

DON'T INVEST UNLESS YOU'RE PREPARED TO LOSE ALL YOUR MONEY. THIS IS A HIGH-RISK INVESTMENT, AND YOU ARE UNLIKELY TO BE PROTECTED IF SOMETHING GOES WRONG. [TAKE 2 MIN TO LEARN MORE](#) (OR SEE THE TEXT ON PAGE 2).



Fuel Ventures SEIS Fund Information Memorandum Dated 20 August 2025

The tax treatment referred to in this Information Memorandum depends on the individual circumstances of each Investor and may be subject to change in the future. In addition, the availability of any tax reliefs depends on the Investee Companies maintaining their qualifying status.

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

Due to the potential for losses, the Financial Conduct Authority (FCA) considers this investment to be high risk.

What are the key risks?

1. You could lose all the money you invest

If the business you invest in fails, you are likely to lose 100% of the money you invested. Most start-up businesses fail.

2. You are unlikely to be protected if something goes wrong

Protection from the Financial Services Compensation Scheme (FSCS), in relation to claims against failed regulated firms, does not cover poor investment performance. Try the FSCS investment protection checker [here](#) or via the URL:

<https://www.fscs.org.uk/check/investment-protection-checker/>

Protection from the Financial Ombudsman Service (FOS) does not cover poor investment performance. If you have a complaint against an FCA-regulated firm, FOS may be able to consider it. Learn more about FOS protection [here](#) or via the URL:

<https://www.financial-ombudsman.org.uk/consumers>

3. You won't get your money back quickly

Even if the business you invest in is successful, it may take several years to get your money back. You are unlikely to be able to sell your investment early.

The most likely way to get your money back is if the business is bought by another business or lists its shares on an exchange such as the London Stock Exchange. These events are not common.

If you are investing in a start-up business, you should not expect to get your money back through dividends. Start-up businesses rarely pay these.

4. Don't put all your eggs in one basket

Putting all your money into a single business or type of investment for example, is risky. Spreading your money across different investments makes you less dependent on any one to do well.

A good rule of thumb is not to invest more than 10% of your money in [high-risk investments](#). Read more [here](#) or via the URL: <https://www.fca.org.uk/investsmart/5-questions-ask-you-invest>

5. The value of your investment can be reduced

The percentage of the business that you own will decrease if the business issues more shares. This could mean that the value of your investment reduces, depending on how much the business grows. Most start-up businesses issue multiple rounds of shares.

These new shares could have additional rights that your shares don't have, such as the right to receive a fixed dividend, which could further reduce your chances of getting a return on your investment.

If you are interested in learning more about how to protect yourself, visit the FCA's website [here](#) or via the URL: <https://www.fca.org.uk/investsmart>

Table of Contents

Important Information	4
Taxation Disclaimers	6
Principal Parties and Advisers	7
Introduction to Fuel Ventures	8
Definitions	9
Offer Statistics & Timetable	12
How to Apply	13
Key Features of the Investment	14
Part One: Investment Opportunity	16
Part Two: The Fund Team	18
Part Three: Example Prior Investments	21
Part Four: Charges	24
Part Five: Governance and Reporting	26
Part Six: Risk Factors	31
Part Seven: SEIS Taxation Benefits	36
Appendix One: Investment Management Agreement	40
1. Definitions and Interpretation	41
2. Investing in the Fund	42
3. Cancellation Rights	43
4. Subscriptions	44
5. Services	44
6. Terms Applicable to Dealing	45
7. Reports and Information	46
8. Delegation	46
9. Assignment	46
10. Obligations of the Investor	46
11. Management and Custodian Obligations	47
12. Voting	47
13. Fees and Expenses	47
14. Liability	48
15. Termination	49
16. Consequences of Termination	49
17. Risk Warnings and Further Disclosures	50
18. Conflicts of Interest	50
19. Complaints	50
20. Compensation	50
21. Applicable Laws	50
22. Confidentiality	50
23. Notices, Instructions and Communications	51
24. Amendments	51
25. Data Protection	51
26. Entire Agreement	51
27. Severability	51
28. Contracts (Right of Third Parties) Act 1999	51
29. Governing Law and Jurisdiction	51
Schedule 1 Fund Management Policy	52
Schedule 2 Policies to Govern Conflicts of Interest	52
Schedule 3 Execution Policy	52
Appendix Two: Custody Agreement	53
Appendix Three: How to Apply	54
Endnotes	56

Important Information

THIS NOTICE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE IN REGARD TO THE CONTENTS OF THIS INFORMATION MEMORANDUM AND APPENDICES YOU SHOULD CONTACT AN INDEPENDENT FINANCIAL ADVISER OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FSMA) AS AMENDED BY THE FINANCIAL SERVICES AND MARKETS ACT 2023 WHO SPECIALISES IN ADVISING ON INVESTMENTS OF THIS TYPE. RELIANCE ON THIS INFORMATION MEMORANDUM FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED. YOUR ATTENTION IS DRAWN TO PART SIX HEADED "RISK FACTORS". NOTHING IN THIS DOCUMENT CONSTITUTES INVESTMENT, TAX, FINANCIAL, LEGAL, REGULATORY OR OTHER ADVICE BY SAPPHIRE CAPITAL PARTNERS LLP OR BY FUEL VENTURES LIMITED.

This Information Memorandum constitutes a financial promotion pursuant to section 21 of FSMA. Its contents have been approved for the purposes of section 21 of FSMA by Sapphire Capital Partners LLP (the "Authorised Person"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom and whose registered office is at 28 Deramore Park, Malone, Belfast BT9 5JU, United Kingdom (Partnership number: NC000562). This financial promotion has been approved by Sapphire Capital Partners LLP ([FRN 565716](#)) on 20 August 2025. Requests for further information or any other enquiry regarding the matters to which communication relates should be sent to the above registered address.

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

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

- a. professional clients or eligible counterparties as defined in the Conduct of Business Sourcebook ("COBS") forming part of the FCA's Handbook of Rules and Guidance;
- b. retail clients who confirm in writing that they will receive advice on the Investments referred to in this Information Memorandum from a financial adviser authorised and regulated by the FCA;
- c. to the extent that the recipient is a Retail Client who does not fall within category (b) above, only clients falling within the following categories subject to the condition referred to below (the "Condition"):
 - i. high net worth investors in terms of COBS 4 Annex 2;
 - ii. certified sophisticated investors in terms of COBS 4 Annex 3;
 - iii. self-certified sophisticated investors in terms of COBS 4 Annex 4;
 - iv. certified restricted investors in terms of COBS 4 Annex 5; and
- d. any person to whom the communication may otherwise lawfully be made.

The Condition referred to above is that either:

- a. the person who will arrange or deal in relation to the investments which are the subject of this Information Memorandum will comply with the FCA's rules on appropriateness set out in COBS 10, or equivalent requirements, for any application or order made in response to this Information Memorandum; or
- b. the recipient has confirmed that they are a Retail Client of a firm and the person who will arrange or deal in relation to investments which are subject of this Information Memorandum will comply with the FCA's rules on suitability set out in COBS 9 in relation to an Investment in this Fund as set out in this Information Memorandum.
- c. any Application Form for Retail Clients who have been advised by a financial adviser authorised and regulated

by the FCA should be signed by the relevant financial adviser to confirm compliance with this condition.

The transmission of this Information Memorandum or the contents thereof to any other person is prohibited and persons not falling within the description set out above should not act or otherwise rely upon it. Reliance on this promotion for the purpose of engaging in investment activity may expose an individual to a significant risk of losing all of the property invested.

In accordance with the FCA Consumer Principle 12, the Investment Manager will act to deliver good outcomes for each Investor in accordance with the standard that could reasonably be expected of a prudent firm carrying on the same activity in relation to the same service and taking appropriate account of the needs and characteristics of retail customers within the risk profile of the Investors for whom the Fund is suitable as certified to the Investment Manager by their FCA authorised financial advisers or have been accepted by the Investment Manager as being qualifying to invest in accordance with COBS.

The tax treatment referred to in this document depends on the individual circumstances of each Investor and may be subject to change in the future. In addition, the availability of any tax reliefs depends on the Investee Companies maintaining their qualifying Seed Enterprise Investment Scheme status. Past performance is not a guide to future performance and may not be repeated. **The value of an Investment may go down as well as up and an Investor may not get back the full amount invested and may therefore lose some or all of their Investment.**

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

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

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

The Authorised Person believes that the factual content set out in this Information Memorandum is accurate and that statements of opinion herein are reasonably held. This Information Memorandum was prepared by Fuel Ventures Limited and approved by the Authorised Person. Subject to the Authorised Person's overriding duty under the FCA Rules to ensure that the content of this Information Memorandum is presented in a manner which is fair, clear and not misleading with respect to the persons to whom the Fund is promoted by it, neither the Authorised Person nor Fuel Ventures Limited accepts any responsibility to any recipient of this Information Memorandum for inaccuracies in factual representation or for any consequences to such persons of placing reliance upon statements of the Authorised Person's opinion except to the extent required by law. Additionally, some material included in this Information Memorandum is derived from public or third-party sources, and each of the Authorised Person,

Fuel Ventures Limited and the Investment Manager disclaims all liability for any errors or misrepresentations which any such inclusions may contain and do not take responsibility for the content contained therein. This Information Memorandum contains certain information that constitutes “forward-looking statements” which can be recognised by use of terminology such as “targeted” “may”, “will”, “should”, “anticipate”, “estimate”, “intend”, “continue”, or “believe” or their respective negatives or other comparable terminology. Forward-looking statements are provided for illustrative purposes only. Due to various risks and uncertainties, actual events, results or performance may differ materially from those reflected or contemplated in such forward-looking statements.

No person has been authorised to give any information, or to make any representation concerning the Fund other than the information set out in this Information Memorandum, and if given or made, such information or representation must not be relied on. This Information Memorandum is only intended for release in the United Kingdom and does not constitute an offer, or the solicitation of an offer, to buy or sell any security or share. It does not constitute a public offering in the United Kingdom. This Information Memorandum is not suitable for persons outside the United Kingdom.

Past performance is not necessarily a guide to future performance and Investors should be aware that share values and income from them may go down as well as up and Investors may not get back the amount subscribed. Changes in legislation in respect of the Seed Enterprise Investment Scheme in general, and qualifying investments and qualifying trades in particular, may affect the ability of the Fund to meet its objectives and/or reduce the level of returns which would otherwise have been achievable.

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

The Fund has not been approved by HMRC under section 251 of the Income Tax Act 2007. The Authorised Person reserves the right to update this Information Memorandum from time to time.

By submitting an Application Form, you agree to be bound by the terms and conditions.

Taxation Disclaimers

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

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

The Investment Manager intends to make Qualifying Investments and intends to ensure that the Investee Companies obtain provisional advance assurances from HMRC that they are Qualifying Companies. The information and illustrations in this Information Memorandum are dated as at 20 August 2025.

Principal Parties and Advisers

Investment Adviser



Fuel Ventures Limited

22 Bishopsgate,
London, EC2N 4BQ.

[FRN: 723915](#)

Investment Manager



Sapphire Capital Partners LLP

28 Deramore Park
Belfast, BT9 5JU.

[FRN: 565716](#)

Tax Adviser



Philip Hare & Associates LLP

Bridge House
18 Queen Victoria Street,
London, EC4V 4EG.

Custodian



Apex Unitas Limited

4th Floor, 140 Aldersgate Street
London, EC1A 4HY.

[FRN: 591814](#)

Nominee



MNL Nominees Limited

4th Floor, 140 Aldersgate Street
London, EC1A 4HY.

Introduction to Fuel Ventures

Dear Investor,



I have been investing in technology startups since 2006 and have a track record of successfully taking multiple companies from inception to exit. In 2013 I founded Fuel Ventures to back the most ambitious entrepreneurs creating market leading companies.

Fuel Ventures funds have invested in over 180 companies to date and 2021 saw our first exit, with Adobe acquiring ContentCal, one of our portfolio companies for \$110m in an all-cash deal. We forecast the final sale price to provide a 7.72x return on ContentCal from Fuel Ventures Portfolio 3. In August 2022, Fuel Ventures Portfolio 3 had its second exit with Capdesk being acquired by Carta for \$88.4m. In November 2024, Fuel Ventures Portfolio 3 has its third successful exit when the fund sold of its shareholding in Arbolus for a 4.1x realised return.

In 2021 we launched the first Fuel Ventures SEIS Fund which built upon our track record of sourcing and investing in companies with the potential for fast-growth. Having established ourselves in the SEIS stage we are now raising a new tranche of the Fuel Ventures SEIS Fund to invest in early stage companies that benefit from SEIS tax relief and that have the potential to receive future funding from our established EIS funds.

The Fund will continue our strategy of investing in rapidly growing sectors such as marketplaces, software and transactional businesses. By identifying and investing in such companies, I believe the Fund can potentially deliver exceptional returns to the Fund's investors.

Fuel Ventures Funds Advantages

- » £215 million+ invested to date;
- » Over 180 companies in the portfolio;
- » Established investor with extensive deal-flow; and
- » Unique advantage of providing additional growth capital.

A 2024 Tracxn report revealed there are 88 UK startups valued at more than \$1 billion, ranking the UK 4th globally behind only China, India and the US.¹ The UK continues to be a leading country for starting and growing businesses and this has been a major contributor to the UK economy.

It is my belief that the UK is both geographically and opportunity wise in an advantageous position to build global businesses in the technology sector. To take advantage of this, the Fund will seek to identify the most ambitious and scalable opportunities in the sector today and I believe that, along with Sapphire Capital Partners LLP, our investment approach combined with our access to quality deals, has the potential to deliver exceptional returns.

I believe in this opportunity to the extent that I will be personally investing up to 5% of the total amount invested by Investors into the Fund so that I can also take advantage of the opportunities that I know the Fund will invest in.

I hope you will join us in this exciting venture.

Kind regards,

Mark Pearson

Founder & Managing Partner - Fuel Ventures

Definitions

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

Term	Definition
AIF	An alternative investment fund for the purposes of the AIFMD.
AIFM	An alternative investment fund manager for the purposes of the AIFMD.
AIFMD	The Alternative Investment Fund Managers Directive (2011/61/EU).
Applicable Laws	Relevant UK laws and regulations, including the FCA Rules.
Application Form	An application form to invest in the Fund completed by the prospective Investor in the form that is provided along with this Information Memorandum or via a URL link at the following webpage: https://fuel.joinfurther.com/sign-up
Associate	Any person or entity that controls or is controlled by the Investment Manager. "Control" refers to the ability to exercise significant influence over the operating or financial policies of any person or entity.
Business Relief or IHT Relief	Relief from IHT pursuant to sections 103-114 of the IHTA.
CGT	Capital Gains Tax.
CGT Exemption	Exemption from CGT on realised capital gains on a disposal of shares in a Qualifying Company.
CGT Reinvestment Relief	Relief by way of deferral of CGT claimed through reinvestment of a capital gain in Qualifying Shares in a Qualifying Company.
CGT Reliefs	The CGT Exemption and CGT Reinvestment Relief.
Closing Date	A date determined by the Investment Manager as the final date upon which an Investor may make a Subscription in the Fund. The Fund has an evergreen structure, which means that it will accept investments at any time while it remains open. This is subject to change at the Investment Manager's absolute discretion.
COBS	The Conduct of Business Sourcebook forming part of the FCA's Handbook of Rules and Guidance.
Custodian	Apex Unitas Limited, a provider of fund custodian, administration services and certain other fund services and/or such other person or persons as may be appointed as custodian or as a sub-custodian of the Fund from time to time.
Eligible Counterparty	Eligible counterparty for the purposes of the FCA Rules.
FCA	Financial Conduct Authority of 12 Endeavour Square, London E20 1JN or successor organisation(s).
FCA Rules	The FCA rules made under powers given to the FCA by the Financial Services under FSMA.
FSMA	Financial Services and Markets Act 2000 as amended by the Financial Services and Markets Act 2023.
Fuel Ventures Limited	A company registered in England and Wales under company number 08820180 with its registered office 424 Margate Road, Ramsgate, Kent, CT12 6SJ. Fuel Ventures Limited, (FRN: 723915) is the appointed representative of Palace Ventures Limited (FRN: 433291), which is authorised and regulated by the Financial Conduct Authority. The directors of Fuel Ventures Limited are Mark Pearson and Stan Williams.
Fuel Ventures Funds	Includes Fuel Ventures Portfolio 1, Fuel Ventures Portfolio 2, Fuel Ventures Portfolio 3, Fuel Ventures Fund 4, Fuel Ventures Scale Up EIS Fund, Fuel Ventures SEIS Fund, Fuel Ventures EIS Fund, Fuel Ventures Follow-On Fund and Fuel Ventures Co-Investment Fund.

Term	Definition
Fund	The Fuel Ventures SEIS Fund, an alternative investment fund for the purposes of the AIFMD, managed by the Investment Manager as described in this Information Memorandum. The Fund is not a legal entity and is a group of individual bare trusts to enable subscription monies to be held on behalf of Investors under a nominee arrangement; each Investor will be the sole beneficiary of a bare trust, to be known collectively as the Fund. The Nominee is the registered legal holder of Investments on behalf of each Investor.
HMRC	HM Revenue & Customs.
IHT	Inheritance Tax.
IHTA	Inheritance Tax Act 1984.
Income Tax Act or ITA	The Income Tax Act 2007.
Information Memorandum	This information memorandum issued in relation to this Fund.
Intermediary	A person who promotes and markets this Fund to his/its clients and arranges the investment for the Investor.
Interim Closing Date	An interim closing date chosen at the discretion of the Investment Manager (which will typically be on a quarterly basis).
Investee Company	A company in which this Fund invests.
Investment	An investment in one or more Investee Companies on the terms of this Information Memorandum.
Investment Objective	The investment objective for this Fund as stated in this Information Memorandum.
Investment Adviser	Fuel Ventures Limited, as described above.
Investment Advisory Services	Services provided or procured by Fuel Ventures Limited to the Investment Manager and the Investee Companies including, sourcing the Investee Companies, providing investment advice to the Investment Manager, carrying out due diligence on the potential Investee Companies, taxation, marketing, accounting, public relations, information technology and other areas in which start-up companies may need expert advice.
Investment Management Agreement or Agreement	The agreement to be entered into by each Investor and the Investment Manager the terms of which are set out in Appendix 1 of this Information Memorandum.
Investment Manager	Sapphire Capital Partners LLP a limited liability partnership which is authorised and regulated by the Financial Conduct Authority under firm reference number 565716 with the partnership registration number NC000562 and having its registered office at 28 Deramore Park, Malone, Belfast BT9 5JU, United Kingdom.
Investor	A person who enters into an Investment Management Agreement and invests in this Fund.
Maximum Fund Size	No maximum as the Fund is evergreen, unless changed at the absolute discretion of the Investment Manager.
Mentoring Services	Services provided or procured by Fuel Ventures Limited to Investee Companies including taxation, marketing, accounting, public relations, due diligence, information technology and other areas in which start-up companies may need expert advice.
Minimum Fund Size	Aggregate subscriptions of £2,500,000 unless increased or decreased at the absolute discretion of the Investment Manager.
MiFID Directive	The Markets in Financial Instruments Directive (2014/65/EU).

Term	Definition
Minimum Subscription	The minimum subscription is £20,000 for Investors (subject to the Investment Manager's discretion to accept a lesser amount). The minimum subscription amount does not apply to employees of Fuel Ventures or Sapphire Capital Partners.
Nominee	MNL Nominees Limited or such other nominee or agent as the Investment Manager or Custodian may appoint from time to time to be the registered legal holder of Investments on behalf of Investors.
Offer	The offer for subscriptions in respect of the Fund as set out in this Information Memorandum.
Portfolio	The monies an Investor contributes to this Fund on or before an Interim Closing Date plus all Investments made through the Fund which are allocated to an Investor and registered in the name of the Nominee on the Investor's behalf and which are subscribed out of such monies plus all income and capital profits arising thereon and so that, where an Investor contributes more than once in the Fund: (i) all Subscriptions made within a single period which falls between two Interim Closing Dates shall be regarded as part of the same Portfolio; and (ii) Subscriptions which are made within periods which fall between two or more Interim Closing Dates, or between three or more Interim Closing Dates, shall be regarded as separate Portfolios of that Investor within the Fund.
Professional Client	A professional client for the purposes of the FCA Rules.
Qualifying Company	A company that meets the requirements for SEIS Reliefs.
Qualifying Investment	An Investment by a Qualifying Investor in a Qualifying Company which satisfies all the conditions for SEIS Reliefs.
Qualifying Investors	UK taxpayers eligible to claim SEIS Reliefs.
Qualifying Shares	Newly issued shares in the Investee Company, subscribed for by this Fund on behalf of Investors that qualify for SEIS Reliefs.
Relevant Shares	Shares in which the Fund has invested if and for so long as neither a claim for SEIS tax relief made in accordance with the ITA has not been disallowed nor an assessment has been made withdrawing or refusing relief by reason of the company in which the shares are held ceasing to be a Qualifying Company.
Retail Client	A retail client for the purposes of the FCA Rules.
SEIS	The Seed Enterprise Investment Scheme set out in ITA Sections 257A-257HJ and Schedule 5BB of TCGA.
SEIS Compliance Certificate	Compliance Certificates (forms SEIS3) to be issued by an Investee Company following receipt of authority from HMRC for the Investee Company to issue them to Investors in order for Investors to claim SEIS Reliefs.
SEIS Income Tax Relief	Reliefs from income tax available under the SEIS.
SEIS Reliefs	SEIS Income Tax Relief and Share Loss Relief.
SEIS Three Year Period	The period beginning on the date that the Qualifying Shares are issued or, if later, the date that the Investee Company commences trading (trading or qualifying R&D activity, must commence within two years of share issue) and ending three years after that date.
Share Loss Relief	Relief in respect of income tax for allowable losses.
Subscription	A subscription in the Fund pursuant to the Application Form.

Offer Statistics & Timetable

Subject as set out under "Closing Date" the Fund has an evergreen structure, which means that it can accept investments at any time while it remains open. The Investment Manager may, in its absolute discretion, undertake a number of closes in respect of the Fund (i.e. Interim Closing Dates - which will typically be on a quarterly basis) prior to, and on, the Closing Date in tranches of £250,000 (or such other amount as the Investment Manager may decide) in order to commence investment into the Investee Companies. In the event that the Investment Manager undertakes multiple closes of the Fund, Investors may not hold shares in all of the Investee Companies in which the Fund invests.

Fund Name	Fuel Ventures SEIS Fund.
Structure	An unapproved SEIS discretionary managed portfolio, which makes Investments into Qualifying Companies.
Minimum Fund Size	£2,500,000 (subject to change at the absolute discretion of the Investment Manager).
Maximum Fund Size	No Maximum as the Fund is evergreen unless changed in the absolute discretion of the Investment Manager.
Investment Objective	To invest in early-seed, seed, venture investments in Qualifying Companies which are located primarily in the United Kingdom.
Investment Adviser	Fuel Ventures Limited 22 Bishopsgate, London, EC2N 4BQ.
Investment Manager	Sapphire Capital Partners LLP 28 Deramore Park, Belfast, BT9 5JU.
Target Fund Size	A target of at least ten Qualifying Companies per Investor (typically investing from £50,000 to £250,000 per company).
Duration	The expected life of the Fund to hold Investments is ten years or more.
Investment Period	Primarily the 2025/2026 tax year onwards. Investments to be held for minimum of three years (to benefit from SEIS Reliefs).
Targeted Returns	The targeted return after ten years is £5 for each £1 share (i.e. five times return) held by Investors in the Fund.
Close Date	<p>The Fund has an evergreen structure, which means that it can accept investments at any time while it remains open.</p> <p>Please note that Investors who invest in the Fund later may not always be invested in the same Investee Companies as earlier Investors. Therefore, Investors may not hold shares in all the Investee Companies in which the Fund invests, and earlier Investors will have different Portfolios from later Investors.</p>

How to Apply

How to invest in the fund:

1. If you wish to invest in the Fund, you should complete, sign and return the Application Form provided separately to this Information Memorandum, in accordance with the instructions on the Application Form. You cannot make a joint application using this form, but other persons (such as a spouse) may apply separately. Please ensure that you satisfy the anti-money laundering requirements (as explained in the accompanying notes in the Application Form) and enclose the relevant documentation with your application.
2. Please transfer your funds to the Custodian's client account, the details of which can be found in the Application Form, or make your cheque payable to the "MNL Client Account (Sapphire-Fuel Ventures)" and send it together with your Application Form to the Custodian at the following address:

Mainspring Nominees Limited

4th Floor, 140 Aldersgate Street,
London
EC1A 4HY

3. Once you have been accepted as an Investor in the Fund, you will receive a welcome letter and portal log in details from the Custodian.
4. Share certificates and SEIS documents will be provided by the Custodian on each Investment.
5. To apply online: Please complete, digitally sign and return the online application form provided via: <https://fuel.joinfurther.com/sign-up>

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

The Investment Manager may at its absolute discretion increase or decrease the Minimum Fund Size and may undertake a number of closes of the Fund i.e. quarterly drawdowns in tranches of £250,000 (or such other amount as the Investment Manager may decide) in order to commence investment into the Investee Companies.

If your application requires an Independent Financial Adviser (IFA) sign off, please speak to a member of our team who will be able to refer partners that will be able to do this. All IFA fees are to be paid by the Investor.

PLEASE NOTE: if English is not your first language, we strongly recommend you translate this document into your language of choice.

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

Key Features of the Investment

The Fuel Ventures related funds have invested over £215 million in more than 180 companies establishing themselves as market leading investors in the early stage market.

Track Record (as as 22 January 2025)*

Since their respective final investments into Investee Companies were made, the Fuel Ventures EIS Portfolio 1 has achieved an average of a 4.6x multiple on invested capital ("MOIC"), Fuel Ventures EIS Portfolio 2 has achieved an average of a 2x MOIC and Fuel Ventures Portfolio 3 has achieved an average of a 5.6x MOIC. Fuel Ventures Portfolio 4 has achieved an average of a 2.4x MOIC ². The above performance indicators are all based on partially-realised or unrealised valuations and are therefore subject to change.



Notable Exits and Valuations*

- » **Exit:** ContentCal, an online marketing platform, was acquired by Adobe in an all cash deal, providing Fuel Ventures Portfolio 3 a 7.88x uplift on its initial investment in February 2020.
- » **Exit:** Capdesk has been acquired by Carta for US\$88.4m, in a deal comprising a 25%/75% mixture of cash and equity, providing Fuel Ventures Portfolio 3 an 8.1x valuation uplift on its initial investment in March 2019.
- » **Partial-Exit:** Arbolus, an expert insights platform, achieved a partial-exit from Fuel Ventures Portfolio 3, providing a 4.1x realised return on investment in November 2024.
- » Volt received investment from IVP to achieve a 32.8x valuation uplift on Fuel Ventures Portfolio 3's initial investment in January 2020.
- » Runa received investment from Albion Capital and Unilever Ventures to achieve a 14x valuation uplift on Fuel Ventures Portfolio 1's investment in November 2016.
- » OnBuy achieved a 14.18x valuation uplift for Fuel Ventures Portfolio 3 following its initial investment in January 2020
- » Create, a wholesale marketplace, achieved a 11.9x valuation uplift for the Scale Up EIS Fund following its latest round in December 2023.

*Important Risk Warning

The MOICs and valuation uplifts presented above are based on partially realised or unrealised paper valuations (i.e., not actual exits) and are therefore subject to material change. These valuations are highly subjective, may vary significantly over time, and may not reflect the eventual realisable value. Any returns mentioned, including valuation uplifts, refer to gross performance and may not take into consideration fees, commissions or other costs. Actual returns may vary significantly and are likely to be lower once these costs are accounted for. They should not be regarded as an indication of the future performance of investments in this Fund.

Past performance is not a reliable indicator of future results. The value of investments in the Fund may fall as well as rise, and investment outcomes can differ substantially, potentially resulting in the loss of all your capital invested. Shares in early-stage companies are illiquid: you may be unable to sell your holding for several years, if at all. Investors should not rely on these figures as a basis for investment decisions and must consider the illiquid and high-risk nature of early-stage investing. No warranty as to future outcome is implied nor should one be inferred. Tax treatment depends on individual circumstances and may be subject to change. Investments of this type are generally not covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service if the underlying companies fail.

(The above are stated as of 22/01/2025. MOICs and valuation uplifts are at a previous round of external funding and may not be representative of current market valuation; all figures are unrealised or only partially realised.) Note: For a definition of MOIC, please refer to the Endnotes. Investors' attention is also drawn to the information set out at the front of the Information Memorandum, and your attention is drawn to Part Six, headed "Risk Factors".

Experience of Multiple Exits

Mark Pearson is an award-winning digital entrepreneur, having won the 2010 Entrepreneur of the Year at the Growing Business Awards and the 2011 Ernst and Young Entrepreneur of the Year. His experience and expertise in e-commerce, software and marketplaces has resulted in a number of successful exits including his own business MyVoucherCodes, which together with LastSecondTickets was sold in 2014 for a reported £55 million.³

Access to Additional Growth Capital

Fuel Ventures is in a unique position to help provide key follow-on growth capital to selected Investee Companies. By having this in-house capability this may provide a significant advantage to the portfolio companies to continue to grow.

Attractive tax incentives

Qualifying Investors who qualify for SEIS may benefit from:

- » 50% SEIS income tax relief on amount subscribed (up to a maximum investment of £200,000 for the 2025/2026 tax year. Option to carry back to previous tax year providing the £100,000 limit for that year has not been exceeded.
- » Up to 100% inheritance tax relief after two years (provided the investment is held at the time of death) and from April 2026 the 100% relief will be capped at £1 million in total. Qualifying assets beyond this level will receive 50% relief from Inheritance Tax;
- » EIS Capital Gains Tax deferral for the life of the investment on amount subscribed⁶;
- » 50% Capital Gains Tax exemption for chargeable gains reinvested (up to the maximum subscribed);
- » 100% tax free growth (provided income tax relief has been given and not withdrawn and disposal takes place after the end of the SEIS Three Year Period);
- » Loss relief (a loss on shares disposed of can be set against an Investor's income or capital gain to reduce tax); and
- » Business Investment Relief (no taxable remittance for foreign income or gains brought into the UK from offshore for qualifying investments for certain UK resident non-domiciled investors) if invested within 45 days of bringing the funds onshore.

Investor Services

During the investment period, the Investment Manager will offer Investors feedback on the progress of the Investee Companies, including for example:

- » An investment report on a bi-annual basis.
- » Investor events, either virtually or in person, where the Investors can meet a selection of the Investee Companies.

Risks

The attention of Investors is drawn to the information set out in Risk Factors section of this document which sets out the principal risk factors associated with an investment in this Fund.

The tax treatment referred to in this document depends on the individual circumstances of each Investor and may be subject to change in future. In addition, the availability of any tax reliefs depends on the Investee Companies maintaining their Qualifying Company status.

Part One:

Investment Opportunity

Sector Focuses

1 Marketplaces

A marketplace or trading platform is a type of e-commerce website where multiple third parties provide product or service information, whereas the marketplace operator processes transactions. The operator of the marketplace therefore does not own any inventory, which is why it is a highly attractive business model. The operator essentially facilitates the transaction for a fee.

2 Platforms

The European Commission describes online platforms as follows:

"Online platforms cover a wide range of activities including online advertising platforms, marketplaces, search engines, social media and creative content outlets, application distribution platforms, communications services, payment systems, and platforms for the collaborative economy."

Platforms allow for the exchange of information, facilitate interactions and provide for the ripple of network effects.

3 SaaS

Software as a service (or "SaaS") is a way of delivering centrally hosted applications over the internet as a service. SaaS applications are sometimes referred to as web-based software, on-demand software, or hosted software. This allows for users to access software from the internet rather than having to go through complex software development and management. SaaS businesses are typically low cost and high margin businesses, which can also provide monthly recurring revenue.

Investment Approach

The Fund will seek to invest into promising early stage companies.

The typical investment sizes are as follows:

Stage	Description	Typical Investment	Typical Equity
Pre-Seed and Seed	Investing in founders who have the ambition to build a global market leading company with the passion and ability to execute.	£50,000 - £250,000	~10-30%

Please note that the above definition of “seed” does not refer to seed companies as defined by the Seed Enterprise Investment Scheme.

Investment Restrictions

- » Before an Investment is made in any Investee Company, the Investee Company must obtain HMRC SEIS advance assurance.

Investment Decision Process

Outlined below is the Investment Manager and Investment Adviser’s four-stage approach used in identifying a potential Investee Company.

- » Identification: building on research carried out by the Fuel Ventures team, utilising their existing high profile and network of alumni and contacts from previous investments, Fuel Ventures (acting as the Investment Adviser) will identify early-stage start-ups primarily in the UK. All identified opportunities will be evaluated against investment criteria set by Fuel Ventures before moving to the discovery stage.
- » Discovery: The Fund seeks to invest in people as much as ideas. The informal and subjective discovery process provides the Investment Adviser and Investment Manager with the opportunity to understand not only the company founders but also how Fuel Ventures will be able to support the growth of the company.
- » Evaluation: Once passed the discovery stage, Fuel Venture’s evaluation process tests the assumptions of the company plans. This is coupled with a due diligence process carried out by Fuel Ventures as part of the Investment Advisory Services, across key aspects of a potential investee’s business and its key employees.
- » Investment: Recommend investment advice is presented by Fuel Ventures, in their capacity as the Investment Adviser to the Investment Manager, in order to allow the Investment Manager to review and to decide on proposed Investments.

Exit Strategy

The Fund—via the Investment Adviser—seeks to assist the Investee Companies with Mentoring Services to build products and services people want and need, helping them grow and increase in value for potential acquisition or listing opportunities.

The expected holding period of most investments will be between the minimum three years for tax conditions and up to ten years. The recommended holding period for an Investor is ten years. However, it is noted that Investee Companies may be held for significantly longer periods. It is also noted that following the realisation of the Qualifying Shares in each Investee Company, the realisation proceeds will be paid to the Investors. Consequently, it is possible that Investors will receive distributions from the Fund over a long period of time.

Part Two:

The Fund Team

The Fund will be managed by the Fund Investment Manager. The Investment Manager will work with Fuel Ventures to provide Investment Advisory Services to the Investment Manager, as well as company Mentoring Services to the Investee Companies. The Investment Manager will use this investment advice in its sourcing, negotiating and implementing Investments.



Fuel Ventures Limited

Fuel Ventures seeks to take a pro-active approach to growing great companies with big potential. Its primary focus is on assisting Investee Companies selected by the Investment Manager to build proven technology driven business models that have the ability to scale quickly and have international growth potential. The Investment Advisory Services provided by Fuel Ventures for the Investment Manager seeks to identify entrepreneurs with businesses that will define the next era of innovation. Fuel Ventures creates value by typically taking a hands-on approach from the very beginning, working with entrepreneurs to transform their vision into reality.

Fuel Ventures is the appointed representative of Palace Ventures Limited who are authorised and regulated by the Financial Conduct Authority with firm reference number 433291.



Fuel Ventures Team

The Fuel Ventures team consists of circa 18 full-time employees and below are some of the leadership team.

Mark Pearson, Founder, Managing Partner



Mark Pearson is an award winning⁴ digital entrepreneur and investor. In 2006 Mark began his career in e-commerce. From an initial investment of £300, Mark grew MyVoucherCodes into a leading voucher code brand in Europe, with the network serving millions of users worldwide. In 2014 Mark exited MyVoucherCodes to Monitise Plc (in a combined exit with Last Second Tickets) for a reported £55 million.⁵

Michael Burnett, Managing Partner



Michael has worked at Fuel Ventures for seven plus years and manages the business as a Managing Partner. Michael has raised £100m+ for Fuel Ventures Funds and has one of the most expansive investor networks within the UK/Europe. In addition, Michael has been actively involved in sourcing, investing and managing some of Fuel Ventures' fastest growing companies, whilst also being a representative on the Investment Committee. Finally, Michael has also acquired invaluable operator led experience, namely from Co-Founding one of Europe's most successful B2B Software acquirers called Abingdon Software Group back in 2022, with the business having gone on to raise £100m+ of capital whilst also being one of Fuel Ventures' most valuable investments to date.

Stan Williams, Director



Stan has been investing in early-stage companies since 2013. He began his career at one of the UK's leading angel networks, where he was Head of Investor Relations and helped establish and invest a dedicated SEIS fund. For the past seven plus years, Stan has been a Partner at Fuel Ventures, raising over £100m across multiple funds and building one of the most active early-stage portfolios in the UK. He was directly responsible for sourcing ContentCal and Capdesk, two of Fuel's most profitable exits to date. Stan also led the creation and launch of the Fuel Ventures VCT, now listed on the London Stock Exchange.

Jing Xu



Jing has been at Fuel Ventures since 2016. She graduated in finance and legal management and has extensive experience working with high net worth investors. She has worked closely with the Investee Companies on securing additional growth capital and overseas expansion.



Shiv Patel

Shiv has been with Fuel Ventures for over six years and is one of the Partner's who plays a key role in the Fund. Shiv has been instrumental in sourcing, investing, and managing a wide range of companies across Fuel Ventures portfolio and he has also been heavily involved in supporting companies through later-stage fundraising. Notably, Shiv has helped deliver successful exits from the portfolio, including ContentCal's acquisition by Adobe and Arbolus' recent secondary transaction, delivering strong returns to shareholders. In addition, Shiv sits on the Fuel Ventures Investment Committee, where he contributes to investment strategy, while also overseeing firm-wide operations.



Oliver Hammond

Oli has been with Fuel Ventures for over six years and plays a key role in sourcing new deals and managing the firm's portfolio. During his time at Fuel Ventures, he has been actively involved in supporting some of the Fund's most successful companies, including Volt, Europe's leading open banking payments provider which raised at a \$350m valuation and Lunio, the Manchester-based ad security platform that secured a €15m Series A to expand its global operations. In addition to managing high-growth investments, Oliver works closely with the Investment Committee to identify and back the next wave of category-leading technology businesses. Before joining Fuel Ventures, Oliver built experience in venture investing and startup advisory, which he has since applied to the Fuel Funds expanding portfolio of over 180 companies.

Sapphire Capital Partners LLP



Sapphire is a multi-award-winning investment management firm authorised and regulated by the Financial Conduct Authority. Sapphire is a specialist investment management firm established to provide investment management services and bespoke SEIS and EIS solutions.

Further details on Sapphire can be found on its website:

<http://www.sapphirecapitalpartners.co.uk>

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



Boyd Carson

Sapphire is headed by Boyd Carson, who has considerable breadth of knowledge in the financial sector. Boyd has over 30 years' experience in the accounting and corporate finance markets, having previously worked at PwC where he was a Director in the firm's Transaction Services group in New York specialising in mergers, acquisitions and disposals. Boyd is a Fellow of the institute of Chartered Accountants.

The Custodian



The Fund's initial Custodian is Apex Unitas Limited, which is authorised and regulated to hold client assets by the Financial Conduct Authority with firm reference number 591814. MNL Nominees Limited, a wholly owned subsidiary of and acting under a power of attorney from the Custodian, will act as nominee for the Investors and shares issued by the Investee Companies will be held in the name of the Nominee.

Part Three:

Example Prior Investments

The following companies have been invested in under Fuel Ventures EIS Portfolio 1, 2, 3, 4, Fuel Ventures Scale Up EIS Fund and Fuel Ventures SEIS Fund. They are representative of the type of potential investments identified by the Investment Adviser and Investment Manager that may be made by this Fund. It is noted that these are examples only and do not represent actual investment opportunities for the Fund and should not be regarded as an indication of the performance of future Investments in this Fund.

EIS Example Prior Investments

Company	Description	Fund	Valuation Uplift*
 Runa	Runa seeks to revolutionise the \$300 billion gift card industry and transform how businesses use digital currency by turning plastic gift cards into a real-time payment method.	FV1	14x
 Feel	Feel is delivering premium health and wellness products with the highest quality ingredients right through the letterbox.	FV2	6.3x
 Geomiq	Geomiq is a platform that provides instant quotes and instant ordering of custom manufactured parts, through trusted manufacturing partners.	FV2	8.6x
 Arbolus	Arbolus is a marketplace for independent consultants and businesses to efficiently find each other and work together.	FV3	6.9x
 Capdesk	Capdesk allows private companies to efficiently manage their equity and capitalisation tables through software, allowing companies to streamline equity plans and report to financial authorities with absolute confidence.	FV3	8.1x
 OnBuy.com	OnBuy is an ecommerce marketplace that doesn't hold stock and provides buyers with greater choice and savings.	FV3	14x
 CREOATE	Creoate is a B2B marketplace for unique wholesale products. It allows retailers to shop from independent brands online.	FV4	11.9x
 peckwater BRANDS	Peckwater Brands offers delivery franchises to kitchen operators. Their virtual concepts are uniquely flexible: they work alongside existing brands, providing kitchen operators with fully-serviced food concepts.	Scale Up	5.5x
 Fundpath®	Fundpath is a data and technology service for the asset and wealth management industry that is designed to make the process of selling and buying investment funds more efficient.	Scale Up	1.4x

*Accurate as of 22/01/2025. The above valuation uplifts are at the previous round of external funding and may not be representative of the current market valuation. The valuation uplifts refer to the gross performance and therefore does not take into consideration fees, commissions, and other costs. Actual returns may vary significantly. All the above are unrealised. Past performance is not indicative of future performance.

SEIS Example Prior Investments

Company	Description	Fund
	Tyde is a platform that makes funerals fairer and more affordable, often helping families save up to 40% compared with the average UK funeral cost. You can make your arrangements online or over the phone - 24/7.	SEIS
	Agile Tribe is a marketplace for companies to hire freelance developers, marketers and designers. Each freelancer is vetted to ensure only the top ~4% of talent is available for selection and hiring. This solves the problem of a lengthy hiring process for businesses and can reduce the time taken to construct a project team to days rather than weeks/months.	SEIS
	SAI Group is a SaaS product that helps retailers lower costs by reducing theft in their stores and increase revenues through operational and customer data insights. In a large retail store, theft prevention can save retailers £500k for £50m of annual sales revenue with very little effort or investment.	SEIS
	Supportwave (formerly NerdApp) is a double-sided marketplace for on-demand and remote IT support services. Supportwave matches tech support requests from consumers (B2C) and businesses (B2B) with IT technicians. Supportwave is the first and only global tech support marketplace platform, where users can access technicians from across the world in multiple time zones, providing true 24/7 support.	SEIS
	Outmin make companies' Finance & Admin department turn-key and autonomous, providing superior information faster and at a lower price-point through a single log in, handling book-keeping, payroll, expense management, tax, CoSec compliance and accounts production today. Their customers no longer have to worry about hiring, training and retaining accounts staff while having access to a human accountant augmented by bespoke software to answer any unusual questions as required.	SEIS
	ClearCustoms.io is a disruptor that uses artificial intelligence to streamline customs clearance transactions in the UK. ClearCustoms' self-service platform reduces the time required to complete a customs declaration from 30+ minutes to three minutes, saving both money and time. This will have a profound effect on the industry. 420,000 importers may now do their own clearance, alleviating their dependency on clearing agents.	SEIS
	Hotel Manager is the central technology interface that connects to a hotel's other systems, providing a great front-end experience for guests and staff.	SEIS

Part Four:

Charges

Initial Costs

There will be an Initial Charge payable by each Investor equal to a total of 5% of the amounts invested in the Fund (unless otherwise agreed). As this charge is paid by Investors prior to Investment in the Investee Companies it will reduce the SEIS relief available to Investors. Ordinarily, we expect but cannot guarantee this fee to be exempt from UK VAT under Item 5, Group 5, Schedule 9 of the VAT Act 1994.

Annual Charges

An annual management charge is payable to the Investment Manager by each Investee Company equal to a total of 1% (plus VAT) of the amounts invested in the Investee Company (unless otherwise agreed).

The Investment Manager will, out of the Initial Costs and the Annual Charges payable by Investee Companies and Investors, pay for the Investment Advisory and Mentoring Services undertaken by Fuel Ventures and the services provided by the Custodian. It is noted that the annual charge, relating to the first five years, will be aggregated and paid in full on the date in which the Fund money is invested into each Investee Company. The Investment Manager may, at its discretion, charge fees in respect of each year thereafter to be paid on the commencement of each successive year.

Performance Fee

A performance fee will be payable to Fuel Ventures, Sapphire Capital Partners LLP and related parties of 30% (plus VAT where applicable) on the amount of the aggregate increase in value of the Investments over and above £1.20 for every £1 invested by an Investor in the Fund. No performance fee will be charged on any amounts below the hurdle rate of £1.20.

For the avoidance of doubt, a single performance fee shall be payable collectively to Fuel Ventures and Sapphire Capital Partners LLP in each instance that a performance fee is payable. Sapphire Capital Partners LLP will collect the performance fee and the allocation of the performance fee between Fuel Ventures and Sapphire Capital Partners LLP will be agreed between the parties.

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

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

Other Costs

Any reasonable arm's length expenses and/or transaction fees (plus VAT) incurred by the Investment Manager in managing the Fund and/or by the Investment Adviser in assisting the Investment Manager or Investee Companies shall be reimbursed by Investee Companies.

Adviser Fees

If an Investor requests that a payment is made to their financial adviser or Intermediary for advice received, this will be deducted from the Investor's subscription monies, before their investment is made in the Investee Companies. The maximum adviser fee is 4.5% (plus VAT where applicable) of the subscription monies.

VAT

VAT will be added to all fees and charges where applicable. We expect but cannot guarantee the Initial Charge to be exempt from UK VAT under Item 5, Group 5, Schedule 9 of the VAT Act 1994. VAT will not be charged on the Performance Fee for Investors based outside the UK.

Part Five:

Governance and Reporting

Fund Structure

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

By agreeing to invest in the Fund, the Investors appoint the Investment Manager to invest their Subscriptions on a discretionary basis into companies selected by the Investment Manager. The Minimum Fund Size is £2,500,000 and the Fund is an evergreen fund which means there is no maximum fund size. Please note that the Investment Manager may at its absolute discretion increase or decrease the Minimum Fund Size or impose a maximum fund size and increase or decrease any such maximum fund size and may undertake a number of closes (i.e. on a quarterly basis) of the Fund in tranches of £250,000 (or such other amount the Investment Manager shall determine) in order to commence investment into the Investee Companies. The minimum subscription is £20,000 for Investors (subject to the Investment Manager's discretion to accept a lesser amount). The minimum subscription amount does not apply to employees of Fuel Ventures or Sapphire Capital Partners. The Performance Fee does not apply to employees of Fuel Ventures or Sapphire Capital Partners LLP who invest in the Fund.

The Fund is not a legal entity, nor is it considered to be a collective investment scheme as defined in section 235 of the Financial Services and Markets Act 2000, but it is considered to be an Alternative Investment Fund for the purposes of the AIFMD.

Life of the Fund

In order to retain the SEIS Reliefs, Investors must hold the Qualifying Shares for the SEIS Three Year Period. It is intended that the Investment Manager and Investment Adviser will consider options for realising the Qualifying Shares in the interests of the Investors after the expiry of the SEIS Three Year Period. Having

regard to the SEIS Three Year Period and the feasibility of obtaining a realisation thereafter, the Fund has an expected life of ten years. Typical Investments are likely to be realised between three to ten years but there can be no guarantee that all Qualifying Shares will be realised within this period and Investors may not be able to realise or withdraw their investments in Investee Companies within ten years. However, the Investment Manager may, at its absolute discretion, have regard to any requests made to it by an Investor to liquidate any individual shareholdings in the Fund (but such termination may result in a loss of SEIS Reliefs and crystallisation of CGT in respect of capital gains on which CGT Reinvestment Relief had been claimed).

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

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

It would be prudent to view an Investment in the Fund as long term. An Investment should only be made in the Fund on the basis that it will remain invested for at least three to ten years and it is noted that the Fund has a recommended holding period of ten years, or more.

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

Exit from an Investee Company

Each Investor is entitled to exit from an Investment in an Investee Company, on an ad hoc basis in accordance with this section and the terms of the Investment Management Agreement as per Appendix 1.

Each Investor may identify a third party buyer who wishes to purchase the Investor's Investment in an Investee Company.

In exiting from an Investee Company of the Fund, the selling Investor will instruct the Investment Manager to dispose of the Investment provided that:

- the Investor has identified a buyer or buyers for all of his or her shares in the Investee Company held by the Fund on his or her behalf and provides full

instructions to the Investment Manager in respect of the sale and transfer of the shares;

- such instructions are, and such disposal is made, in accordance with the terms of the articles of association, any investment / subscription / shareholders' agreement, and any other document relevant to a disposal of shares in the Investee Company binding the Fund and/or the Investor;
- the Investor undertakes to reimburse and indemnify any and all reasonable (legal, accounting or otherwise) costs or expenses the Investment Manager and/or the Investment Adviser may incur in connection with such disposal and pay any Performance Fee which falls due; and
- the Investor acknowledges that exiting the relevant Investee Company may compromise any tax relief or tax advantage they may have originating from the Investment and holds the Investment Adviser and Investment Manager harmless.

The Custodian may apply a dealing charge in respect of the transaction, in accordance with the Custody Agreement.

If an Investor exits all Investee Companies invested via the Fund, the Investor's participation in the Fund will terminate in accordance with clause 15 of the Investment Management Agreement.

Early Exits

At the sole discretion of the Investment Manager, an Investor may be permitted to transfer and sell part or all of his or her interest in the Fund to a third party purchaser provided that such opportunity has arisen ad hoc and is not a part of any pre-arranged exit.

The sale of a partial interest in the Fund may comprise the sale of the Investor's beneficial interest in shares in one or more Investee Company(ies) and the Investor's rights and obligations in the Fund arising from his beneficial interest in those shares.

Such an exit might happen where a purchaser approaches an Investor to inquire about purchasing the Fund's shares in an Investee Company. In this event the Investor should introduce the prospective purchaser to the Investment Adviser. Alternatively a prospective purchaser may approach the Fund directly. In either case, the Investment Manager and Investment Adviser may, at their sole discretion, decline the prospective

purchaser or introduce the prospective purchaser to the Investors in the Fund. The approach may be declined for any reason including but not limited to (1) the unsuitability or unwillingness of the prospective buyer as or to be an Investor and/or (2) the unwillingness of the prospective buyer to make such offer to all Investors on a pro-rata basis. If an introduction is made, the Investment Adviser and Investment Manager will introduce such prospective buyer to all and not some of the Investors. Following the prospective buyer's offer to purchase the interests of Investors on terms approved by the Investment Manager, an Investor may sell his relevant interest in the Fund to the buyer provided that:

- the Investor has provided full instructions to the Investment Manager in respect of the terms of the sale and transfer of his or her interest to be assigned to the purchaser;
- as the terms of the sale are approved by the Investment Manager; in its sole discretion;
- the documents transferring the Investor's interest in the relevant Investee Company are in forms approved by the Investment Adviser and the Investment Manager in their sole discretion; and
- the Nominee shall continue to be the registered legal holder of the shares in the Investee Companies (despite the transfer of the beneficial interest) and shall hold such shares on trust for and on behalf of the purchaser.

Fund Raising Process

The Fund is evergreen. This means that the Fund has no final closing date and Subscriptions from Investors are accepted all year round. It is important to note though that the Fund will have Interim Closing Dates (which will typically be on a quarterly basis) as determined by the Investment Manager. Investors who invest in the Fund on or after a particular Interim Closing Date may not be invested in the same Investee Companies as those who invest before an earlier Interim Closing Date. All Subscriptions in the Fund made within a single period which falls between two Interim Closing Dates shall be regarded as part of an Investor's single Portfolio. If an Investor contributes more than once to the Fund and such further Subscriptions fall across two or more Interim Closing Dates or three or more Interim Closing Dates, these further Subscriptions shall be regarded as separate Portfolios of the Investor within the Fund.

Fund Reporting

Investors will receive statements and reports twice a year, with details of Investments made within their Portfolios. Retail Clients will be provided reports on a bi-annual basis unless otherwise expressed.

Online Investor Portal

Fuel Ventures Online Investor Portal is provided by Further Finance Limited ("Further"). This portal allows Investors to apply to the Fund and subsequently view and store investment reporting and other communications (such as SEIS/EIS forms and tax statements). Investors can log in anytime to obtain the latest reports about their investments. More details about the Further company can be found at <https://joinfurther.com>.

Investment Conflicts Committee

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

The Custodian

The Investment Manager shall arrange for the Custodian to provide safe custody services in relation to Investments and the Investor's cash pursuant to the Custody Agreement, an URL link to a copy of which is provided at Appendix 2. The Custodian will act as custodian of the cash and other assets of the Investor.

The Custodian, will deposit and hold Investors' cash in one or more client bank accounts, in which Investor funds may be aggregated, with any banking institution that is regulated by the FCA, and will be deposited in a segregated client money account in accordance with the rules and guidance in CASS 7 of the FCA Handbook, as may be supplemented, varied or amended from time to time (the "Client Money Regulations").

Interest earned on cash held on behalf of Investors will be credited gross to Investor's accounts on a quarterly basis.

The Custody Agreement may be terminated by the Custodian upon 90 days' prior written notice to the Investment Manager. The Custodian may also terminate

the Custody Agreement in the event of a material breach of the Investment Manager (subject to any cure period as set out in the Custody Agreement).

Custodian Services

The Investment Manager shall instruct the Custodian to establish and maintain a capital account for each Investor, and all items of income, gain, loss, expense or any other fee or deduction shall be allocated to the Investor's capital account.

By accepting the terms of the Investment Management Agreement, the Investor agrees that:

- a. the Investor has accessed the Custody Agreement via <https://systems.mainspringfs.com/documents/fuel-ventures-manager-sapphire-capital-partners-llp/custody-agreement/29f> and has read and understood the terms and confirms its acceptance to the terms of the Custody Agreement;
- b. the Investment Manager is authorised as the Investor's agent to enter into the Custody Agreement on the Investor's behalf, to give instructions to the Custodian and to agree any subsequent amendments to the Custody Agreement on the Investor's behalf;
- c. the Investment Manager has delegated the provision of administration, nominee and safe custody services to the Custodian;
- d. the Investor is bound by the terms of the Custody Agreement; and
- e. the Custodian is authorised to transfer cash or Investments from the Investor's account to meet its fees and settlement or other obligations under the Custody Agreement.

Under the Custody Agreement, the Investor shall remain the customer of the Investment Manager, but will also become a customer of the Custodian for settlement, custody and nominee purposes only. The Investment Manager retains responsibility for compliance and regulatory requirements regarding the management of the Investment. The Custodian neither provides investment advice, nor gives advice nor offers any opinion regarding the suitability of any transaction. The Investor should direct all enquiries regarding the Investment to the Investment Manager and not to the Custodian. The Custodian will not accept instructions from the Investor directly.

The Investment Manager may, in its sole discretion,

In each case, individual client entitlements may not be identifiable by separate certificates, or other physical documents by title, entries on the register or equivalent electronic records.

Financial Services Compensation Scheme

The Investment Manager participates in the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 as amended by the Financial Services and Markets Act 2023. The scheme provides compensation to eligible investors in the event of a firm being unable to meet its customer liabilities. Payments under the scheme to an eligible investor for protected claims against a firm in respect of protected investment business are limited to a maximum of £85,000. Not every investor is eligible to claim under this scheme. Whilst Sapphire Capital Partners LLP is authorised and regulated by the FCA and the Fund is categorised by the FCA as an alternative investment fund, participation in the Fund may not be covered by the Financial Services Compensation Scheme. For further information please contact us, or the FSCS directly at www.fscs.org.uk. or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Alternative Investment Fund Managers Directive

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

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

Part Six:

Risk Factors

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

- » The value of shares can go down as well as up and this could result in an Investor incurring a total loss of their Investment. If you cannot afford to lose all of your Investment, you should not consider applying to subscribe through this Fund.
- » The Fund will invest in seed capital opportunities in a variety of industries and technologies. By definition these are high-risk situations which, if unsuccessful, may result in a total loss of the Investment but which, if successful, offer the potential of high returns.
- » An investment in the Fund should be considered a long term investment. The exit strategy of the Fund will be to realise individual investments following the SEIS Three Year Period, but in practice this period could be longer, and since the Fund is evergreen, Investors may be unable to achieve a return on investments made for their account for a long period of time (i.e. ten years or more).
- » One or more Investee Companies may fail, their securities may be sold for substantially less than their acquisition cost, or those securities may have no market at all. Accordingly, Investors may potentially lose the total amount of their investment and should therefore only consider investing if this is a risk they can afford to bear.
- » The Fund may take minority positions in Investee Companies. As a minority investor, the Fund may be less able, or unable, to materially influence the policies pursued by an Investee Company if there are majority investors who, by reason of their stake, have an effective veto on the company's affairs.
- » Investee Companies are early stage and relatively small. They will be dependent on the skills of a small group of key executives, the loss of which may be particularly detrimental to those companies.
- » Products and technologies developed by Investee Companies may prove not to be commercially or technically successful.
- » Investee Companies are very likely to need to borrow funds from third parties. This exposes an additional risk and means that the Fund shareholders will rank as creditors behind lenders in an insolvency situation.
- » Investments will be made in companies whose securities are not traded on any public market or exchange. Accordingly, it is unlikely that an Investor (or the Investment Manager on their behalf) will be able to sell any part of their investment prior to the investment being realised as a whole.
- » The Fund may seek an initial public offering of an Investee Company on the financial market, but is not obliged to realise the value of the shares issued by the company unless it considers that it is in the best interests of Investors.
- » Investment in Investee Companies will usually be made in Sterling. In the event of income from an Investee Company's operations arising made in currencies other than Sterling, the performance of the company and the return to Investors will be affected in relative terms by the movement of Sterling against that operating currency.
- » This Information Memorandum provides details of projected performance that may or may not be achieved by the Fund.
- » Investors should note that past performance is no guide to future performance.
- » The Fund has discretion to use monies raised from Investors as follow-on investments in Investee Companies. This may affect the return to Investors in the Fund, either because the follow-on investment is made at a higher initial value than the previous investment in the same Investee Company or because the exit from that investment occurs sooner than is the case for the original Investors in the company in question.
- » Valuations may be provided to Investors. No warranty is given that any such valuation is capable of being attained on a disposal, flotation, or other realisation. Valuations will be conducted in accordance with the guidelines as per the International Private Equity and Venture Capital Guidelines ("IPEV").
- » The Fund may need to increase initial capital invested in Investee Companies and/or use capital to support operating costs needed for proper solvency of the Fund, and this may reduce the amount of capital available for investment in future Investee Companies which may result in lower or no returns to Investors.

- » The value of the Investor's Investment may be affected by a range of external factors including but not limited to economic and political conditions, interest rates, fluctuations in foreign exchange rates, etc. As a result of the United Kingdom's decision to leave the European Union and the war in Ukraine there may continue to be a period of uncertainty and a potential economic downturn or recession. Any uncertainty and downturn or recession in the economy of the United Kingdom or in the economy of a country trading with the United Kingdom may have an adverse impact upon the prospects of the Investee Companies and therefore negatively impact the Investments made by Investors.
- » The Fund is heavily dependent on the services of Fuel Ventures Limited (and in particular Mark Pearson and Stan Williams) to act as the Investment Adviser and provide Mentoring Services to the Investee Companies. Any loss of these services may have an adverse impact upon the prospects of the Investee Companies and therefore negatively impact the Investments made by Investors.
- » There can be no guarantee that the Investment Objective of the Fund will be achieved.
- » The past performance of Investments dealt with by the Investment Manager or the Investment Adviser, should not be regarded as an indication of the performance of future Investments made by the Investment Manager on behalf of Investors through the Fund.
- » It may be difficult to obtain accurate information to determine at any given time the value of the Fund's Investments.
- » Many unquoted companies have small management teams and are highly dependent on the skill and commitment of a small number of individuals. The performance of Investee Companies may therefore be adversely affected by the departure or unavailability of certain key personnel.
- » Force majeure events, which are events beyond the control of a party, including fire, flood, earthquake and other acts of God, pandemics, terrorist attacks and war may affect a party's ability to perform its contractual obligations or may lead to the underperformance of an Investee Company.
- » Each Investee Company may not have a trading history or only a limited one.
- » Conflicts of interest may arise in relation to a number of factors and these conflicts will be managed by the Investment Conflicts Committee.

Additional Risk Factors for Investors Seeking Tax Advantages

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

- » Representations in this Information Memorandum with respect to tax advantages relate to the generic position of a UK-resident individual tax-payer and do not amount to tax advice to any person.
- » Tax legislation and HM Revenue & Customs practice are subject to change at any time and the tax advantages may be amended or withdrawn.
- » Any loss of SEIS qualifying status by an Investee Company or change in the Investor's personal circumstances may lead to the loss of the Investor's tax advantages (in relation to a specific Investee Company investment or generally). No guarantee can be given that any or all investments will qualify, or continue to qualify, for the tax advantages.
- » The Fund shall not be liable for any loss incurred by an Investor in relation to value received (pursuant to S213 Income Tax Act 2007) by any person from any Investee Company or as a result of a change in circumstances of an Investee Company at any time.
- » The Fund retains complete discretion to realise an SEIS investment at any time (including within the SEIS Three Year Period) that it considers appropriate. In such case, some or all of the tax advantages relating to that particular investment will be lost. In making such a disposal, The Fund is not obliged to take into account the tax position of Investors (individually or generally).
- » The Fund will invest in unquoted companies as defined under the relevant SEIS legislation, the securities of which will not be freely marketable and this may restrict the Fund's ability and any Investor's ability to exit any Investment it makes.
- » Investment in a Fund such as the Fuel Ventures SEIS Fund should not be considered a short-term Investment.

Any withdrawals within the SEIS Three Year Period will result in the loss of SEIS and CGT Reliefs in relation to those companies. It may take considerable time to realise any of the Fund's Investments.

- » If any Investor requires to realise their shares within the SEIS Three Year Period then they must be aware of the consequences i.e. losing their rights to the tax benefits.
- » Neither the Investment Adviser nor the Investment Manager pre-arrange exits for the Investors' Investments. Any pre-arranged exit or attempt to pre-arrange an exit by an Investor may have material adverse consequences i.e. losing their rights to the tax benefits.
- » Should an Investor decide to sell their interest in an Investee Company or the Fund in accordance with the 'Exit from an Investee Company' or 'Early Exits' sections of the Information Memorandum such sale and transfer may have material adverse consequences i.e. losing their rights to the tax benefits..
- » It is possible that an Investor could cease to be entitled to certain tax benefits available under the SEIS. For example, SEIS Reliefs, CGT Reliefs and potential IHT Reliefs may be lost if an Investor receives value from the Investee Company (other than a normal dividend), in the period from the incorporation date of the Investee Company to the expiry of the SEIS Three Year Period.
- » There is no guarantee as to the timing of the availability of the SEIS Compliance Certificates that are needed in order to claim SEIS Reliefs. It should be noted that the Investment Manager nor the Investment Adviser have any control over the availability of the associated SEIS certificates. For the avoidance of doubt the Investment Manager, the Investment Adviser or Custodian/Nominee will not be liable for any loss suffered in respect of the timing or non-issue of the SEIS certificates.
- » If the amount of an Investor's Subscription is such that his/her pro-rata beneficial interest in any Investee Company in the Fund exceeds 30% of the capital or voting rights (taking into account the interests of his "associates" as defined under the legislation), the Investor will be treated as being "connected" to the Investee Company and will not be entitled to SEIS Income Tax Relief in respect of an Investment in that Investee Company.
- » The taxation treatment depends on the individual circumstances of each Investor and may be subject to change in the future.
- » Whilst it is the intention of the Investment Manager to invest in companies qualifying under SEIS legislation, the Investment Manager cannot guarantee that all Investments will qualify for SEIS Reliefs, CGT Reliefs or IHT Relief. Equally, following an Investment in a Qualifying Company, the Investment Manager cannot guarantee the continued availability of SEIS Reliefs, CGT Reliefs or IHT Relief relating thereto because this depends on the continuing compliance with the requirements of the SEIS legislation by the Investee Company.
- » All Investee Companies will have obtained SEIS advance assurance from HMRC prior to any investment by the Fund. In obtaining the SEIS advance assurance from HMRC, the Investment Manager will not, nor instruct any third party to, independently review or verify the accuracy, completeness or any other aspect of the relevant Investee Company's application for SEIS advance assurance and its supporting documentation. Once SEIS advance assurance has been obtained from HMRC, the Investee Company will be responsible for maintaining and satisfying the requirements of its SEIS status, and this will not be monitored by the Investment Manager nor Fuel Ventures Limited.
- » Where an Investor or an Investee Company ceases to maintain SEIS status in relation to any individual Investment, it could result in the loss of some or all of the available reliefs (together with a possible charge to interest thereon).
- » Following the admission of an Investee Company to the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc's market for listed securities (but not a quotation on AIM), Business Relief for IHT purposes will cease.
- » The levels and bases of reliefs from taxation may change or such reliefs may be withdrawn. The tax reliefs referred to in this Information Memorandum are based on legislation currently in force. The ultimate value of any tax relief available depends on the individual circumstances of Investors at the point of investment. The tax rules described in this Information Memorandum are a summary only.
- » The tax reliefs referred to in this Information Memorandum may not apply throughout the life of the Investment.
- » The tax year for which SEIS Relief is available may be later than originally envisaged if the timing of Investments is delayed.

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

Custody Risk

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

Cybersecurity Risk

The Fund or any of the service providers, including the Investment Manager, Investment Adviser, the Nominee and the Custodian and Further Finance Limited may be subject to risks resulting from cybersecurity incidents or technological malfunctions. Such incidents or malfunctions may have a negative impact on the repayment of your investment, interfere with the Investment Manager's ability to calculate the value of your Investment, disrupt the ability of Investors to subscribe to this Fund or make withdrawals and other processes all of which may have a negative impact on the returns generated for Investors. A cybersecurity incident may also have an impact on the security of your personal data held by the Investment Manager, Investment Adviser, Further Finance Limited or Custodian and Nominee. Additionally, such cybersecurity incidents may negatively impact the reputation of the Fund or any of the service providers, including the Investment Manager and the Investment Adviser which may affect the capacity of this Fund to achieve any targeted return. The Investment Manager and the Investment Adviser rely on third party providers such as Further Finance for many day-to-day operations and will be subject to the risk that the protections and policies implemented by such providers will be ineffective to protect the Investment Manager or the Investment Adviser from such incidents or malfunctions.

Part Seven:

SEIS Taxation Benefits

1. SEIS Tax Reliefs

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

a) Income Tax Relief – 50%

Individuals can obtain 50% income tax relief on the amount subscribed for Shares in SEIS Qualifying Companies (up to an annual maximum £200,000) although relief will be denied for investment into an SEIS Qualifying Company with which the individual is connected. Spouses and civil partners can each separately subscribe but they will not be able to jointly own more than 30% of the share capital and voting rights in a single qualifying SEIS company.

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

The Investor must hold the shares throughout the SEIS Three Year Period in order to retain the SEIS relief.

b) Carry Back Relief

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

c) SEIS CGT Exemption (SEIS Reinvestment Relief)

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

d) Capital Gains Tax Exemption

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

e) Loss Relief against income or gains

Unrestricted tax relief is available at any time in respect of any loss realised upon a disposal of shares in an SEIS Qualifying Company on which SEIS income tax relief (see (a) above) has been given and not withdrawn. The amount of the loss (after taking account of any income tax relief initially obtained) can be set against the individual's gains in the tax year in which the disposal occurs, or, if not fully used, against gains of a subsequent year. Alternatively, on making a claim, the loss net of income tax relief may be set off against the individual's taxable income in either the tax year in which the disposal occurs, or the previous tax year.

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

f) Inheritance Tax – Business Relief

Although not an SEIS tax relief as such, an investment in an SEIS Qualifying Company will normally qualify for relief from IHT under current legislation, provided the investment has been held for at least two years and is still held at time of death. There is no upper limit on the amount of IHT relief which can be claimed. From April 2026 the 100% relief will be capped at £1 million in total. Qualifying assets beyond this level will receive 50% relief from Inheritance Tax.

2. Date for claiming tax relief

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

3. SEIS3 certificates

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

It should be noted that the Investment Manager nor the Investment Adviser have any control over the availability of the associated SEIS certificates. For the avoidance of doubt the Investment Manager, Investment Adviser or Custodian will not be liable for any loss suffered in respect of the timing or non-issue of the SEIS certificates.

4. SEIS Qualifying Companies

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

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

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

For SEIS purposes, the value of the gross assets of the Investee Company and any subsidiaries must not exceed £350,000 immediately before the issue of Shares. Subject to certain exceptions, the maximum SEIS fundraising per Investee Company is restricted to an all-time maximum of £250,000 (this includes any State Aid received) and the maximum number of full-time employees (or full-time equivalent) in the Investee Company at the time of Investment is restricted to fewer than 25.

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

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

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

- » providing services to a trade consisting of any of the above carried on by a “connected person.”

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

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

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

Please note that this is only a condensed summary of the taxation legislation and should not be construed as constituting advice which a potential Investor should obtain from his or her own investment or taxation adviser before applying for an investment in the Fund. The value of any tax reliefs will depend on the individual circumstances of Investors.

Neither the Investment Manager (Sapphire Capital Partners LLP), the Custodian (Apex Unitas Limited), nor the Investment Adviser (Fuel Ventures Limited) gives tax advice and recommends that you consult a tax adviser if you are in any doubt about any of the technical aspects of the SEIS legislation.

Appendix One:

Investment Management Agreement

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

1. Definitions and Interpretation

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

"Act"	The Financial Services and Markets Act 2000 as amended by the Financial Services and Markets Act 2023;
"Applicable Laws"	All relevant UK laws, regulations and rules, including those of any Government or of the FCA;
"Application Form"	An application form to invest in the Fund completed by an Investor in the form provided by the Investment Manager;
"Business Day"	Any day (except Saturday and Sunday) on which banks are open for normal banking and foreign exchange business in London;
"Closing Date"	In respect of the Fund, the last date on which the final Subscriptions may be made by an Investor to the Fund, which shall be determined by the Investment Manager;
"Custodian"	Apex Unitas Limited and/or such other person or persons as may be appointed as custodian or as a sub-custodian for the Fund from time to time by the Investment Manager;
"EIS Reliefs"	Relief from certain UK personal taxes under the EIS;
"FCA"	The Financial Conduct Authority of the United Kingdom;
"FCA Rules"	The rules contained in the FCA's Handbook of Rules and Guidance;
"Fund"	The Fuel Ventures SEIS Fund, a discretionary investment management service managed by the Investment Manager as described in this Information Memorandum. The Fund is not a legal entity and is a group of individual bare trusts to enable subscription monies to be held on behalf of Investors under a nominee arrangement; each Investor will be the sole beneficiary of a bare trust, the trusts to be known collectively as the Fund. The Nominee is the registered legal holder of Investments on behalf of each Investor;
"Investee Company"	A company in respect of which the Investment Manager has made an Investment;
"Investment"	Any equity investment in an Investee Company made by the Investment Manager on behalf of the Investor;
"Investment Objective"	The investment objective for the Fund as described in this Information Memorandum;
"Investment Restrictions"	Any and all investment restrictions as described in this Information Memorandum;
"Non Readily Realisable Securities"	Investments in which the market is restricted or could become so; such Investments can be difficult to deal in and it can be difficult to determine what would be a proper market price for them. Includes a security which is not any of the following: (a) a readily realisable security, (b) a package product, (c) non-mass market investment, (d) a mutual society share (e) a deferred share issued by a credit union or (f) credit union subordinated debt;
"Readily Realisable Securities"	A government or public security denominated in the currency of the country of its issuer or any other security which is: admitted to official listing on an exchange in an EEA State; or regularly traded on or under the rules of such an exchange; or regularly traded on or under the rules of a recognised investment exchange or (except in relation to unsolicited real time financial promotions) designated investment exchange; or a newly issued security which can reasonably be expected to fall within the aforementioned categories when it begins to be traded. For the avoidance of doubt, this term does not include AIM, nor does it include unlisted securities;
"IFA"	An Independent Financial Adviser or other appropriately qualified professional, regulated by the FCA for the conduct of business;
"SEIS"	Seed Enterprise Investment Scheme;
"SEIS Reliefs"	Relief from certain UK personal taxes under SEIS;
"Services"	The services as set out in Clause 5; and
"Schedule"	A schedule to this Agreement.

1.2. References to statutory provisions, regulations, notices or the FCA Rules shall include those provisions, regulations, notices or FCA Rules as amended, extended, consolidated, substituted or re-enacted from time to time.

1.3. References to the terms “include”, “including”, “in particular” and any similar phrases shall be construed without limitation to the preceding words.

1.4. References to persons include individuals, bodies corporate, unincorporated associations and Investors.

1.5. Words in the singular include the plural and vice versa.

1.6. Unless a term is otherwise defined in this Agreement, the terms defined in the FCA Rules and Information Memorandum shall bear the same meaning herein.

1.7. References to Clauses are to Clauses of this Agreement and headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.8. References herein to a party are to any party or together the parties to this Agreement, as the context may require.

1.9. The Schedules form part of this Agreement.

2. Investing in the Fund

2.1. This Agreement will come into force on the date that the Investment Manager accepts the Investor’s Application Form and monies are subscribed to the Fund, such acceptance being solely at the discretion of the Investment Manager.

2.2. This Agreement appoints the Investment Manager, once the Minimum Fund Size of £2,500,000 (or such other amount as determined in the Investment Manager’s absolute discretion) has been received in aggregate as a common discretionary investment fund manager to act on the Investor’s behalf to make Investments in Qualifying Companies and to manage those Investments on behalf of all Investors in the Fund within the Fund collectively. The Investment Manager agrees to accept its appointment and obligations on the terms set out in this Agreement.

2.3. The Investment Manager is an authorised person for the purposes of the Act and as such is regulated by the FCA. The Investment Manager is a limited liability partnership registered in Northern Ireland under registered number NC000562 and with a registered address at 28 Deramore Park, Belfast BT9 5JU Northern Ireland. The FCA’s registered address is 12 Endeavour Square, London E20 1JN.

2.4. This Agreement is supplied to the Investor in English and the Investment Manager will continue to communicate with the Investor in English for the duration of this Agreement.

2.5. Except as expressly provided in this Agreement, or as the Investment Manager may be otherwise authorised, the Investment Manager has no authority to act for or represent the Investor.

2.6. For the purposes of the FCA Rules the Fund as a whole will be the client of the Investment Manager and not the Investor.

2.7. If the Investor is classified as a Retail Investor by their IFA, then the Investor has the right to request a different client categorisation. However, if the Investor does so and if the IFA agrees to such categorisation the Investor will lose certain protections provided by certain FCA rules.

This may include, but may not be limited to:

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

2.7.2. if the Investment Manager was to manage client assets, the Investment Manager would be obliged to provide Retail Clients with more detailed information periodically. A Retail Client has a right to a statement every three months, rather than every six months for a Professional Client. However, Retail Clients will be provided reports on a bi-annual basis unless otherwise explicitly requested;

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

2.7.4. where the Investment Manager provides the Investor with investment advice, the Investment Manager is entitled to assume that the Investor has the requisite knowledge and experience to understand the risks involved and that they are able financially to bear any investment risk consistent with their investment objectives;

2.7.5. if the Investment Manager was to hold money on behalf of a Retail Client the Investment Manager would have to notify the client of whether interest is payable (which is not required for Professional Clients); and the Investment Manager would not be able to transfer the money to a third party without notifying a Retail Client and without explaining who is responsible for that third party’s

actions or omissions, and the consequences where that third party becomes insolvent;

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

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

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

These may include, but may not be limited to:

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

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

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

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

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

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

Investment into the Fund;

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

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

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

3. Cancellation Rights

3.1. Following receipt of an Application Form, the Custodian will write to the Investor acknowledging receipt of the application. If the Investor wishes to exercise his or her right to cancel, the Investor must notify the Investment Manager in writing within 14 calendar days of the acceptance of the application and receipt of the subscription monies by writing to the Investment Manager at its address as printed on the "Principal Parties and Advisers" page of this Information Memorandum.

3.2. If the Investor exercises their cancellation rights, the Investment Manager shall instruct the Custodian to refund any monies paid by the Investor less any charges the Investment Manager has already incurred for any service undertaken in accordance with the terms of this Agreement.

3.3. The Investment Manager shall procure that the Custodian endeavours to arrange the return of any such monies as soon as possible (but in any event, not more than 30 days following cancellation, or the completion of its anti-money laundering obligations, whichever is the later). The Investor will not be entitled to interest on such monies.

3.4. If the Investor does not exercise this right to cancel within the requisite time period, the Investor will still be entitled to exercise his or her right under Clause 15 below

to terminate this Agreement, which is a separate right.

3.5. The right to cancel under the FCA Rules does not give the Investor the right to cancel/terminate/reverse any particular investment transaction executed for the account of the Investor before cancellation takes effect.

3.6. The Investor shall retain beneficial ownership of the assets in the Fund at all relevant times.

4. Subscriptions

4.1. The Investor:

4.1.1. must make a Subscription to the Fund of not less than £20,000 for Investors (subject to the Investment Manager's discretion to accept a lesser amount) at the same time as submitting his/her Application Form to invest;

4.1.2. may make further Subscriptions up to and including the Closing Date; and

4.1.3. may not make further Subscriptions after the Closing Date without the permission of the Investment Manager.

4.2. The Investor may make a withdrawal from his/her Fund and terminate this Agreement subject to Clause 15 below. The Investor may direct the Investment Manager to exit an Investment on his or her behalf or transfer his or her interest in the Fund and associated beneficial interest in Investee Company shares provided the requirements set out in the 'Exit from an Investee Company' and 'Investor Exits' sections of the Information Memorandum are met respectively.

4.3. Subscriptions received shall be deposited in an account pending their investment.

4.4. Where subscription monies are invested in Qualifying Companies, any monies transferred to the Qualifying Companies are solely in consideration for an issue of shares in the Qualifying Companies and no debt will come into existence by virtue of any payment preceding the formal issue.

5. Services

5.1. The Investment Manager shall manage the Fund as from acceptance of each Application Form, and minimum aggregate total subscriptions of £2,500,000 being invested in the Fund (or such other amount as the determined in the Investment Manager's absolute discretion) on the terms set out in this Agreement.

5.2. The Investment Manager shall manage the Fund in pursuit of the Investment Objective and approach as set

out in this Information Memorandum and subject to any Investment Restrictions as stipulated by this Information Memorandum. Subject to such Investment Objective, approach and any restrictions, the Investment Manager shall exercise all discretionary powers in relation to the selection of, or exercising rights relating to, Investments on the terms set out in this Agreement.

5.3. The Investor hereby authorises the Investment Manager (and grants to the Investment Manager a power of attorney) to act on its behalf and in the name of the Investor or its nominee to negotiate, agree and do all such acts, transactions, agreements and deeds as the Investment Manager may deem necessary or desirable for the purposes of making, managing and realising Investments and managing cash funds and any other investments on behalf of the Investor and this authority (and power of attorney) shall be irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution of the Investor. This authority (and power of attorney) will terminate upon the complete withdrawal of the Investor from the Fund.

5.4. The Investment Objective and Investment Restrictions shall not be deemed to have been breached as a result of changes in the price or value of certain Investments comprised in the Fund brought about through internal financial circumstances of the Investee Companies, market forces or movements in the market. In particular, the Investor acknowledges that the Investments are of a type that cannot easily be valued or realised and that the default period of holding Qualifying Shares will be at least three years for the Investor's protection since tax relief may be otherwise lost. The Investment Manager may however exercise its discretion to realise investments prior to this period with a consequent loss of tax reliefs.

5.5. The Investment Manager shall be responsible for negotiating and establishing all agreements or arrangements with any other third party in relation to the investment, management or custody of the assets of the Fund including, without limitation, agreements with the Investor Adviser in relation to the on-going support for the Investee Companies and in relation to the Custodian and any other prime broker or custodian in relation to the assets of the Fund, account opening documentation, and other annexes and all documents relating thereto.

5.6. The Investment Manager is authorised to give the Custodian or other third parties any instructions on behalf of the Investor which may be necessary or desirable for the proper performance of the Investment Manager's duties under this Agreement.

5.7. The Investment Manager shall, without prejudice to the generality of the foregoing, also provide the following Services:-

5.7.1. the provision of written reports in accordance with the Clause 7;

5.7.2. keeping or causing to be kept such books, records and statements as shall be necessary to give a complete record of all transactions which the Investment Manager carries out for the account of the Investor, which the Investor shall be entitled to inspect on giving one month's notice.

5.8. In performing its Services, the Investment Manager shall at all times have regard to:

5.8.1. the need for the Fund to attract the SEIS Reliefs and any other tax advantages; and

5.8.2. all Applicable Laws.

5.9. The Investment Manager reserves the right to return a surplus of cash if it concludes that it cannot be properly invested for the Investor and it considers this to be in the best interests of the Investor having regard to availability of SEIS Relief for the Investor. The Investor may be given the choice to receive the return of cash or donate it to charity.

5.10. In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 15, the cash proceeds of realised Investments may be placed on deposit or in other investments of a similar risk profile. In carrying out its obligations hereunder, the Investment Manager will act in good faith, with due diligence and shall have regard to any other matter to which a prudent person should reasonably have regard to with respect to the proper discharge of its duties.

5.11. Any tax reliefs are dependent on the Investor's personal circumstances as well as the actual underlying investments made by the Fund. In providing services to the Investor, the Investment Manager and the Custodian shall not be required to take into account taxation matters and neither shall provide tax advice. Therefore and in any event, the Investor should seek independent tax advice to determine and understand the suitability of investing in the Fund and any effect that this may have on the Investor's own position generally.

6. Terms applicable to dealing

6.1. The Investor should understand that the Fund will be invested in a number of unlisted securities which, there is generally no relevant market or exchange, consequent rules and customs and there will be varying practices for different securities. Transactions in relation to shares of such securities will be made on the best commercial terms which can be agreed.

6.2. Where deals are aggregated with other Investors in the Fund, the number of shares in an Investee Company held as an Investment allocated to the Investor shall be calculated with reference to the proportion which the Investor's Subscription of the Fund applied to such share purchase bears to the total Subscriptions by all Investors in the Fund at that time, provided that Investors shall not have fractions of shares. Variations may be allowed to prevent Investors having fractions of shares but only in circumstances in which there are minor variations. (If one or more of the Investors in the Fund is an accountant, lawyer or other professional person who is subject to professional rules preventing them from making an investment in a particular Investee Company, then the number of shares so allocated to that Investor or Investors shall not be taken up for the Fund and the cash value of such shares may be returned to such Investor, such that the number of shares so allocated to other Investors in that Fund would not be increased). Investments may be made by the Fund prior to an Interim Closing Date and the final Closing Date.

6.3. Subject to both the FCA Rules and the Investment Manager's fund management policy (at Schedule 1 of this Agreement) the Investment Manager will act in good faith and with due diligence in its choice and use of counterparties but, subject to this obligation, shall have no responsibility for the performance by any counterparty of its obligations in respect of transactions effected under this Agreement.

6.4. The Investment Manager may aggregate the Investor's transactions with those of other customers and of its employees in accordance with the FCA Rules. It is likely that the effect of such an allocation will not work to the Investor's disadvantage; however, occasionally it may do so. The Investment Manager will allocate aggregated transactions promptly on a fair basis in accordance with the requirements of the FCA Rules.

6.5. Subject to both the FCA Rules and the Investment Manager's conflicts of interest policy (a summary of which is included at Schedule 2 of this Agreement) the Investment Manager may make use of dealing commission arrangements in respect of deals undertaken for the Fund as may be disclosed to the Investor from time to time.

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

6.7. As an FCA authorised firm, the Investment Manager is required to take all reasonable steps to obtain the best possible result on behalf of clients when placing orders for execution that result from decisions

by the Investment Manager. Set out in Schedule 3 is the Investment Manager's summary of its policy in respect of this requirement.

7. Reports and Information

7.1. The Investment Manager shall send the Investor a report relating to the Fund every six months, in compliance with the FCA rules. Retail Clients will be provided reports on a bi-annual basis unless otherwise explicitly expressed.

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

7.3. Reports will include a measure of performance in the later stages of the Fund once valuations are available. Any statements, reports or information provided by the Investment Manager will state the basis of any valuations – which will be in accordance with the guidelines as per the International Private Equity and Venture Capital Guidelines ("IPEV").

8. Delegation

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

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

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

9. Assignment

9.1. The Investment Manager may assign this

Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to the Investor.

9.2. This Agreement is personal to the Investor and the Investor may not assign it or transfer it without the prior written approval of the Investment Manager.

10. Obligations of the Investor

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

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

10.1.2. the Investor agrees to inform the Investment Manager if, within three years of the date of shares being issued, the Investor becomes connected with, or receives value from an Investee Company which is an Investment;

10.1.3. the Investor agrees to inform the Investment Manager if the Investor is or becomes connected with any of the Investee Companies of the Fund or makes an Investment pursuant to sections 166, 167, 170, 171 and 257BF ITA 2007;

10.1.4. the Investor confirms to the Custodian and the Investment Manager that the information stated in the Application Form is true and accurate as at the date of this Agreement; and

10.1.5. the Investor will provide their tax district, tax reference number and National Insurance number to the Custodian.

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

10.3. The Investor will provide to the Custodian or Investment Manager all relevant information in regard to the Foreign Account Tax Compliance Act ("FATCA") and the Common Reporting Standard ("CRS") and similar obligations as required.

10.4. The Investor hereby warrants and represents that:

10.4.1. they are a person of 18 years or older and personally possess sufficient knowledge, experience and expertise in financial and business matters to be capable of evaluating the merits and risks of an investment in the Fund;

10.4.2. they have read and understood the Key Information Document (KID) and Investment Memorandum and risks involved; and

10.4.3. the information provided in the Investor's Application Form (and all other respects) is true and accurate as at the date of this Agreement.

11. Management and Custodian Obligations

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

11.2. The Investment Manager shall appoint the Custodian as agent for the Investor to act as custodian of the cash and other assets of the Fund.

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

11.4. Except as disclosed in any memorandum issued in relation to the Fund and as otherwise provided in this Agreement (for example on early termination or early redemption), the Investment Manager shall take reasonable steps to not take any action which shall prejudice the tax position of the Investor insofar as it is aware of the relevant circumstances, and in particular which may prejudice obtaining the SEIS Reliefs for the Fund Investments provided that nothing in this clause shall make the Investment Manager liable for any loss of reliefs to any Investor arising from an Investor having exercised his or her right to exit an investment or transfer his or her interest in the Fund in accordance with the 'Exit from an Investee Company' and 'Early Exits' sections of the Information Memorandum respectively.

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

11.6. The Investor agrees that it shall indemnify and keep indemnified the Custodian and the directors, officers,

employees and agents of the Custodian in respect of its proportionate share of the Custodian's Indemnity, being the proportionate amount invested by the Investor in the Fund relative to the total amount invested in the Fund by all Investors. The Custodian agrees that the Investor's share of such indemnity shall be limited to, and satisfied out of, the assets of the Investor's bare trust forming part of the Fund (including without limitation Investments and the obligation of the Investor to advance subscription monies to the Fund).

11.7. The Custodian will not co-mingle securities or other assets of the Investors with its own.

11.8. The Custodian will hold cash subscribed by the Investor in accordance with the Client Money Rules contained in CASS 7 of the FCA Rules. Such cash balance will be deposited with an authorised credit institution in a bank account (or accounts) opened and maintained in the name of the Custodian. The Custodian at the direction of the Investment Manager may debit or credit the said account for all sums payable by or to the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor).

11.9. The Investor acknowledges that their Investments will be registered in the name of the Nominee but it will be held on trust by the Nominee and the Investor will remain beneficial owner of the Investments.

11.10. The Investor has accessed the Custody Agreement via the following URL:

<https://systems.mainspringfs.com/documents/fuel-ventures-manager-sapphire-capital-partners-llp/custody-agreement/29f>

and has read and understood the terms and confirms its acceptance to the terms of the Custody Agreement.

12. Voting

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

13. Fees and Expenses

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

the same Investee Company.

14. Liability

14.1. The Investment Manager shall not be liable in respect of any act or omission of any person, firm or company through whom transactions in Investments are effected for the account of the Investor (including the Custodian) or any other third party having custody or possession of the assets of the Investor from time to time, or of any clearance or settlement system.

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

14.3. The Investment Manager gives no representations or warranty as to the performance of the Fund. SEIS Investments are high risk Investments, being Non Readily Realisable Securities. 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 Investments carefully and note the risk warnings set out in this Information Memorandum.

14.4. The Investment Manager will not be responsible for any loss of opportunity whereby the value of the Investor's Fund could have been increased or for any decline in the value of the Investor's Investments howsoever arising, except to the extent that such loss or decline is due to the Investment Manager's negligence, wilful default or fraud or that of any of its directors or employees.

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

14.6. If the Custodian should fail to deliver any necessary documents or to account for any Investments, the Investment Manager will take all reasonable steps on the Investor's behalf to recover such documents or Investments or any sums due or compensation in lieu thereof but subject thereto to the Investment Manager's general duty of good faith, shall not be liable for such failure.

14.7. The Investment Manager and/or the Investment

Adviser may be separately engaged by some of the unquoted companies that the Fund will invest in to assist those companies to raise finance. The Investment Manager and/or the Investment Adviser will receive a fee from each such unquoted company for its services.

14.8. The Investment Manager will not be liable for any loss arising from errors of fact or judgement or any action taken (or omitted to be taken) by it howsoever arising except to the extent that any such error or action (or the omission thereof) is due to the Investment Manager's negligence, wilful default or fraud or that of any of its directors or employees.

14.9. The Investment Manager shall be entitled to rely absolutely upon and shall not incur any liability (save for any liability resulting from the negligence, wilful default or fraud of the Investment Manager) in respect of any action taken or thing suffered in good faith in reliance upon any paper or document believed to be genuine and to have been signed and sealed by the proper parties or be in any way liable for any forged or unauthorised signature or seal affixed to any document and in discharging its duties hereunder the Investment Manager may, in the absence of manifest error, rely without enquiry upon all information supplied to it by the Investor, the Custodian, the Investment Adviser or any of their respective directors, officers, employees or agents. The Investment Manager may accept as sufficient evidence of any instructions, notice or other communication given to it by the Investor, the Custodian, the Investment Adviser or any of their respective directors, officers, employees or agents any document or paper signed or purporting to be signed on behalf of the Investor, the Custodian or the Investment Adviser or any of their respective directors, officers, employees or agents by such person or persons whose signature the Investment Manager is for the time being authorised to accept.

14.10. The Investor agrees that it shall indemnify and keep indemnified the Investment Manager and the directors, officers, employees and agents of the Investment Manager in respect of its proportionate share of the Investment Manager's Indemnity, being the proportionate amount invested by the Investor in the Fund relative to the total amount invested in the Fund by all investors. The Investment Manager agrees that the Investor's share of such indemnity shall be limited to, and satisfied out of, the assets of the Investor's bare trust forming part of the Fund (including without limitation Investments and the obligation of the Investor to advance subscription monies to the Fund).

14.11. In the event of any failure, interruption or delay in the performance of the Investment Manager's obligations resulting from acts, events or circumstances not reasonably within the Investment Manager's control (including, but not limited to: acts or regulations of any governmental or supranational

bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; and acts of war, terrorism or civil unrest) the Investment Manager shall not be liable to the Investor for consequential loss in the value of, or failure to perform investment transactions or the account of, the Fund.

14.12. Nothing in this Agreement shall exclude or restrict any duty or liability to the Investor which the Investment Manager may have under the FCA Rules.

15. Termination

15.1. The Investment Manager shall notify the Investor of the date on which the Fund will terminate. For the avoidance of doubt this date will be determined by the Investment Manager. This date is expected to be at least ten years after the Closing Date of the Fund (subject that the Investment Manager reserves the right to terminate the Fund before this date). On termination of the Fund, all the shares in the Investor's Fund shall be transferred into the Investor's name or as the Investor shall otherwise direct.

15.2. The Investor is entitled to instruct the Investment Manager to dispose of their Investment to the extent that the Investment comprises:

15.2.1. Relevant Shares which are admitted to official listing in an EEA state or to dealings on a recognised investment exchange, at any time after the fifth anniversary of the date the Relevant Shares were issued;

15.2.2. other Relevant Shares, at any time after the seventh anniversary of the date of the Relevant Shares were issued; or

15.2.3. shares other than Relevant Shares, at any time after the end of the period of six months beginning with the date those Relevant Shares ceased to be Relevant Shares (and the Investor will be notified in writing as soon as reasonably practicable after any shares comprised the Investor's Investment cease to be Relevant Shares); and

15.2.4. cash, at any time.

The Investment Manager will have a lien on all the proceeds of such disposal(s) as are required to discharge any liability of the Investor to the Investment Manager in respect of damages or accrued but unpaid fees or expenses or any of them (payable under clause 13 of this Agreement or any other provisions of this Agreement or any other agreement between the Investor and the Investment Manager). The balance of any sale proceeds and control of any remaining part of the Investment will then be passed to the Investor. Without prejudice to the rights and obligations of the Investor and the Investment Manager that are expressed to survive termination, this

Agreement shall terminate upon the completion of the withdrawal from the Fund of all Relevant Shares which the Investor is entitled to receive under this clause 15.2.

15.3. If the Investment Manager does not give the Investor at least three months' written notice of its intention to end its role as Investment Manager under this Agreement or the Investment Manager becomes insolvent or the Investment Manager ceases to be suitably authorised by the FCA, the Investment Manager shall endeavour to make arrangements to transfer the Fund to another fund manager in which case that manager will assume the role of the Investment Manager under this Agreement, failing which the Agreement will terminate immediately and, subject to clause 16, the Investments in the Investor's Fund will be transferred into the Investor's name or as the Investor may otherwise direct. It is noted that the performance fee owing to Sapphire Capital Partners LLP will survive any termination (for any reason) of Sapphire Capital Partners LLP as the Fund Investment Manager, and in the event that Sapphire Capital Partners LLP no longer exists (for any reason), it will be payable to Sapphire Business Advisers Limited. The Investor also agrees to give Sapphire Capital Partners LLP and/or Sapphire Business Advisers Limited continued access to the Join Further online system in order to track the Sapphire Capital Partners LLP performance fee going forward (even if Sapphire Capital Partners LLP is no longer the Investment Manager).

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

15.5 The Investor is further entitled to instruct the Investment Manager to transfer an interest in the Fund to a buyer in accordance with the 'Early Exits' section of the Information Memorandum.

16. Consequences of Termination

16.1. Pursuant to clause 15 the Investment Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.

16.2. Termination of this Agreement will not affect any right intended to survive termination and will be without penalty or other additional payments save that

the Investor will pay fees, expenses and costs properly incurred by the Investment Manager and the Custodian up to and including the date of termination and payable under the terms of this Agreement.

16.3. On termination, the Investment Manager may retain and/or realise Investments as may be required to settle transactions already instigated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 13 of this Agreement.

17. Risk Warnings and Further Disclosures

17.1. The Investor's attention is drawn to the risk factors set out in this Information Memorandum.

17.2. The Investment Manager will not borrow money on behalf of the Investor, nor lend securities or enter into stock lending or similar transactions. For clarity, the Investee Companies may borrow money or enter into similar transactions.

17.3. The Investment Manager cannot require Investors to add further monies to the Fund following the Subscription.

18. Conflicts of Interest

18.1. The Services of the Investment Manager hereunder are not to be deemed exclusive. The Investor acknowledges that the Investment Manager and its members, officers, employees or persons connected with the Investment Manager will from time to time act as director, investment manager, manager, investment adviser or dealer in relation to, or be otherwise involved in, investments and investment funds. Members, offices, employees or persons connected with the Investment Manager may personally make Subscriptions to the Fund. In respect of such positions, the Investment Manager may have similar or different objectives to that of the Investor. It is therefore possible that any of them may, in the course of business, have potential conflicts of interest with the Investor. The Investment Manager will, at all times, have regard in such event to its obligations to the Investor and will endeavour to ensure that such conflicts are resolved fairly.

18.2. For the avoidance of doubt, under the circumstances set out in Clause 18.1, the Investment Manager shall not be required to account for any profits earned in connection therewith.

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

this policy is set out at Schedule 2.

19. Complaints

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

20. Compensation

Participation in the Fund may not be covered by the Financial Services Compensation Scheme. Further information about the circumstances in which the FSCS cover is available can be found on the FSCS website at www.fscs.org.uk.

21. Applicable Laws

All transactions in Investments shall be subject to any Applicable Laws. If there is any conflict between this Agreement and any Applicable Laws, the latter shall prevail.

22. Confidentiality

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

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

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

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

22.3. Nothing in this Clause 22 shall prevent:

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

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

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

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

23. Notices, Instructions and Communications

23.1. Notice of instructions to the Investment Manager should be in writing and signed by the Investor, except as otherwise specifically indicated.

23.2. The Investment Manager may rely and act on any communication or instruction which purports to have been given by the Investor or by persons authorised to give instructions on behalf of the Investor under the Application Form or subsequently notified by the Investor from time to time and, unless that relevant party receives written notice to the contrary, whether or not the authority of such person shall have been terminated. Communications shall be sent to the Investor (whether postal or electronic) to the last address notified to the Investment Manager and shall be deemed received by the Investor on the second day after posting or on the day after dispatch in the case of electronic communication.

23.3. Communications by the Investor shall be made in writing in English to the Investment Manager, addressed to "Sapphire Capital Partners LLP," and shall be sent to:

23.3.1. address: 28 Deramore Park, Belfast BT9 5JU;

23.3.2. e-mail: boyd@sapphirecapitalpartners.co.uk; and

23.3.3. marked for the attention of Boyd Carson.

23.4. Communications sent by the Investor will be deemed received only if actually received by the Investment Manager. The Investment Manager will not be liable for any delay or failure of delivery of any communication sent to the Investor.

24. Amendments

24.1. The Investment Manager may amend the terms of this Agreement by giving the Investor not less than ten Business Days' written notice where such change reflects changes to market practice, administration processes, computer systems or other such similar matters associated with managing the Fund. This does not include amending any charges.

24.2. The Investment Manager may also amend the terms of

this Agreement with immediate effect by giving written notice if such an amendment is required in order to comply with HMRC requirements in order to maintain the SEIS Reliefs or in order to comply with the FCA Rules.

25. Data Protection

25.1. All data which the Investor provides to the Investment Manager shall be processed by the Investment Manager in accordance with the Investment Manager's policy (as available online at <https://www.sapphirecapitalpartners.co.uk/privacy-policy> or on request) and the prevailing data protection and privacy laws is held by the Investment Manager subject to the Data Protection Act 2018.

25.2. The Investor permits that the Investment Manager, the Nominee and the Custodian may pass personal data:

25.2.1. to each other and to other parties insofar as is necessary in order for them to provide their Services as set out in this Agreement;

25.2.2. to the FCA and any regulatory authority which regulates them;

25.2.3. to Further Finance Limited;

25.2.4. to Fuel Ventures Limited or Investee Companies; and

25.2.5. in accordance with all other Applicable Laws.

26. Entire Agreement

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

27. Severability

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

28. Contracts (Right of Third Parties) Act 1999

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

29. Governing Law and Jurisdiction

29.1. This Agreement is governed by and shall be construed

Schedule 1

Fund Management Policy

1. The Investment Manager shall authorise Investment in Qualifying Companies in line with the Investment Objectives and Investment Restrictions of the Fund as set out in this Information Memorandum.
2. The Investment Manager understands that new shares in Investee Companies should be held for no less than the SEIS Three Year Period to obtain the benefits of the SEIS but that an Investor can elect to dispose of shares in accordance with the 'Exit from an Investee Company' and 'Investor Exits' sections of the Information Memorandum at his or her own tax risk.
3. The Investment Manager may consider exiting an Investment before the expiration of the SEIS Three Year Period if the growth of an Investment has outperformed the market and covers any loss of tax benefit. The Investment Manager may also exit an Investment if an Investee Company is the subject of a trade sale. For the avoidance of doubt, there may be other circumstances in which the Investment Manager decides to realise an Investment before the expiration of the SEIS Three Year Period. This decision remains at the absolute discretion of the Investment Manager.
4. After the expiration of the SEIS Three Year Period, the Investment Manager will review opportunities for exiting an Investment as they arise.

Schedule 2

Policies to Govern Conflicts of Interest

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

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

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

Schedule 3

Execution Policy

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

Appendix Two:

Custody Agreement

Please read the Custody Agreement in full by clicking on the following link:

<https://systems.mainspringfs.com/documents/fuel-ventures-manager-sapphire-capital-partners-llp/custody-agreement/29f>

Appendix Three:

How To Apply

If, after reading this Information Memorandum, the Investment Management Agreement and the Key Information Document, you wish to invest in the Fund, you should complete, digitally sign and return the online Application Form provided separately to this Information Memorandum, in accordance with the instructions in the online Application Form. You cannot make a joint application using the online form, but other persons (such as a spouse) may apply separately. Please ensure that you satisfy the anti-money laundering requirements (as explained in the accompanying notes in the online Application Form) and enclose the relevant documentation with your application.

To apply online

Please complete, digitally sign and return the online Application Form provided via the below link:

<https://fuel.joinfurther.com/sign-up>

Please note

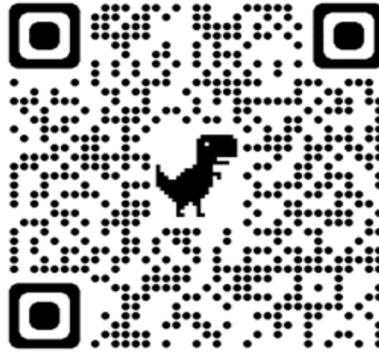
You have 14 days from the date upon which the Application Form is received by the Custodian in which to cancel your investment in the Fund. You may exercise this right of cancellation in writing and without fee or penalty. The Custodian shall return any Subscription(s) to an Investor who exercises this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

Feedback Request – help us improve.

Sapphire is committed to delivering good outcomes for our customers.

We would greatly appreciate it if you took five minutes to provide us with feedback on how to improve our products and services.

Please scan the QR Code below to leave a review.



Or via the following URL link: <https://share.hsforms.com/1kPeXOKHHTZy8sAyc4XrhMQ4nmv>

Endnotes

1 Tracxn: "List of 88 unicorn startups in the UK". January 2025. https://tracxn.com/d/unicorns/unicorns-in-united-kingdom/___BFrCTEA8idVqv695D5RNYVuEJ3b_q8H7jGByutRg8gc? Web. Accessed January 2025.

2 The Fuel Ventures EIS Portfolio 1 has achieved an average of a 4.6x MOIC, Fuel Ventures Portfolio 2 has achieved an average of a 2x MOIC, Fuel Ventures Portfolio 3 has achieved an average of 5.6x MOIC, and Fuel Ventures Portfolio 4 has achieved an average of 2.4x MOIC (based on latest funding rounds) on the investment across the portfolio.

Important Risk Warning

The MOICs presented above are based on partially realised or unrealised paper valuations (i.e., not actual exits) and are therefore subject to material change. These MOIC's are highly subjective, may vary significantly over time, and may not reflect the eventual realisable value. Any returns mentioned, including valuation uplifts, refer to gross performance and may not take into consideration fees, commissions or other costs. Actual returns may vary significantly and are likely to be lower once these costs are accounted for. They should not be regarded as an indication of the future performance of investments in this Fund.

Past performance is not a reliable indicator of future results. The value of investments in the Fund may fall as well as rise, and investment outcomes can differ substantially, potentially resulting in the loss of all your capital invested. Shares in early-stage companies are illiquid: you may be unable to sell your holding for several years, if at all. Investors should not rely on these figures as a basis for investment decisions and must consider the illiquid and high-risk nature of early-stage investing. No warranty as to future outcome is implied nor should one be inferred. Tax treatment depends on individual circumstances and may be subject to change. Investments of this type are generally not covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service if the underlying companies fail.

(The above are stated as of 22/01/2025. MOICs are at a previous round of external funding and may not be representative of current market valuation; all figures are unrealised or only partially realised.) Investors' attention is also drawn to the information set out at the front of the Information Memorandum, and your attention is drawn to Part Six, headed "Risk Factors".

Where MOIC is referred to, the calculation is performed as follows.

Example:

An initial investment of £1000 is made into Fund A.

For ease of explanation, let this investment be the only investment made into Fund A.

Fund A is invested in several investee companies at time X. Let X be the date 1/1/2021

The sum of the valuations, both realised and unrealised, of the companies invested by Fund A is found at time Y. Let Y be the date 1/11/2022.

The total valuation of the companies in Fund A's portfolio at time Y is found to be £12,000

By taking the value found at time Y, £12,000, divided by the initial investment of £1000 we calculate the MOIC for Fund A to be 12x.

The MOIC is relevant for the 1 year 10 month time period ranging from time X to time Y mentioned above.

3 Business Wire: "Monitise announces acquisition of Marko Media business". June 2014. (Note: the £55m consideration (in 2014) is for both MyVoucherCodes and LastSecondTickets and was reported by Business Wire to consist of ordinary shares in Monitise valued at £24.5m, £2.5m consideration in Monitise ordinary shares after two years and £28m earn-out in Monitise ordinary shares consideration). <https://www.businesswire.com/news/home/20140625006535/en/Monitise-announces-acquisition-Markco-Media-businesses> Web. Accessed January 2025.

