

Investment Management Agreement

This Investment Management Agreement (the Agreement) sets out the terms and conditions under which the Seneca Managed Storage EIS Fund, the Seneca Managed Storage EIS Fund No. 2 and Seneca Managed Storage EIS Fund No. 3 (collectively and individually referred to as “the Fund”) have each been established.

On acceptance of an Investor’s Application Form by the Fund Manager this document will constitute a binding agreement between the Investor and Seneca Partners Limited. All communications between ourselves will be in English.

1. Definitions

1.1. This Agreement employs the same defined terms as are found in the Definitions section of the Information Memorandum.

1.2. Words and expressions defined in the Financial Conduct Authority (FCA) Rules which are not otherwise defined in or for the purposes of this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.

1.3. Any reference to a statute, statutory instrument or to rules or regulations shall be references to such statute, statutory instrument or rules and regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force.

1.4. References to the singular only shall include the plural and vice versa.

1.5. Unless otherwise indicated, references to Clauses shall be to Clauses in this Agreement.

1.6. Heading to Clauses are for convenience only and shall not affect the interpretation of this Agreement.

1.7. Any written notices or communication to be given by the Fund Manager or the Investor pursuant to the terms of this Agreement may be given by email, fax or by any other means which the Fund Manager may, in its absolute discretion, determine from time to time.

2. Investing in the Seneca Managed Storage EIS Fund, the Seneca Managed Storage EIS Fund No. 2 and/or the Seneca Managed Storage EIS Fund No. 3

2.1. By signing Part 1 of the Application Form, the Investor agrees to be bound by the terms and conditions of this Agreement and the Information Memorandum.

2.2. The Investor hereby appoints the Fund Manager to manage the Fund for the Investor. The Fund Manager agrees to accept its appointment and obligations on the terms set out in this Agreement and the Information Memorandum.

2.3. The Fund Manager is authorised and regulated by the FCA with registration number 583361. The FCA is situated at 25 North Colonnade, Canary Wharf, London E14 5HS. The Fund Manager has categorised the Investor as a retail client for the purposes of the FCA Rules. This categorisation has

been determined following the Fund Manager's internal client categorisation process. You may request a different categorisation but as retail clients are generally afforded a higher degree of protection than other clients, the Fund Manager reserves the right to reject such requests.

2.4. The Investor has the right to cancel this Agreement for a period of up to 14 days from the date on which the Fund Manager accepts the Investor's Application Form. If the Investor wishes to cancel this agreement, he must submit a cancellation request in writing to the Custodian within the requisite time limit. In the event of cancellation, the Investor will receive back from the Custodian the amount subscribed by him in the Application Form (the Subscription), net of the Custodian's reasonable processing costs within 28 days of receipt of the cancellation request. All further provisions of this Agreement shall then cease to apply.

3. Subscriptions

3.1. In respect of the Fund:

3.1.1. The Investor shall make an initial Subscription of not less than £25,000 at the same time as submitting his Application Form to invest in the Fund. There is no maximum subscription but EIS Income Tax Relief is limited to investments up to £1,000,000 in any one tax year. This may be carried back to a previous tax year to the extent of unused EIS Carry Back Relief.

3.1.2. The Investor may make further Subscriptions to the Fund, subject to a minimum of £25,000, at any time prior to the termination or closure of the Fund.

3.2. The Investor may only terminate this Agreement (after the cancellation period referred to in clause 2.4) pursuant to Clause 15 below.

4. Services

4.1. The Fund Manager will undertake the management of the Investor's investment into the Fund from a date 14 days after acceptance of an Investor's application form on the terms set out in this Agreement. The Fund Manager will exercise all discretionary powers in relation to the selection of or exercising rights relating to investments to be made or which have been made by the Fund on behalf of Investors (the Investments) on the terms set out in this Agreement including, without limitation, the exercise of all conversion, subscription, voting and other rights such as may arise in respect of such Investments and any decision to sell, redeem or otherwise realise all or any part of such Investments on behalf of the Investors.

4.2. The Fund Manager has engaged the Custodian to provide administration and safe custody services in relation to the Investments and cash received by way of Subscriptions or otherwise.

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

4.4. The Fund Manager will arrange investment transactions in relation to the Investments and has agreed to undertake various responsibilities such as sourcing potential investments, conducting due diligence, monitoring performance and arranging appropriate exits.

4.5. The Fund Manager is responsible for appointing the Investment Committee.

5. Investment Objectives and Restrictions

5.1. In performing its services, the Fund Manager shall have regard to and shall comply with, the Investment Objectives and the Investment Restrictions set out in Schedule 1 to this Agreement.

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

5.2.1. maximising returns (or potential returns) on Investments (and, in making such decisions, considering (a) the risk that the value of Investments may fluctuate over time; and (b) the liquidity risk associated with such Investments);

5.2.2. subject to Clause 5.2.1 above, the intention for Subscriptions to the Fund to attract EIS Income Tax Relief and/or CGT Deferral Relief to the extent possible; and

5.2.3. all Applicable Laws.

5.3. Generally, the Fund Manager reserves the right to return uninvested cash if it concludes that it cannot be properly invested for the Investor and if it considers it to be in the best interests of the Investor having regard to the availability of EIS Income Tax Relief and CGT Deferral Relief for the Investor.

5.4. In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 15.1, the cash proceeds of realised EIS Investments will be returned to Investors after deduction of any fees payable.

6. Terms Applicable to Dealing

6.1. In effecting transactions in relation to the Investments, the Fund Manager will act in accordance with the FCA Rules and will ensure that best execution is sought at all times and deals are made on such markets and exchanges and with such counterparties as the Fund Manager thinks fit.

6.2. Where relevant, it is agreed that all transactions will be effected in accordance with the rules and regulations of the relevant market or exchange and they shall take all such steps as may be required or permitted by such rules and regulations and/or by good market practice. All transactions in Investments will be subject to the rules and customs of the exchange or market and/or clearing house through which the transactions are executed and to all Applicable Laws so that:

6.2.1. If there is any conflict between the provisions of this Agreement and any such rules, customs or Applicable Laws, the latter shall prevail; and

6.2.2. action may be taken as thought fit in order to ensure compliance with any such rules, customs or Applicable Laws. The Investor acknowledges that when the Fund is invested in unlisted securities there is generally no relevant market or exchange and consequent rules and customs, and there will be varying practices for different securities. Transactions in such securities will be effected on the best commercial terms which can be secured.

6.3. Subject to the FCA Rules, transactions for the Fund may be aggregated with those of other clients of the Fund Manager, and of the Fund Manager's employees and Associates and their employees. Investments made pursuant to such transactions will be allocated on a fair and reasonable basis in accordance with the FCA Rules and endeavours will be made to ensure that the aggregation will work to the advantage of each of the Investors, including the Investor, but the Investor acknowledges that the effect of aggregation may work on some occasions to the Investor's disadvantage.

6.4. Where transactions for the Investor are aggregated with transactions undertaken for other Investors, the Fund Manager shall have absolute discretion as to the number of shares in a Qualifying Company held as an Investment for the Fund allocated to the Investor, provided that Investors shall not have fractions of shares. Minor rounding up or down may be allowed to prevent Investors being deemed to be interested in fractions of shares and the aggregate of fraction entitlements may be held by the Custodian for the Fund Manager but the Investor is always the beneficial owner of the shares held for him.

6.5. Certain categories of professional persons are required to be excluded from any Investments to which they or their employer are connected, for the purposes of current EIS legislation. If this applies to the Investor, his investment will be transferred to other Investors, and an equivalent cash amount will be re-credited to his account held with the Custodian.

6.6. The Fund Manager will act in good faith and with due diligence in its choice and use of counterparties but, subject to this obligation, shall have no responsibility for the performance by any counterparty of its obligations in respect of transactions effected under this Agreement.

6.7. It is acknowledged and agreed that, where the Fund Manager reasonably considers such action to be consistent with the general principle of the Fund set out in Clause 5.2.1 above (and this view is supported by the Investment Committee), Investments may be sold, redeemed or otherwise realised at any time (which may include before the end of the Three Year Period required for EIS Income Tax Relief or CGT Deferral Relief) notwithstanding the impact this may have on the tax position of the Investors.

7. Custody and Administration Arrangements

7.1. The Fund Manager has engaged the Custodian and the Nominee to provide a custody, safe-keeping and administration service for Investors. The Custodian engages with each Investor pursuant to its own terms of business, which are can be provided upon request or downloaded from https://woodsidecorporateservices.co.uk/WCSL_Investor-Terms-and-Conditions.pdf.

7.2. The Fund Manager may from time to time during the continuance of this Agreement (by giving written notice to the Investors) appoint any appropriate person as a replacement Custodian and/or Nominee to provide custody, safe-keeping and administration services to the Investors in accordance with the terms of this Agreement.

7.3. The Custodian will be responsible for the safe keeping of Investments and cash comprised in the Fund, including the settlement of transactions, collection of income and the effecting of other administrative actions in relation to the Investments.

7.4. Investments will be registered in the name of the Nominee on behalf of the Investor and will therefore be beneficially owned by the Investor at all times, but the Custodian has by virtue of this Agreement the Investor's proxy to vote on the Investor's behalf at the direction of the Fund Manager

(or to refrain from voting if the Fund Manager so determines) and to instruct the disposal of the Investments.

7.5. The Nominee will hold title documents or other documents evidencing title to the Investments.

7.6. Investments or title documents may not be lent to a third party and borrowing may not be undertaken against the security of the Investments or such the documents.

7.7. An Investment may be realised in order to discharge an obligation of the Investor under this Agreement, for example in relation to payment of fees, costs and expenses.

7.8. The Custodian will arrange for the Fund Manager to receive details of any meetings of shareholders in investments and any other important information issued to shareholders in Investments. The Fund Manager may apply to the Nominee for a proxy directing how any voting rights are to be exercised by the Nominee in respect of an Investment.

7.9. The Custodian will hold cash subscribed by the Investor in accordance with the Client Money Rules of the FCA. Such cash balance will be deposited with an authorised credit institution in the name of the Custodian. The Custodian may debit or credit the Investor's account with all sums payable by or to the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor).

8. Reports and Information

8.1. The Investor will be sent a report every six months or if requested every 3 months, in compliance with the FCA Rules. Reporting will ordinarily be completed as at the 30th September and 31st March each year.

8.2. Details of dividends which are received in respect of the Investments will be provided in respect of each tax year ending 5 April and appropriate statements sent to the Investor.

8.3. The Fund Manager shall supply (or arrange for the Custodian to supply) such further information which is in its possession or under its control as the Investor may reasonably request as soon as reasonably practicable after receipt of such request.

8.4. Any statements, reports or information provided to the Investor will state the basis of any valuations of Investments which have been made.

9. Fees and Expenses

9.1. The Fund Manager and the Custodian will receive fees for their respective services, and reimbursements of costs and expenses, as set out in the Schedule 2 to this Agreement.

9.2. Fees payable to the Custodian may be deducted by the Custodian at source, upon presentation of an invoice to the Fund Manager.

9.3. The Fund Manager is entitled to receive a fee from the Fund or Qualifying Companies in consideration of its services as the Fund Manager, as set out in Schedule 2 to this Agreement.

10. Management and administration obligations

10.1. The Fund Manager and the Custodian shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable them to provide their respective services properly, efficiently and in compliance with the FCA Rules.

10.2. Except as disclosed in the Information Memorandum and as otherwise provided in this Agreement (for example on early termination or upon any sale, redemption or other realisation of an Investment which is consistent with the general principle of the Fund set out in Clause 5.2.1 above and which is made in accordance with Clause 6.7 above), neither the Fund Manager nor the Custodian will knowingly take any action which may prejudice the tax position of the Investor insofar as they are aware of the relevant circumstances, and in particular which may prejudice obtaining the EIS Income Tax Relief and/ or CGT Deferral Relief for the Investments.

11. Obligations of the Investor

11.1. The Investor's investment in the Fund shall be on the basis of the declaration made by the Investor in Part 1 of his Application Form which includes statements by the Investor in relation to the following matters, namely:

11.1.1. whether or not the Investor wishes to claim EIS Income Tax Relief and/or CGT Deferral Relief for the Investments;

11.1.2. that he agrees to notify the Fund Manager if any Investment by the Fund in any company with which the Investor is connected within section 163 and sections 166 to 171 of the Income Tax Act 2007, (in which case 6.5 of this Agreement will apply at once);

11.1.3. that he agrees to notify the Fund Manager if, within three years of the date of issue of Investments in a Qualifying Company or within three years of commencement of trade if later, the Investor becomes connected with the company or receives value from such company (in which case clause 6.5 will apply at that time);

11.1.4. the Investor's tax district, tax reference number and National Insurance number; and

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

11.2. The Investor agrees immediately to inform the Fund Manager in writing of any change of tax status, other material change in circumstances and any change in the information provided in the Application Form to which Clause 11.1 above refers.

11.3. In addition, the Investor agrees to provide the Fund Manager with any information which it reasonably requests for the purposes of managing his share of the Fund pursuant to the terms of this Agreement.

12. Delegation and Assignment

12.1. The Fund Manager may, employ agents, including Associates, to perform any administrative, custodial or ancillary services to assist the Fund Manager in performing its services, in which case it

will act in good faith and with due diligence in the selection, use and monitoring of such agents. Any such employment of agents shall not affect the liability of the Fund Manager under the terms of this Agreement.

12.2. In particular, the Fund Manager has appointed the Woodside Corporate Services Limited to act as Custodian. The terms and conditions of Woodside Corporate Services Limited referred to in Clause 7.1 contain details of the administration arrangements and obligations which have been delegated by the Fund Manager (referred to in the Custodian's terms and conditions as the "Investment Firm") to the Custodian.

13. Potential Conflicts of Interest and Disclosure

13.1. The Fund Manager and its Associates may:

- 13.1.1. provide similar services or any other services whatsoever to any other client;
- 13.1.2. manage and/or provide services to Qualifying Companies and/or Investee Companies;
- 13.1.3. have direct or indirect interests in Qualifying Companies and/or Investee Companies.

13.2. The Fund Manager and its Associates may be paid fees for the services referred to in Clauses 13.1.1 and 13.1.2 (including by Qualifying Companies and/or Investee Companies) and receive income or other amounts arising out of the interests referred to in Clause 13.1.3.

13.3. The Fund Manager and its Associates shall not in any circumstances be required to account to the Investor for any of the fees, charges, income or other amounts earned (and any profits made) referred to in Clause 13.2.

13.4. So far as is deemed practicable the Fund Manager will each use all reasonable endeavours to ensure fair treatment as between the Investor and other clients in compliance with the FCA Rules.

13.5. The Fund Manager has in place a conflict of interest policy (the Conflicts Policy) pursuant to the FCA Rules which set out how it (and its Associates) identifies and manages conflicts of interest mentioned in Clause 13.1 and other conflicts of interest which may arise. Under its Conflicts Policy, the Fund Manager (and its Associates), are each required to take all reasonable steps to identify conflicts of interest between:

- 13.5.1. Itself and its Associates and any other entity or arrangement in which it or any of its Associates may be directly or indirectly interested and any of its other clients; or
- 13.5.2. One client of the Fund Manager and another such client.

13.6. The Fund Manager believes that it should identify any conflicts that may arise in other situations including between itself and any of its other Investors. Where the Fund Manager owes a duty to such Investors or other persons, it must maintain and operate arrangements to prevent any conflict from giving rise to a material risk of damage to the interest of its clients.

13.7. Seneca Partners Conflict of Interest Policy is available upon request

14. Liability of the Fund Manager

14.1. The Fund Manager will at all times act in good faith and with reasonable care and due diligence. Nothing in this Clause 14 shall exclude any duty or liability owed to the Investor by the Fund Manager under the FCA Rules.

14.2. The Fund Manager shall not be liable for any loss to the Investor arising from any investment decision made or advised in accordance with the Investment Objectives and the Investment Restrictions (set out in Schedule 1 to this Agreement) or for other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Fund Manager or of its Associates or any of their respective employees.

14.3. The Fund Manager shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity which holds money, investments or documents of title, other than such party which is its Associate and other than provided for in this Agreement.

14.4. In the event of any failure, interruption or delay in the performance of the Fund Manager's obligations resulting from acts, events or circumstances not reasonably within their control including but not limited to war, riot, civil commotion, terrorism or threat thereof, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Fund Manager shall not be liable or have any responsibility of any kind to any loss or damage thereby incurred or suffered by the Investor.

14.5. As the Investor is classified as a retail client, the Fund Manager is required to carry out an assessment of suitability of the Fund as an investment for the Investor, and is required to assure itself that the Fund is in general terms appropriate for the Investor. However, the Fund Manager does not give any representation or warranty as to the performance of the Fund. The Investor acknowledges that EIS Investments are high risk Investments, being non-readily realisable investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. The Investor undertakes that he has himself considered the suitability of Investment in EIS Qualifying Companies carefully and has noted the risk warnings set out in the Information Memorandum about the Fund.

15. Termination

15.1. The Fund Manager shall notify in writing the Investors of a date not less than 12 months from the date of such notification when the Fund will terminate (the Termination Date). On the Termination Date, remaining unrealised Investments and cash will be transferred into the Investor's name or as the Investor may otherwise direct.

15.2. An Investor may not withdraw the money he has subscribed in full or in part from the Fund prior to termination of the Fund, unless the Fund Manager so agrees. If the Fund Manager agrees, it may be necessary to realise Investments to fund cash withdrawals from the Fund but the Investor acknowledges:

15.2.1. that he may lose EIS Income Tax Relief and/or CGT Deferral Relief in respect of Investments sold; and

15.2.2. that it may not be practicable for the relevant shares to be immediately sold in which case there may be a delay in completing the withdrawal. If it is practicable to effect and the

Investor decides to proceed with an early withdrawal, the Fund Manager will, unless the Investor otherwise requests, effect the withdrawal on the last business day of the month following that in which such decision is made.

15.3. If the realisation of all or any part of an Investment is achieved at any time prior to the Termination Date, the share of the proceeds due to an Investor (net of any fees) shall be returned to the Investor within 30 days of such realisation unless the Investor directs the Fund Manager in writing to apply such proceeds (net of any fees) by way of further Subscription to the Fund (in which case the remaining terms of this Agreement shall continue to apply in respect of such further Subscription, save that the spread of Investments over which such further Subscription shall be made (as referred to in the Information Memorandum) shall take into account any existing unrealised Investments which are held on behalf of that Investor at the relevant time). This principle regarding the spread of Investments over which further Subscriptions (arising following the sale, redemption or other realisation of all or part of any Investment) shall be made shall also apply in relation to any Investor who makes a further Subscription to the Fund at any time when existing unrealised Investments are still held on behalf of that Investor.

15.4. If:

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

15.4.2. the Fund Manager ceases to be appropriately authorised by the FCA or becomes insolvent, then the Fund Manager shall endeavour to make arrangements to transfer its obligations to another appropriately authorised and regulated manager in which case that manager shall assume the role of the Fund Manager under this Agreement, failing which this Agreement shall terminate forthwith and, subject to Clause 16, the Investments shall be transferred into the Investor's name or as the Investor may otherwise direct.

16. Consequences of Termination

16.1. Prior to the Termination Date, the Fund Manager will use reasonable endeavours to complete the realisation of all unrealised Investments expeditiously on the basis set out in this Agreement.

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

16.3. Prior to the Termination Date, the Fund Manager may retain or realise such Investments as may be required to settle transactions already initiated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under Clause 9 of this Agreement, the details of which are set out in Schedule 2 to this Agreement.

17. Confidential Information

17.1. None of the parties shall disclose to third parties information the disclosure of which by it would be or might be a breach of duty or confidence to any other person.

17.2. In performing this Agreement, the Fund Manager shall not be required to make use of information which comes to the notice of any of their respective employees, officers or agents (or those of any of their respective Associates) unless this has come to the actual notice of employees, officers or agents whom the Fund Manager specifically retains for the purposes of providing services under this Agreement to the Investor.

17.3. The Fund Manager will at all times keep confidential all information acquired in consequence of this Agreement, except for information which:

17.3.1. is public knowledge; or

17.3.2. either of them may be entitled or bound to disclose under compulsion of law; or

17.3.3. is required to be disclosed by or to regulatory agencies; or

17.3.4. is given to their respective professional advisers where reasonably necessary for the performance of their professional services;

17.3.5. needs to be shared with the Custodian and Nominee for the proper performance of this Agreement; or 17.3.6. is authorised to be disclosed by the Investor, provided that in making such disclosure the Fund Manager shall use all reasonable endeavours to prevent any breach of this Clause 17 through further or onward disclosure of such information.

18. Complaints and Compensation

18.1. The Fund Manager has established procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available on request. Should an Investor have a complaint, he should contact the Fund Manager in the first instance. If the Fund Manager cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer it to the Financial Ombudsman Service.

18.2. The Custodian participates in the Financial Service Compensation Scheme, established under the FSMA, which provides compensation to eligible Investors in the event of a firm being unable to meet its customer liabilities. Payments under the protected investment business scheme are limited to a maximum of £50,000.

18.3. Further information is available from the Financial Services Compensation Scheme at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

19. Notices, Instructions and Communications

19.1. Notices of instructions to the Fund Manager should be in writing and signed by the Investor, quoting an investment reference number except as otherwise specifically indicated.

19.2. The Fund Manager may rely and act on any instruction or communication which purports to have been given by persons authorised to give instructions by the Investors under the Application Form or subsequently notified by the Investor from time to time and, unless that relevant party receives

written notice to the contrary, whether or not the authority of such person shall have been terminated.

19.3. Communication to the Investor shall be to the address or in the manner specified in the Application Form, or as otherwise notified in writing to the Fund Manager by the Investor.

20. Unsolicited real time financial promotion

20.1. The Fund Manager may communicate an unsolicited real time Financial Promotion (i.e. interactive communications such as a telephone call promoting Qualifying Company investments) to the Investor.

21. Amendments

21.1. The Fund Manager and the Investor may amend this Agreement if such amendments are agreed and in writing.

21.2. The Fund Manager may also amend these terms with immediate effect if:

21.2.1. it is necessary in order to comply with HMRC requirements in order to maintain the EIS Income Tax Relief and CGT Deferral Relief or in order to comply with the FCA Rules; or

21.2.2. such amendments are considered by the Fund Manager (acting reasonably) to be consistent with the investment objectives of the Fund as referred to in Clause 5 (and such view is supported by the Investment Committee), and such amendments will become effective as soon as the Investor is notified in writing.

22. Data Protection

22.1. For the purposes of this clause 22, Personal Data has the meaning given to it in the Data Protection Legislation and includes data which enables the Investor to be identified from it, or from the data and other information which is in the possession of, or is likely to come into the possession of the Fund Manager.

22.2. All Personal Data which the Investor provides to the Fund Manager is held by the Fund Manager as the Data Controller (which has the meaning given to it in the Data Protection Legislation) of the Personal Data in accordance with the DPA.

22.3. The Investor agrees that the Fund Manager may pass the Investor's Personal Data to:

22.3.1. Other Seneca companies such as subsidiaries of Seneca Partners Limited, Seneca Finance Ltd (and its subsidiaries) and other Seneca branded companies in which you are an Investor or for whom you are a customer, for the purposes of providing efficient and complete updates to you or your adviser or responding to any queries made by you or your adviser;

22.3.2. Other Seneca companies such as subsidiaries of Seneca Partners Limited, Seneca Finance Ltd (and its subsidiaries) and other Seneca branded companies for the purposes of

marketing other Seneca provided products and services, where you have agreed that we can do so on page 9 of this Application Form;

22.3.3. Brokers, intermediaries, agents, financial institutions and other businesses (including any distributor) for the purposes of credit referencing, due diligence and providing efficient and complete updates to the Investor or the Investor's adviser or responding to any queries made by the Investor or the Investor's adviser;

22.3.4. The Custodian, for the purposes of fulfilling their responsibilities as Custodian and Nominee for the Fund;

22.3.5. Any contractor employed by Seneca Partners Limited, Seneca Finance Ltd (and its subsidiaries) or other Seneca branded companies to provide IT services, subject to such contractor entering into appropriate data processing obligations with the relevant Seneca company in order to protect the security and integrity of such Personal Data; and

22.3.6. Any regulatory, governmental, judicial or law enforcement body (including the FCA) if requested to do so or if otherwise deemed necessary and in accordance with the Data Protection Legislation.

22.4. The Personal Data shared in accordance with the above clause will be limited to that which is strictly necessary for the purposes stated by the party receiving the data.

22.5. Upon receiving your Application Form or as may otherwise be determined by us, enquiries may be made at a Credit Reference Agency to assist us to verify your identity by either us or the Custodian. This will involve checking the details you supply with any of the Agency's databases. A record of any such search will be held by the Agency and may be shared with other businesses.

22.6. If you have made your application via an online platform, your Personal Data may also be shared with that platform for the purposes of assisting that platform fulfil its responsibilities to you as a customer of that platform.

22.7. Further details of the data processing that Seneca undertakes is available in our Investor Privacy Notice, which can be found in the Downloads section of the Seneca website (www.senecapartners.co.uk).

23. Entire Agreement

23.1. This Agreement, together with the Application Form, comprises the entire agreement of the Fund Manager and the Investment Adviser with the Investor relating to the provision of their respective services and supersedes all earlier meetings, any correspondences, or discussions that may have taken place preceding the signing of the Application Form.

24. Severability

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

25. Rights of Third Parties

25.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement save that the Custodian may enforce those provisions expressly set out in this Agreement which relate to the Custodian.

26. Governing Law

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

Schedule 1

1. Investment Objectives

1.1. To offer a wide range of Investors the opportunity to invest into one or more Qualifying Companies with attractive growth prospects and strong management teams in order to provide them with capital to assist in and accelerate their growth. The Fund Manager will receive advice and recommendations from the Investment Committee. The Fund Manager's aim is to manage the Investments subscribed by Investors to produce capital gains typically within a period of five years, whilst providing Investors with the tax advantages associated with EIS Investments.

2. Investment Restrictions

2.1. Each investment will be in a company into which the Fund Manager has conducted appropriate due diligence in order to establish whether it meets the Fund's investment criteria.

2.2. In carrying out its duties under this Agreement in respect of the Fund, regard shall be had, and all reasonable steps taken, by the Fund Manager to comply with such matters as are required in order to attract EIS Income Tax Relief and CGT Deferral Relief.

2.3. In particular, but without prejudice to the generality of the above statements, the investment criteria for the Fund are as follows:

2.3.1. so far as practicable, each investment shall be in shares of a Qualifying Company and in line with the investment criteria set out in the Information Memorandum;

2.3.2. so far as is practicable, the Investor's Subscriptions shall be fully invested (subject to cash retention to meet fees, costs and expenses) within 7 months of receipt of such Subscriptions (subject to Advance Assurance having been obtained in respect of the investment to be made in the Qualifying Company or Companies and the Minimum Threshold having been met); and

2.3.3. generally the Fund Manager reserves the right to return a small surplus of cash if it concludes that it cannot be properly invested for the Investor or considers it to be in the interests of the Investor, having regard to EIS Income Tax Relief for the Investor.

2.4. The intention is to realise investments within five years of acceptance of an Application Form.

2.5. Investors should be aware that Fund will include non-readily realisable investments. There is a restricted market for such Investments and it may be difficult to deal in Investments or obtain reliable information about their value.

Schedule 2: Fees And Expenses In Respect Of The Fund

1. Initial Fees and Deductions

1.1. There is an initial fee payable to the Fund Manager equal to 2% (plus VAT) of an Investor's initial Subscription. This fee will be charged to the Investee Companies.

1.2. Your financial adviser may charge an initial advice fee to be deducted from your initial Subscription but this must be agreed with and authorised by you on page 7 of this application form. The maximum that can be deducted from your initial Subscription is 3% (plus VAT if applicable) of the initial Subscription.

2. Annual Management Fee

2.1. The Fund Manager shall receive an annual management fee equal to 2% (+ VAT) of Subscriptions less the Custodian Fees detailed in clauses 4.1 and 4.3 below. This annual management fee will be charged to the Investee Companies.

3. Operator's and Fund Manager's Incentive

3.1. For every £1 invested (net of any advice fee paid to their financial adviser), Investors will receive 99.99% of the realisation proceeds on the first £1.20 returned. If the return exceeds £1.20, Investors will receive 20% of any return beyond £1.20, for every £1 invested (net of any advice fee paid to their financial adviser) with the remainder shared between the Operator and the Fund Manager.

4. Custodian's Fees

4.1. The Custodian shall receive from Investors a transaction fee of up to 0.35% (VAT not applicable) of the funds used to purchase any shares.

4.2. The Custodian shall receive from Investors a transaction fee of up to 0.20% (+ VAT) of the funds realised upon the disposal of any shares.

4.3. The Custodian shall receive from Investors an annual administration fee. For the Seneca Managed Storage EIS Fund, this will initially be charged at £25 plus VAT per investee company. For the Seneca Managed Storage EIS Fund No. 2 and/or the Seneca Managed Storage EIS Fund No. 3, this will initially be charged at £55 plus VAT per fund. From April 2021, the annual administration fee will be charged at £35 PLUS VAT per fund. To facilitate this, upon an Investor's first Subscription to the Service the Custodian will set aside an amount of up to £275 plus VAT from the Investor's initial Subscription and hold this amount in cash in the Investor's name, to cover the annual administration fee for the first five years.

5. Other Fees

5.1. The Fund Manager reserves the right to charge Investee Companies fees for arranging funding, monitoring performance and assisting with a sale or other exit. The abort costs associated with any investments that do not proceed to completion will be borne by the Fund Manager.

5.2. You may be liable to pay other costs and expenses arising from time to time on an ad hoc basis, not being fees and charges payable for the services of the Fund Manager. While it is not possible to set out all such charges, examples may include (but are not limited to) professional fees incurred by the Fund Manager and/or the Custodian in protecting or enforcing your rights in relation to an Investment or exiting an Investment.

6. Illustration of potential returns

6.1. The following table provides an illustrative example of the potential returns which may be received by an Investor from the Fund based on the fees and charges which would be incurred / payable. This illustration should not be regarded as providing any forecast or guarantee of returns which may be received from the Fund and the amount of any returns will be subject to a variety of factors outside of the control of the Fund Manager or the Investor (including, without limitation, the value at which an Investment is realised, the availability of EIS Income Tax Relief and CGT Deferral Relief, all of which may be subject to change). Further any charges paid to an Independent Financial Adviser are not considered below and would reduce these illustrative returns.

Initial Subscription £100,000.00

	Paid by Investor
Initial Fees	
Fee paid to Seneca (paid by the investee companies)	£0.00
Set aside to cover Custodian's annual administration fee	up to £330.00
Dealing fee	£347.63
Net Investment (amount available to invest)	£99,322.37

Annual Management Charge 'AMC' (2% + VAT per annum), paid by investee companies.

Operator's and Fund Manager's Incentive

0.01% up to 1.2x return plus 80% on amounts above 1.2x return

Investors will receive 99.99% of the realisation proceeds on the first £1.20 returned for every £1 invested (net of any advice fee paid to their financial adviser). In addition, Investors will receive 20% of any returns above that, with the remainder shared between the Operator and the Fund Manager.

EIS Tax Relief (assuming all relevant conditions satisfied) 30%

The amount invested will therefore be £99,322.00 (based on a share price of £1) and this will be the sum on which reliefs can be claimed. Please note that this example assume that no advice fees are to be deducted from the initial subscription.

Example fees if maturity happens four years after investment

	-30%	0%	+30%
Gross return (pre exit fees)	£69,525.66	£99,322.37	£129,119.08
Custodian exit fees	£85.52	£122.17	£158.82
Operator's and Fund Manager's share	£6.95	£9.93	£7,957.71
Total Fees	£92.47	£132.10	£8,116.53
Investment Return after deduction of Fees	£69,433.19	£99,190.27	£121,002.55
Income Tax Relief (assuming conditions met)	£29,796.71	£29,796.71	£29,796.71
Total Proceeds (including Tax Relief)	£99,229.90	£128,986.98	£150,799.26

Please note that all these examples assume that no advice fees are to be deducted from the Initial Subscription.

If an Investor agrees with their financial adviser to pay them an initial advice fee, this can be facilitated by the Fund. The maximum fee that can be accommodated is 3% (plus VAT if applicable) The amount of any advice fee is between the Investor and their adviser. The Fund Manager is not offering any opinion as to the amount that should be agreed and this maximum should not be construed as such. It is important to note that where a fee is to be facilitated by the Fund, it will be deducted from an Investor's initial Subscription and will not be available for investment, nor qualify for any tax reliefs or benefits associated with EIS investment.

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