appropriate):

Name of Broker/Introducer (if applicable)

Stamp of Broker/Introducer or full address
..... Postcode

FCA regulatory numberTelephone number

Initial CommissionTrail Commission

APPLICATION PACK - TRUSTEE APPLICATION FORM - THE OION FUND

Before completing this Application Form you should read fully the Fund Management Agreement appended hereto. If you have any questions on how to complete this Application Form please contact Innvotec Limited on 0207 630 6990.

Unless otherwise defined in this Application Form, references used in this form shall be the defined terms set out in the Fund Management Agreement.

This Application Form is to be completed by Trustees only

Please select **one** of the choices below:

- ☐ I wish all commitment to be invested into a Hybrid Fund investing in a portfolio of EIS and SEIS Companies with commitment to be invested in the proportions outlined in the Fund Management Agreement.
- ☐ I wish all commitment to be invested into SEIS Qualifying Companies.
- ☐ I wish all commitment to be invested into EIS Qualifying Companies.

Name of settlement/trust.....

Date of settlement/trust

Registered address of the Trust.....

.....Postcode

Tax District Tax Ref No

Person to contact

Daytime telephone number.....

Name and address of each trustee

Trustee 1

Title (Mr, Mrs, Ms, Other)..... Surname

Forenames (in full)

Permanent residential address.....

.....Postcode

Time at current address If less than 3 years, prior address

.....Postcode

Date of birth Town and Country of Birth.....

Nationality National Insurance No

Trustee 2

Title (Mr, Mrs, Ms, Other)..... Surname

Forenames (in full)

Permanent residential address.....

.....Postcode

Time at current address If less than 3 years, prior address

.....Postcode

Date of birth Town and Country of Birth.....

Nationality National Insurance No

Trustee 3

Title (Mr, Mrs, Ms, Other) Surname

Forenames (in full)

Permanent residential address.....

.....Postcode

Time at current address If less than 3 years, prior address

.....Postcode

Date of birth Town and Country of Birth.....

Nationality National Insurance No

Trustee 4

Title (Mr, Mrs, Ms, Other) Surname

Forenames (in full)

Permanent residential address.....

.....Postcode

Time at current address If less than 3 years, prior address

.....Postcode

Date of birth Town and Country of Birth.....

Nationality National Insurance No

We wish to invest £..... (min of £5,000 must be a multiple of £1,000) in The OION Fund subject to the terms set out in the Fund Management Agreement attached to this Application Form.

In relation to the investment in The OION Fund, we appoint the Fund Manager on the terms set out in that Agreement.

We confirm that:

- We do not wish to seek SEIS or EIS Relief;
- We are applying on behalf of the Trust;
- We have read the Fund Management Agreement and Information Memorandum. We have understood and we agree to be bound as a party to the terms of the Fund Management Agreement and the Nominee’s Terms of Business;
- In respect of our Fund account we authorise the intermediary below (if applicable) to request information on our account and to receive copies of contract notes confirming the investments made;
- We understand that commitment to the Fund will be invested on or around the next quarter day after the Manager has processed this Application.

We attach a cheque or banker's draft drawn on a UK clearing bank or building society made payable to "Innvotec Nominees Limited – OION Fund" and enclose three forms of identification (see note 5 below) or Funds will be transferred via electronic transfer to Innvotec Nominees Limited – OION Fund, Sort code; 50-00-00, Account number; 26940116

We undertake to notify Innvotec Limited immediately if any of the above information changes.

I declare that I have read and understood the Terms of Business enclosed within this Application Pack.

Signature of Trustee 1Date.....

Signature of Trustee 2Date.....

Signature of Trustee 3Date.....

Signature of Trustee 4Date.....

Notes

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5. Due to Money Laundering Regulations, you will need to provide three different, original forms of identification, which, other than for a Passport or Driving License, are less than six months old and which confirm your name, the account on which funds are to be drawn and your permanent residential address. These will be returned to you.
6. If you are a lawyer or an accountant or other professional person who is subject to professional rules preventing you from making investments in particular EIS and SEIS Qualifying Companies, please advise the Fund Manager so that the terms of Clause 6.9 of the Fund Management Agreement can be complied with.

To be completed by Financial Adviser:

Name of Financial Adviser (if applicable)

Stamp of Financial Adviser or full address
..... Postcode

FCA regulatory number Telephone number

Initial Commission Trail Commission.....

To be completed by Broker/Introducer:

Name of Broker/Introducer (if applicable)

Stamp of Broker/Introducer or full address
..... Postcode

FCA regulatory number Telephone number

Initial Commission Trail Commission.....

APPLICATION PACK - CLIENT APPROPRIATENESS QUESTIONNAIRE

PLEASE FILL OUT THE FOLLOWING CLIENT APPROPRIATENESS AND SUITABILITY FORM, WHICH WE REQUIRE SO INNVOTEC CAN ASSESS THE LEVEL OF YOUR KNOWLEDGE AND EXPERIENCE OF EIS AND SEIS FUNDS AND WHETHER THEY ARE SUITABLE FOR YOU. IF YOU DO NOT RESPOND TO THIS QUESTIONNAIRE, IT WILL NOT BE POSSIBLE TO ASSESS YOUR KNOWLEDGE OF INVESTING IN AND EXPERIENCE OF THIS SECTOR.

PLEASE SEND IT, WITH THE COMPLETED APPLICATION FORM, TO INNVOTEC LIMITED.

If you have any questions, please do not hesitate to call Innvotec Limited on 0207 630 6990

The OION Fund: Client Appropriateness and Suitability Form

Under the Crowdfunding and Promotion of Non-Readily Realizable Securities Instrument 2014, we are required for crowdfunding purposes to obtain information from you in order to assess your suitability for the products and services that we provide. Please note that we are not allowed to commence investing your money until we have received your completed form.

INVESTMENT OBJECTIVES

The OION Fund is designed to provide Investors with access to a portfolio of investments in unquoted companies and which qualify for the SEIS or EIS tax benefits. Please note that shares in unquoted companies are higher risk than shares quoted on the main market of the London Stock Exchange. The OION Fund is not designed to provide you with income. The Investment is designed to be held for the medium to long term, as investments in SEIS and/or EIS qualifying companies have to be held for at least three years in order to benefit from income tax relief.

☐ Please tick the box to confirm that you are aware of and understand the investment objectives of The OION Fund and that these are consistent with your personal financial objectives

Please state your profession

(or your previous profession, if you are retired)

Please state your first language if it is not English

INVESTMENT EXPERIENCE

Which types of shares listed below have you had personal experience in? Please tick those that apply and state the number of years experience

	Tick as appropriate	Years Experience
Quoted Main Market Companies (Premium and Standard Listings)	<input type="checkbox"/>	<input type="text"/>
Companies quoted on AIM or ISDX Markets	<input type="checkbox"/>	<input type="text"/>
Unquoted companies including under EIS and through EIS Funds	<input type="checkbox"/>	<input type="text"/>
Startups or micro-companies under SEIS or investment in SEIS Funds	<input type="checkbox"/>	<input type="text"/>
No Experience	<input type="checkbox"/>	

In what capacity have you had this experience:

Shareholder

☐

Director

☐

Adviser/consultant/auditor

☐

Other (please specify below)

.....

.....

.....

FINANCIAL SITUATION

Please tick one of the boxes below to indicate your approximate annual net disposable income:

Above £100,000	<input type="checkbox"/>	£50,000 - £100,000	<input type="checkbox"/>
£25,000 - £50,000	<input type="checkbox"/>	Less than £25,000	<input type="checkbox"/>

Please tick one of the boxes below to indicate the size of your net investable assets (i.e. assets other than your house):

Above £100,000	<input type="checkbox"/>	£50,000 - £100,000	<input type="checkbox"/>
£25,000 - £50,000	<input type="checkbox"/>	Less than £25,000	<input type="checkbox"/>

SPECIFIC KNOWLEDGE AND EXPERIENCE OF EIS AND SEIS INVESTING

How many times have you subscribed for shares in SEIS or EIS Qualifying Companies or invested in SEIS or EIS funds in the past 12 months?

None	<input type="checkbox"/>	One	<input type="checkbox"/>
2-5	<input type="checkbox"/>	5 or more	<input type="checkbox"/>

What is the average value of your investments above?

£5,000 or less per transaction	<input type="checkbox"/>	£5,000 to 25,000	<input type="checkbox"/>
£25,000+	<input type="checkbox"/>		

Do you hold any educational or professional qualifications relevant to investing in an SEIS or EIS fund or into an SEIS or EIS Company?

No	<input type="checkbox"/>	Yes	<input type="checkbox"/>
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If yes (please specify below)

Which information channels do you use to follow developments and events on the financial and personal finance markets?

None	<input type="checkbox"/>	Personal Taxation updates	<input type="checkbox"/>
Free bulletins	<input type="checkbox"/>	Internet	<input type="checkbox"/>
Newspapers, magazines	<input type="checkbox"/>	Paid capital markets bulletins	<input type="checkbox"/>

RISK ASSESSMENT OF EIS AND SEIS INVESTING

We have provided information on our website and in the Information Memorandum on how The OION Fund will in general work, and on SEIS/EIS itself – and the risks involved.

Have you read this information carefully and fully understood it?

No ☐

Yes ☐

Do you understand that SEIS/EIS shares are issued by small companies, which can be early stage, young companies and there is a risk that these companies may not perform as hoped and in some circumstances they may fail completely?

No ☐

Yes ☐

Do you understand that investments in these small companies will not be publicly traded or freely marketable and may therefore be difficult to sell?

No ☐

Yes ☐

Do you understand that notwithstanding the number of different SEIS and/or EIS shares over which an investment in the Fund is spread, the underlying characteristics of the companies issuing SEIS and/or EIS shares will vary, meaning that some SEIS/EIS companies are riskier than others?

No ☐

Yes ☐

Please sign and date this form to confirm that the information that you have provided is accurate to the best of your knowledge.

Full name.....

Signature..... Date

For Innvotec Internal Use

Assessment complete..... Suitability met

Client number.....

Signed..... Date

Signed..... Date

Notes

Notes

oion EIS& SEIS FUND

Further information

If any further information relating to the Fund is required please contact the Fund Manager, Innvotec Limited.

Innvotec Limited

Suite 310
Business Design Centre
52 Upper Street
Islington
London
N1 0QH
Tel: 020 7630 6990

Contacts:

John Marsden
Mob: 07831 578391
email: jmarsden@innvotec.co.uk

Nick Gurney Sharpe
Mob: 07973 854989
email: nick.gurneysharpe@innvotec.co.uk

General

Phone: 020 7630 6990
email: info@innvotec.co.uk

www.oion-eis-seis.co.uk



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