

M O R E T H A N M O N E Y

PRAETURA EIS GROWTH FUND

EIS Growth Fund

What are the key risks?

1. You could lose all the money you invest

If the businesses 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. 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. 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. 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.

www.fca.org.uk/investsmart

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Introduction

I'm pleased to be able to introduce to you the Praetura EIS Growth Fund (the "Fund"). With the Fund, we will invest in c. 8-10 promising young businesses with exciting potential.

Praetura Ventures, with this Fund, are aiming to provide EIS investors with access to institutional quality venture capital opportunities, whilst benefiting from the significant tax advantages that the Enterprise Investment Scheme provides.

In order to deliver on our promise to investors, we are focused on:

1. Finding and backing exceptional founders and companies;
2. Helping them build the best business they can; and
3. Developing an ongoing relationship with investors based around openness and trust.

Our investments

The Praetura EIS Growth Fund invests into the very best early-stage businesses in the technology and healthcare verticals.

Our investment focus is to back exceptional founders of scalable businesses with demonstrable evidence of momentum at the

point of investment.

Attributes of exceptional founders include:

Unique and personal insight into their marketplace and solution

Humility, self-awareness and a belief in continuous learning

Team orientated with a focus on developing and enabling others

Natural communicators

Values led, with strong moral and ethical guidelines

Momentum within a business is usually demonstrated by increasing revenues and for the majority of investments, we are looking for businesses which are capable of doubling revenues each year post investment.

Other indicators of momentum could include partnerships being signed, development and release of software or, in the case of healthcare businesses, regulatory hurdles being reached.

For a business to be scalable, we are looking for evidence of future operational leverage combined with minimal working capital requirements. We favour B2B businesses with recurring revenue streams generally, although we do invest in some consumer facing businesses within our Funds.

The majority of investments will be made into companies and

founders located in the North of England. By focusing on the North, Praetura Ventures is able to benefit from structural imbalances in the UK Venture Capital market including:

More attractive valuations for early-stage opportunities;

Less competition to back the very-best founders; and

A greater likelihood that the very best Northern founders will choose to work with Praetura due to our closer proximity and brand positioning

Our preference is to be one of the first institutional investors and to lead rounds with a £1.0-3.0m investment – with equity positions post first investment usually in the 5% to 30% range.

More than money

Once we have invested into a business, we aim to help the founders we have backed to build something great. To do this, we work with our Operational Partners and our dedicated portfolio team to provide mentorship, support, advice and services to the founders, with a goal of helping them build bigger, better and more efficient businesses.

This level of support is unique within the world of EIS investments and it is truly humbling to have been able to attract the calibre of

Operational Partner that we have to work with at Praetura.

Investing into the Fund


For investors, there are two opportunities each tax year to invest in our Fund – April and October. We aim to fully deploy capital within 6 months of each relevant close date, giving relative certainty to investors over the tax year in which EIS reliefs will be available.

The fund is targeting a minimum return profile of 2x return on capital.

We believe this, combined with the tax reliefs available from the EIS structure and the Praetura approach and track record, offers investors an attractive opportunity for meaningful capital growth.

Kind Regards,

David Foreman
Managing Partner

A portrait of David Foreman, a man with short dark hair, smiling broadly. He is wearing a dark blue polo shirt. The background is a plain, light grey color.

**DAVID
FOREMAN**



PRAETURA EIS GROWTH FUND

Invests into the very best early-stage businesses in the **technology and **healthcare** verticals.**

Our investment focus is to back exceptional founders of scalable businesses with demonstrable evidence of momentum at the point of investment.

Fund at a glance

Welcome to the Praetura EIS Growth Fund



200 new opportunities assessed per month



Investing £1-3m into 8+ early-stage companies per fund



Targeting 2x return for our investors over 4-7 years



EIS tax benefits include up to 30% income tax relief, capital gains tax free growth and loss relief.



Transparent and open investor communications.



Our mission:

Find and back exceptional founders

Help them build great businesses

Open and honest communication with investors

Each diversified portfolio is curated to deliver attractive returns combined with significant downside protection.

We aim to invest each tranche of the EIS Growth Fund into a 8 or more companies over the period of six to nine months from each soft close date.

Diversification is an important component of investing into early stage companies as a mechanism to manage portfolio risk to maximise potential upside and mitigate downside risk.

Each portfolio of companies includes companies at various stages of development:

- **Seed companies:** very early stage, <10 people, £0 - £500k revenues
- **Development companies:** early stage, 10-50 employees, £500k - £2m revenue
- **Growth companies:** later stage, 50+ employees, £2m+ revenues

This diversification of stage of growth is important to both maximise potential upside but also minimise potential risk for investors. At the very early stage of investment (Seed), the upside can be significant but the chance of failure is higher. Conversely, the upside available on Growth companies may be less, overall, but the likelihood of a successful exit is higher.

By curating a portfolio that includes exposure to all three stages of growth, a blended risk profile is created for each investor.

In addition, each portfolio includes companies from a range of sectors, with a range of business models.

The diversification we provide in each portfolio provides investors in the Praetura EIS Growth Fund the opportunity to access significant returns, with limited downside risk.

This asymmetric risk and reward profile is produced by combining the significant benefits of EIS tax reliefs with a curated portfolio of 8+ companies.

Access to market leading returns...

An example £100k Investor portfolio of 8 companies could comprise:

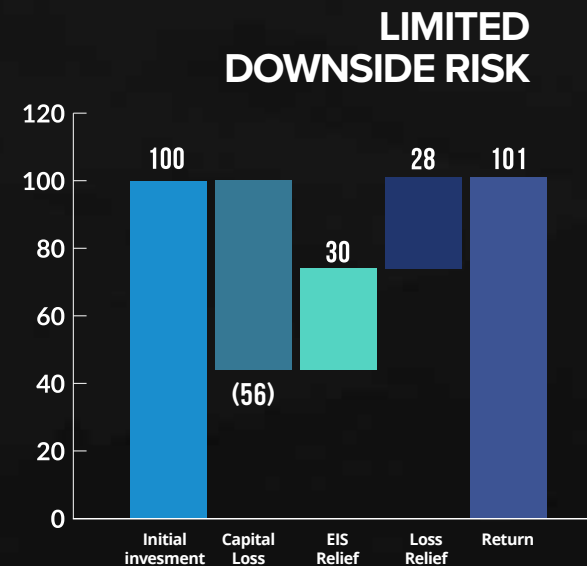
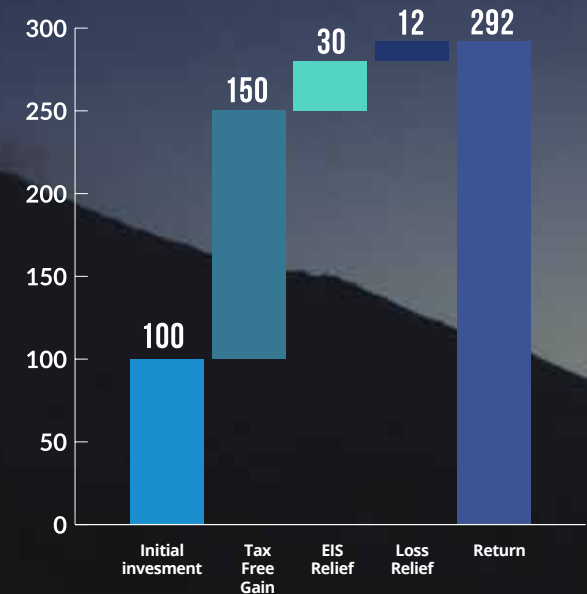
- 1 superstar (10x return)
- 4 good investments (1x - 5x)
- 3 failed investments

This illustrative portfolio, excluding fees, would provide a return of the original £100k investment plus tax free gains of £150k. In addition the investor would benefit from £30k of EIS relief and a further £12k of loss relief against the investments that return zero.

...combined with significant downside protection

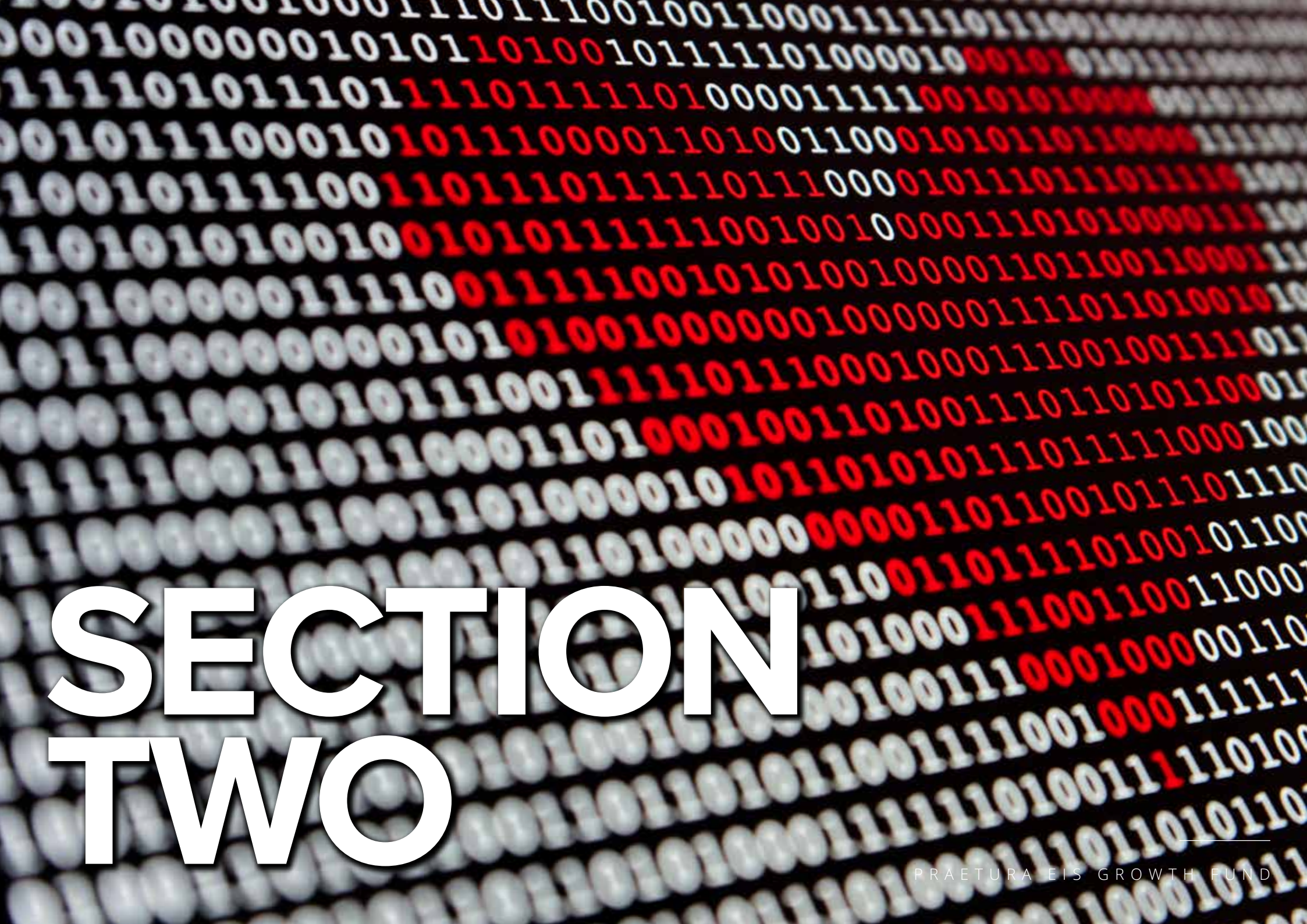
In a downside scenario, an EIS investor only needs one portfolio company to return 3.5x, with the rest all returning nil, to break even on the initial investment. This illustrative downside portfolio, excluding fees, is made up of 8 companies. Seven of these are failed investments and the portfolio as a whole produces a net loss of £56k. However, that loss is reduced by £30k of EIS relief and £28k of loss relief against the investments that return zero; resulting in a £101k return on a £100k investment.

~3X
RETURN



**Invest in
exciting
early-stage
businesses
doing ground-
breaking work
in the North
and beyond.**





SECTION TWO

Board Members



Steve Caunce
Chairman

Steve spent 13 years as CEO of FTSE 250 group AO World, the owner of AO.com and was previously CFO of Phones4U. Steve has significant expertise in scaling businesses having overseen the rapid growth at both AO World and Phones4U.



Darren Carter
Non-executive
Director

Darren is an experienced CEO and director, with significant experience in the financial services and investment sector. Formerly managing director at D.E Shaw & Co and CEO at KBC Financial Products, Darren currently sits as chairman at Peel Hunt LLP and is a non-executive director at Avoca Capital.



Jonathan Brown
Non-executive
Director

Jonathan has extensive legal experience and is currently a partner at Hill Dickinson LLP. With a range of legal and financial expertise, Jonathan has an extensive understanding of the M&A market, covering mergers, acquisitions, IPOs, joint ventures, and more. He has overseen corporate transactions across Europe, as well as America, Australia and India.



David Foreman
Managing Partner

David co-founded Praetura with a background of over 16 years in corporate finance and venture capital. He qualified as an ACA with KPMG and has considerable experience in backing financial services and recurring revenue businesses. David has an astute understanding of how technology businesses scale. Having backed and supported several major success stories in the North, David has carved out a distinct and respected voice in the investment community.



Danny Summers
Group CFO

Danny joined Praetura in early 2014 and was instrumental in the establishment of several significant Praetura investments including Praetura Asset Finance, Praetura Commercial Finance and Sorted Group, acting as Finance Director of each upon inception. He has significant experience in raising external finance; £300m of institutional debt facilities for Praetura investments to date, including the £75m pre-securitisation facility for PAF.

Board Members



Jonathan Prescott
Partner

Jon has over 20 years experience within the financial services sector. Jon spent over 15 years at AJ Bell as business development manager, forging links with advisers across the country. More recently, as Area Sales Director at Octopus Investments for the North, Scotland and Northern Ireland, he was responsible for a team of business development managers and for implementation of the group's sales strategy across the region. Jon has a thorough understanding of the VCT, EIS and BPR arena.



Lee Forster
Partner (Health)

Lee, a former Team GB international swimmer turned serial entrepreneur and Praetura partner, oversees all health investments and boasts over a decade's experience in healthcare strategy, advising on M&A and supporting start-ups. As well as founding his own strategic consultancy within KnowledgePoint360 Group, which later exited to UDG, Lee has been Group SVP and head of commercial strategy at Science Group. He is also the Chairman and exited founder of bespoke supplement subscription brand Neat Nutrition.



Andy Barrow
Partner (Tech)

Andy was the CTO of leading Manchester software business ANS Group Plc, where he led the technology team until the company's sale to Inflexion Private Equity for in excess of £200m. As CTO, Andy was responsible for technical strategy across cloud computing, data analytics, application development and managed services. Today Andy oversees our tech investments and wider tech strategy, ensuring Praetura consistently uncovers early-stage opportunities at the forefront of innovation.



Colin Greene
Partner (Portfolio)

Colin has worked for the world's biggest tech companies, including Apple, Intel and NCR. At Apple's Cupertino HQ, he led the company's Consumer Retail business with direct responsibility for a >\$10B P&L. He has also held COO and Country CEO for Apple in Tokyo and Seoul. Colin now heads up our portfolio growth platform, working closely with our Operational Partners and supporting the portfolio with more than money.

The Praetura Group

Praetura Ventures is part of the Praetura Group, who've been supporting UK businesses with equity and debt finance since 2011. We are here to help UK entrepreneurs reach their potential and secure the right funding. What sets us apart is our commitment to providing more than money.

149

Employees

4

Offices

£885M

Transacted

£548M

AUM

kingsway
FINANCE
A Praetura Group Company

Hard asset
funding

praetura
COMMERCIAL

Asset-based
lending

praetura
INVOICE FINANCE

Invoice
finance

kingsway
FINANCE
A Praetura Group Company

Terms loans and
soft asset lending

Zodeq

Invoice finance
for recruitment
businesses

praetura
VENTURES

Venture capital arm,
specialising in
BPR and EIS



What our own research says

In 2022, we launched a white paper to help tell the story of the North's funding landscape. The report took a deep dive into the types of funding available in the North, the role of investors, a breakdown of local ecosystem champions and - most important of all - what founders in the region need to fuel their success. As part of the research for our white paper, *What's Powering The Powerhouse?*, we spoke to and surveyed over 300 founders and stakeholders. This is what we found...

65%

of North of England founders want their investors to have a presence in the region

57%

of North of England founders were inspired to scale in the North by past Northern success stories (e.g. AO)

2x

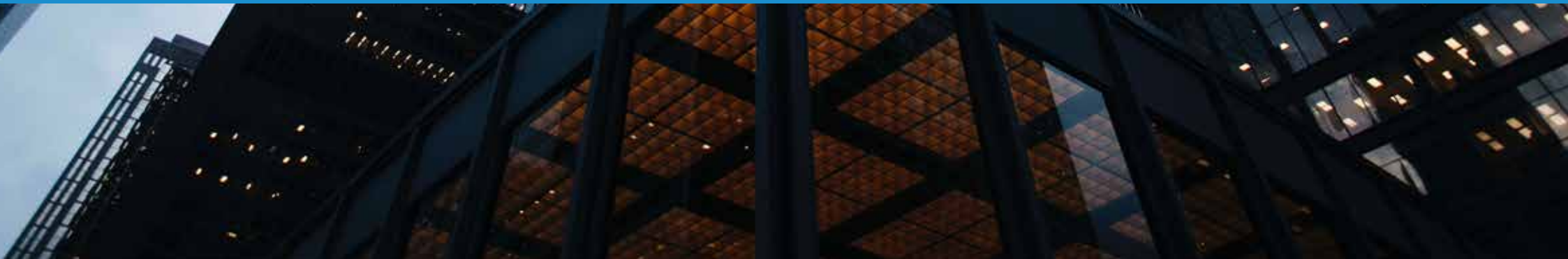
North of England are twice as likely to suggest their region lacks start-up funding compared to London & South East founders

78%

of North of England founders want to be part of an active ecosystem.

£1.4^{bn}

Invested in the region compared to £5.8bn in the capital (Q2 2022)



Praetura Ventures

Praetura has been supporting small and medium enterprises since 2011, raising capital and investing in the early stages of business lifecycles.

We are motivated by the size of the opportunity offered by early-stage businesses in the North of England, and are well-positioned to capitalise upon it, with nearly a decade of experience in genuine venture capital in the region under the Praetura moniker.

Our investment team is one of the largest and most experienced in early-stage Venture Capital in the North. This size, and the breadth of knowledge it brings, provides us with an exceptional capability to source and evaluate investment opportunities. Our dedicated portfolio team supports businesses in the portfolio at a strategic level assisting them as they scale.

We have a strong track record and a reputation for being a supportive and proactive investor who injects more than just capital. This commitment to providing more than money has been a vital part of the Praetura ethos since day one.

Praetura Ventures is on a mission to:



Find and back exceptional founders;



Help them build the best business they can; and



Create a lasting relationship with our investors.

Venture Capital in the North

Despite the strong macro-economic indicators demonstrated in the North, the region is lacking infrastructure and financial support for early stage businesses, particularly outside of Greater Manchester.

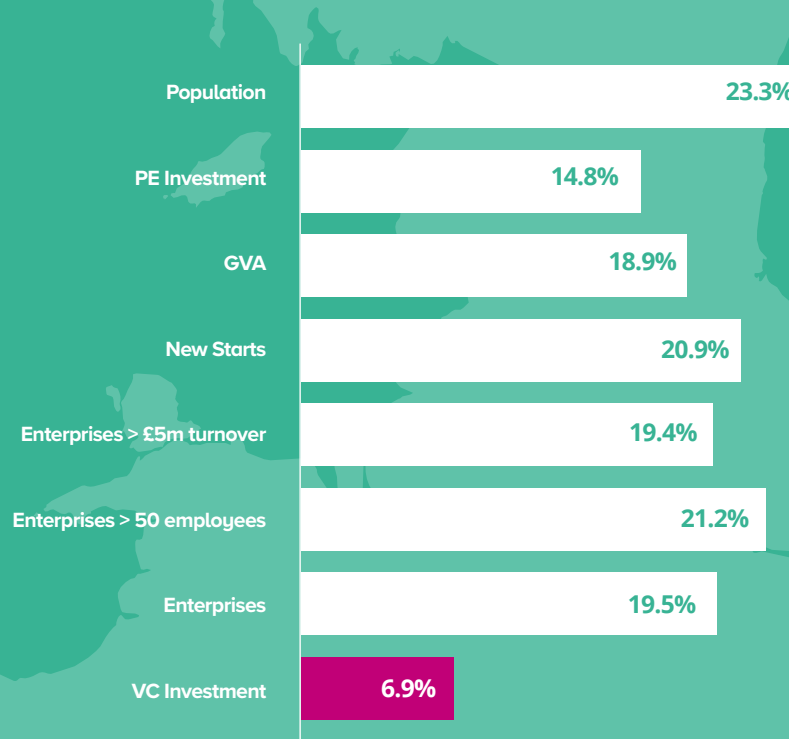
Venture capital investment in the North of England is significantly underweight in comparison to the economic indicators for the region.

Whilst the North of England accounts for c. 20% of all the UK's economy across a wide range of indices, only 6.9% of the UK's venture capital investment is transacted in the North of England.

This is further supported by the limited number of privately funded, early-stage investors who are active in the region.

The shortfall in funding presents a significant opportunity in the market for Praetura.

VC funding shortfall in the North is c.£700-£1400m per annum

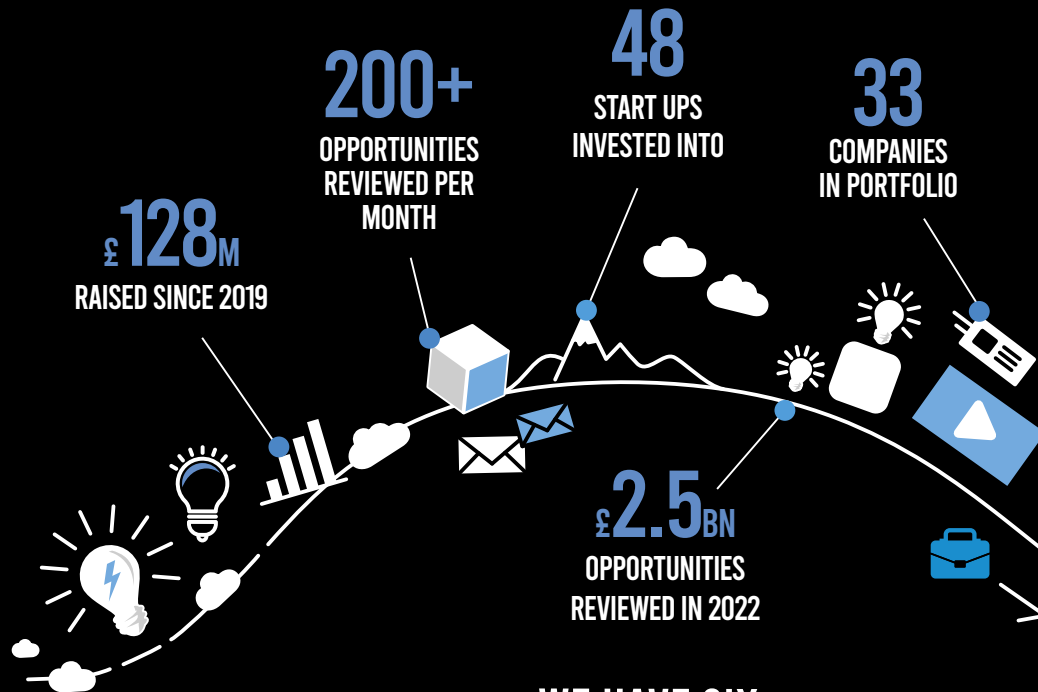


Source: PMSI Strategy LLP and the Patient Capital Review

81%
of VC investment goes to businesses in London or the South East.

PRAETURA HIGHLIGHTS 2023

SOME OF OUR HIGHLIGHTS...



WE HAVE SIX OPERATIONAL PARTNERS

WITH PREVIOUS EXPERIENCE FROM

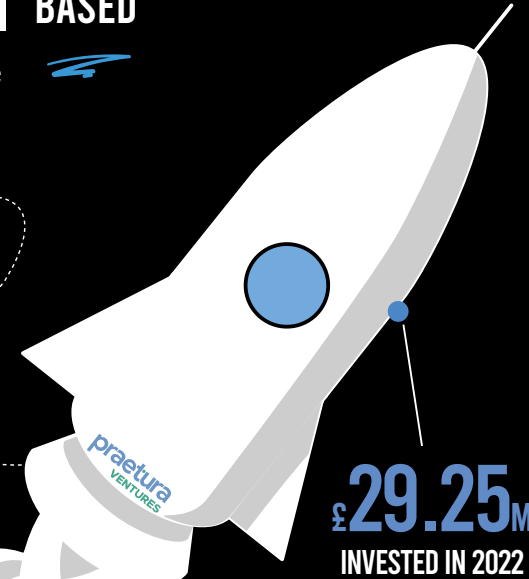
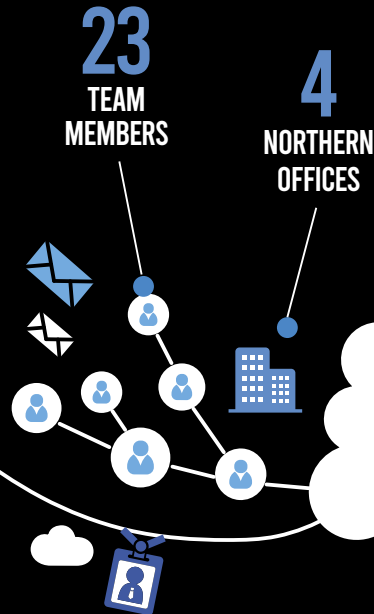


More than money •

BACKING EXCEPTIONAL FOUNDERS



MANCHESTER BASED



3x RETURN ON pib

20x RETURN ON EC3 BROKERS

16x RETURN ON INSPIRED ENERGY

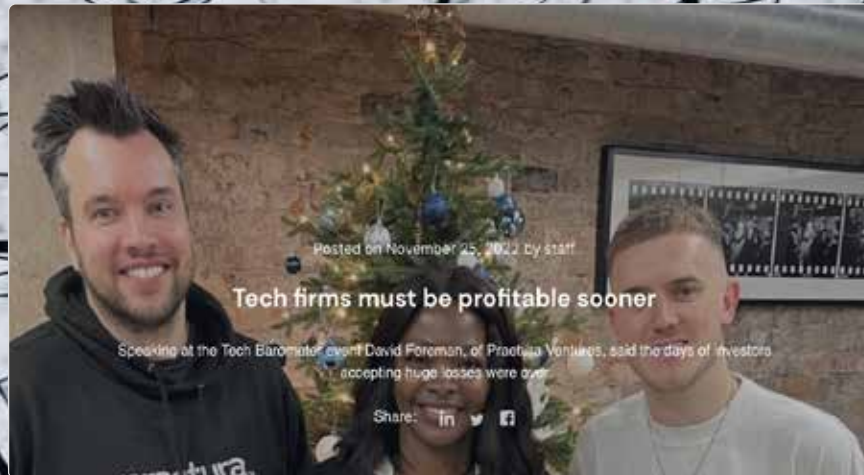
PRAETURA CONSISTS OF SIX COMPANIES...



In the news

sky news TechCrunch UKTN THE HOME OF UK TECH money marketing

Manchester's Praetura Ventures hits £100m fund milestone



ProlificNorth



20 September 2022

Praetura Ventures expands with five new hires

Manchester investors back £20m funding round for Patchwork Health

Ex-Apple executive, Social Chain co-founder and Praetura Ventures back pioneering AdTech business

By Sam Whitaker 27th January 2022 16

insider MEDIA LIMITED



BANKING PROVIDER SECURES £4M INVESTMENT TO BOOST INTERNATIONAL EXPANSION

16 Aug 2022 North West Deals Ben Butler



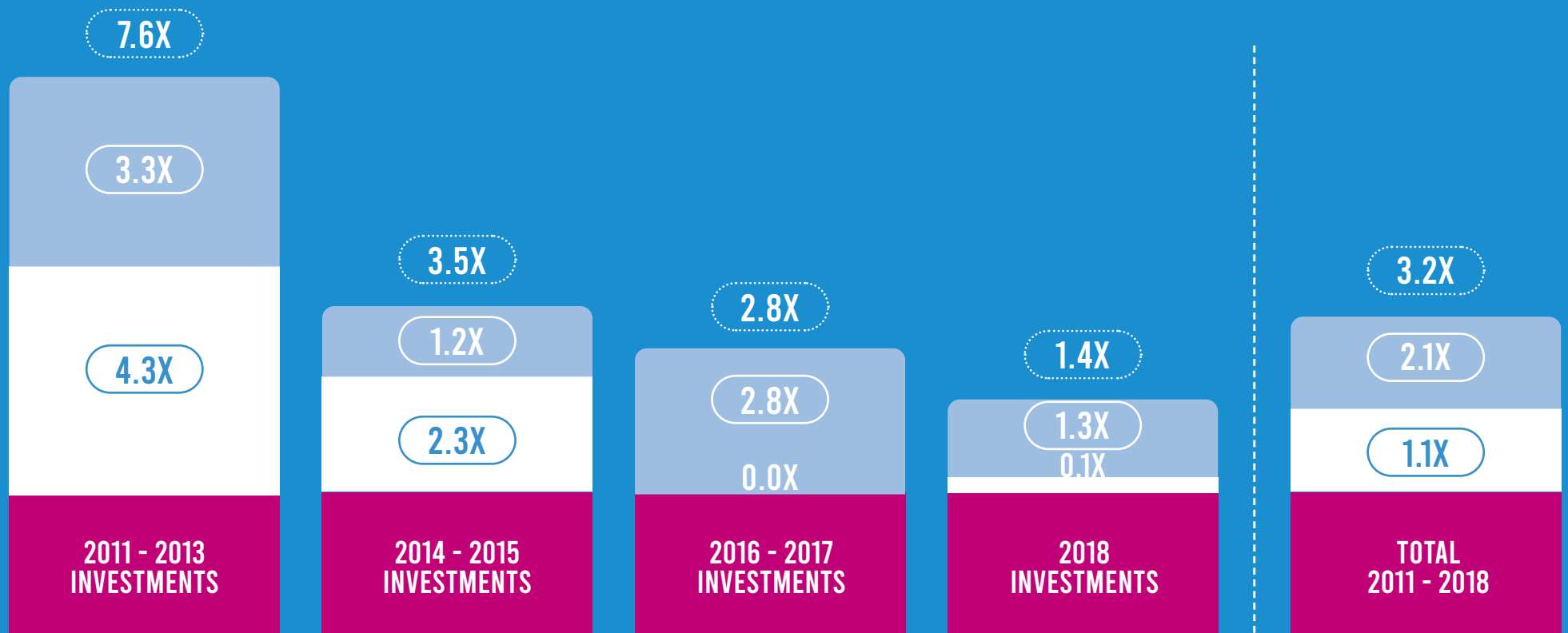
Manchester Evening News



New £20m life sciences fund launches to support businesses in Greater Manchester

The fund aims to create more skilled jobs and help businesses expand internationally

Praetura have achieved an average of **3.3x*** return for our investors since 2011.

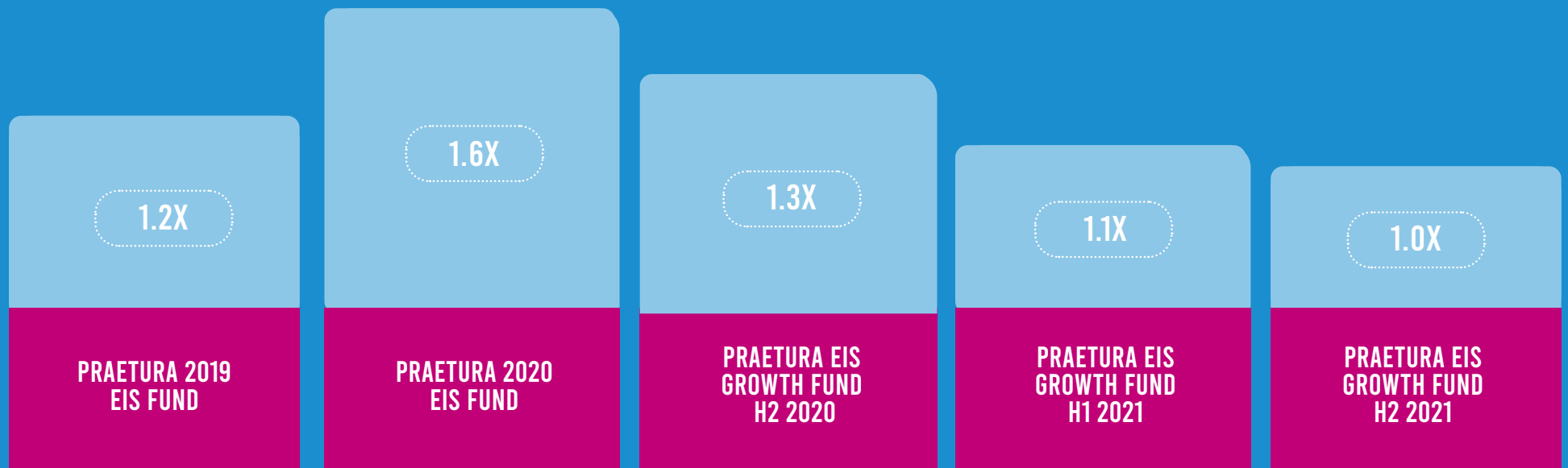


Gross Returns 2011-2021 Investments

● RETURNED ● STILL HELD

*Return figures based on all investments which have been exited to date.

Praetura EIS Growth Fund



Praetura Ventures recent EIS Growth Funds

● STILL HELD

Our portfolio are doing ground-breaking work...

Patchwork

A HR tech business helping the NHS solve their staffing crisis and battle clinician burnout. Their end-to-end workforce management platform, helps creates better outcomes for patients, workers and managers. Founded by two doctors, their team has experienced these challenges firsthand and is now on a mission to help give healthcare workers more control of their working lives, whilst saving the NHS millions of pounds in unnecessary agency fees.

Working with

70 NHS TRUSTS

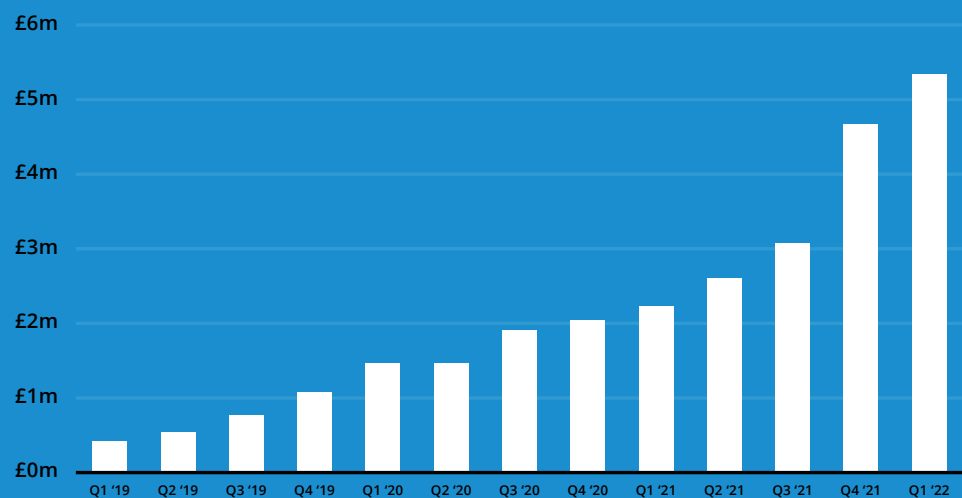
Helped manage

**3 MILLION HOURS
OF SHIFTS**

Saved the NHS

£40M

PATCHWORK'S CONTRACTED ANNUAL REVENUE ("CARR")



AS FEATURED IN

Forbes

THE TIMES

CITY A.M.

NHS Employers
Part of the NHS Constitution

FT FINANCIAL TIMES

BUSINESS INSIDER

INDEPENDENT

TECHCRUNCH



BankiFi

BankiFi is a Manchester based fintech business which was founded by Mark Hartley. Mark previously scaled Clear2Pay which sold in 2014 for c\$375m. BankiFi sells its technology into banks and financial institutions to enable them to leverage open banking and compete against FinTechs. It is focused on providing technology to help banks better service their SME client base with value adding solutions. These solutions enable the SME to operate more effectively.

Launched in

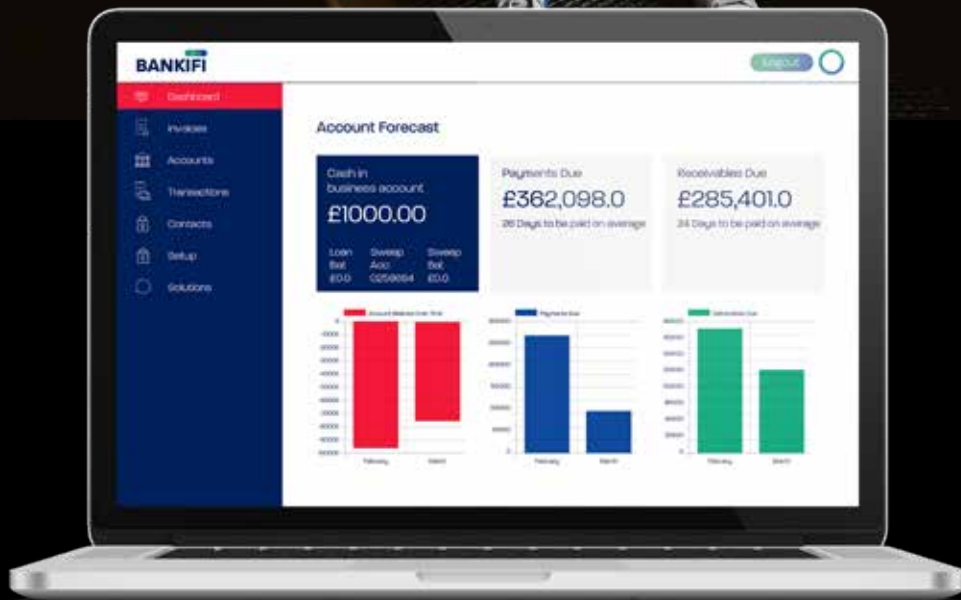
**USA, AUSTRALIA,
SINGAPORE, NEW
ZEALAND**

Processed over

**£1BN OF
PAYMENTS**

Serviced over

**500,000 SME
CUSTOMERS**



The Banker
Most Innovative Bank
NORTH AMERICA

Transreport

Transreport is a London-based business providing SaaS technology solutions to the travel infrastructure sector. The primary focus of the business is to make the lives of disabled passengers easier by removing the barriers to using travel. Founders Jay and Waleed have built and launched an industry leading app, that's now used by over 24 major UK-based rail operators. Their team are now looking to expand their product range, launch into other transport systems and expand into the East Asian railway market.

We have

**DOUBLED CARR
IN THE LAST 12
MONTHS**

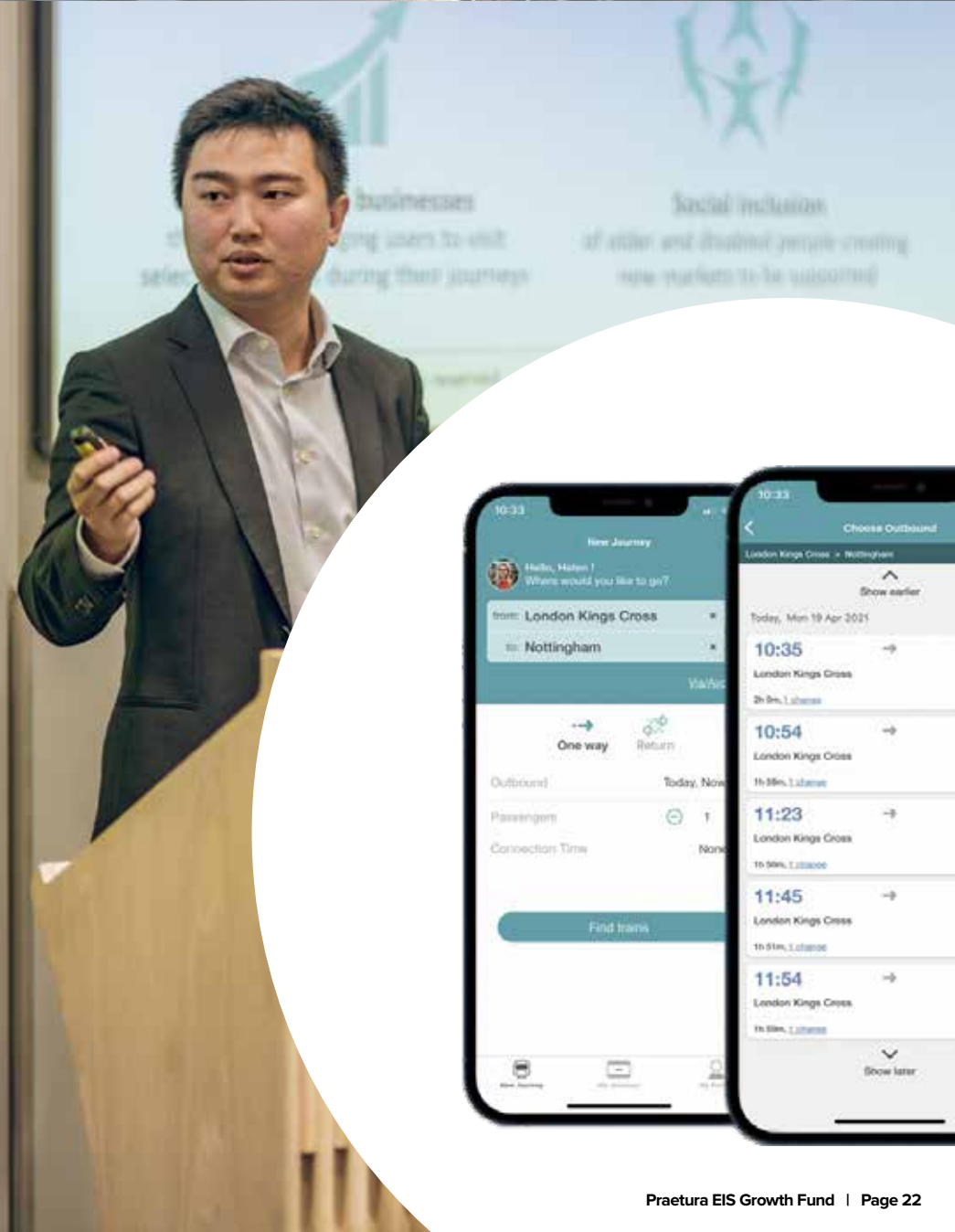
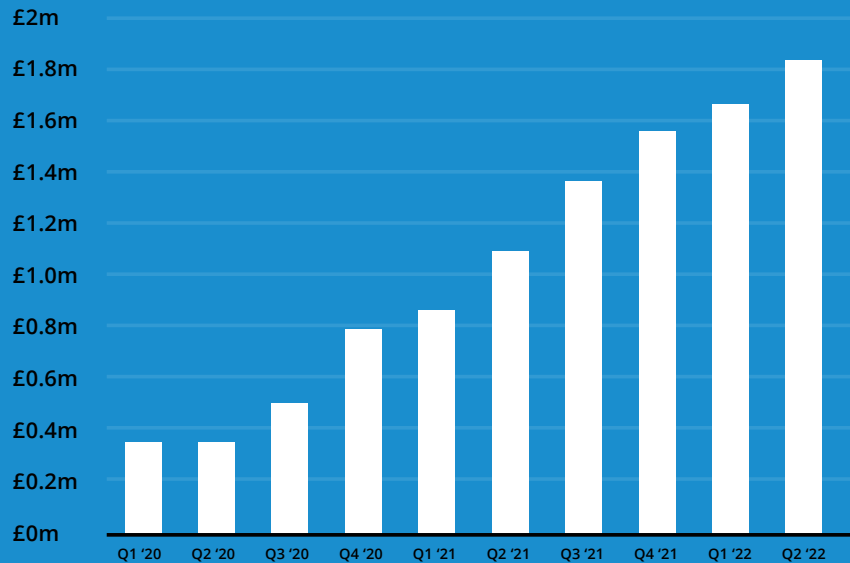
Supported

**400,000
USER JOURNEYS**

Working with

**24 MAJOR RAIL
OPERATORS**

TRANSREPORT'S CARR





Modern Milkman

The Modern Milkman is a subscription based, online grocery service that is dedicated to removing plastic from everyday essentials. Founders Simon Melin and John Murphy use fellow Praetura portfolio company, Peak's, AI decision intelligence engine to forecast demand, target their marketing and manage the driver's capacity. To date, they've grown at an impressive rate and have the potential to expand their offering as a delivery service to complementary third party businesses and producers. The company have now launched in France and plan to expand their European footprint.

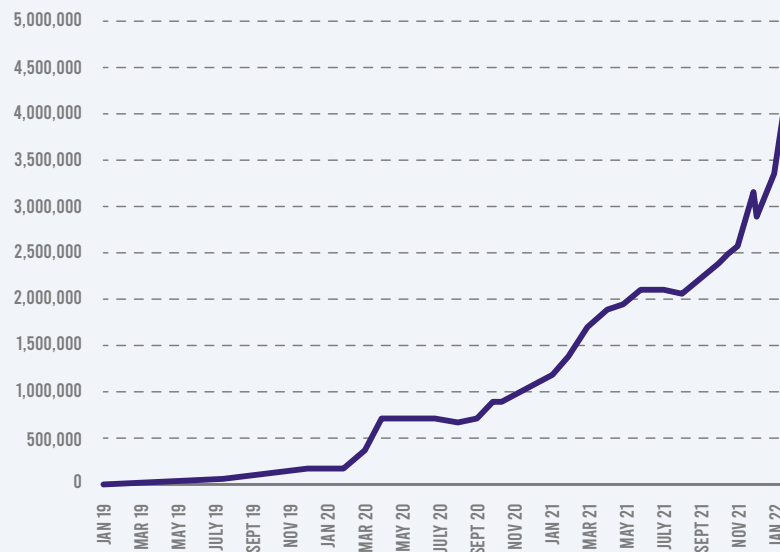
FASTEST GROWING SCALE UP IN THE NORTH

According to GP Bullhound's Northern Tech Awards. **GP.Bullhound**

**50 MILLION
PLASTIC BOTTLES SAVED**

**160,000
SUBSCRIBERS**

£50M ARR



PEAK

Peak has developed an AI-based decision intelligence system which sits at the heart of a business, using machine learning algorithms to convert data into actionable insights to help drive growth, increase profitability, improve efficiencies and sustainability. Hailed as one of the North's breakout tech success stories, the business works with a number of global brands such as ASOS, KFC Nike and PepsiCo. Their technology has been widely praised for its ability to drive commercial results and after a recent fundraise led by investment-giant SoftBank, the business is now scaling rapidly internationally. Praetura first invested in PEAK when there were just three founders at idea stage, since then they've now grown their team to over 250 people around the world.



Cool Vendor in AI for Retail according to Gartner.

\$75M

Latest fundraise with softbank

TOP 25

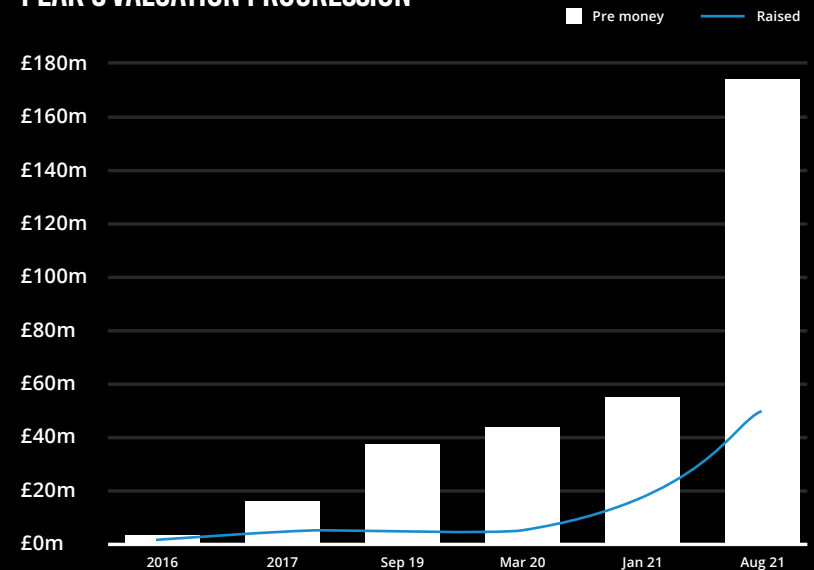
Best Mid-sized company to work for (2021) from the Sunday Times

6

Offices Worldwide



PEAK'S VALUATION PROGRESSION



16x Return



Why Did We Invest?

We saw a highly scalable business, with strong traction in the market, underpinned by recurring revenues and cashflows.

What Went Well?

The business grew organically, but the major success was listing the business and then adopting an aggressive buy and build strategy, backed by supportive shareholders.

What Did We Learn?

Recurring revenue with limited working capital provides a great platform from which a business can generate value either organically or by acquisition.

Sector	Energy
First Investment	2011
Cohort	Praetura 1
Investment	£1.3m
Return*	£21.5m
Multiple	16x

20x Return



Why Did We Invest?

We backed an exceptional entrepreneur and experienced team to capitalise on existing relationships and experience in a niche, but highly attractive, sector.

What Went Well?

The start-up won clients immediately upon FCA approval and was profitable in its first year. Within 18 months, the initial capital had been repaid and by 2017, a £20m MBO was completed.

What Did We Learn?

Backing exceptional teams with relevant experience in attractive markets provides an opportunity for super-normal returns. In this instance, it is all about the team.

Sector	Insurance
First Investment	2014
Cohort	Praetura 2
Investment	£0.6m
Return*	£11.6m
Multiple	20x

3x Return



Why Did We Invest?

We backed a talented team to create a commercial lines broker, led and owned by its management.

What Went Well?

The business was able to recruit teams and on-board clients quickly. Post our investment the business had the opportunity to achieve significant scale with the support of additional funding. We introduced and exited to Carlyle within 22 months, which provided a 3x return for investors.

What Did We Learn?

Getting the right funding partner for a business is critical. We were the right funder to get the business off the ground and assisted the business to find the right follow-on-funder to deliver their ambitions.

Sector	Insurance
First Investment	2014
Cohort	Praetura 2
Investment	£2.8m
Return*	£7.3m
Multiple	3x

* Past returns are not indicative of future returns

95

Many things set Praetura Ventures apart from other investment managers. However, the main qualities for me are their more than money ethos, high-quality investor comms and the close relationship they have with their portfolio.

I trust Praetura to do the right thing wholeheartedly, and it has been both impressive and refreshing to be kept informed.

Nikhil Mankodi

Previous hedge fund manager and Investor
Investing with Praetura for three years

97

Praetura have enabled me to have completely transparent conversations with clients and present open and informative content.

Chris Harrington

Chartered Financial Planner for Cowgills
Wealth and Praetura for 3 years.



SECTION THREE

Our Investment Process

I FEEL
LIKE
MAKIN'
DREAMS
COME
TRUE

To back
exceptional
founders, we:

Find and assess huge numbers of opportunities

Identify the exceptional ones

Make the right decisions at Investment Committee



**£2.5BN OF
OPPORTUNITIES
REVIEWED IN 2022**

**200 OPPORTUNITIES
REVIEWED PER
MONTH**

**AVERAGE OF ONE
NEW INVESTMENT
PER MONTH**

Building our pipeline.

We invest in less than 0.5% of the opportunities that we assess. And we believe that if we increase the size of the pipeline, we will increase our chances of finding great founders and companies to back.

To build a great pipeline of opportunities we focus on:

- 1.** Making it easy for founders to find us and apply to us for funding
- 2.** Developing strong relationships across the entire venture ecosystem
- 3.** Creating a unique investor persona which drives engagement and brand awareness
- 4.** Building a VC brand within the founder community
- 5.** Playing our part in developing the entire Venture eco-system in the North of England

Our Investment Criteria.

We have been looking for early-stage investment opportunities since 2011. And our investment criteria has evolved over that time; as we have incorporated learnings from either our mistakes or our successes.

Throughout our entire investment process, we are focused on finding exceptional opportunities that align with our criteria of a great venture stage opportunity.

In addition to the '6M' framework we use, we also consider the mission or purpose of the business. And, whilst we are not an ESG or a tech-for-good investor, we do consider the environmental or social impact of the business when considering an investment.

Good examples of a positive mission within our portfolio include:

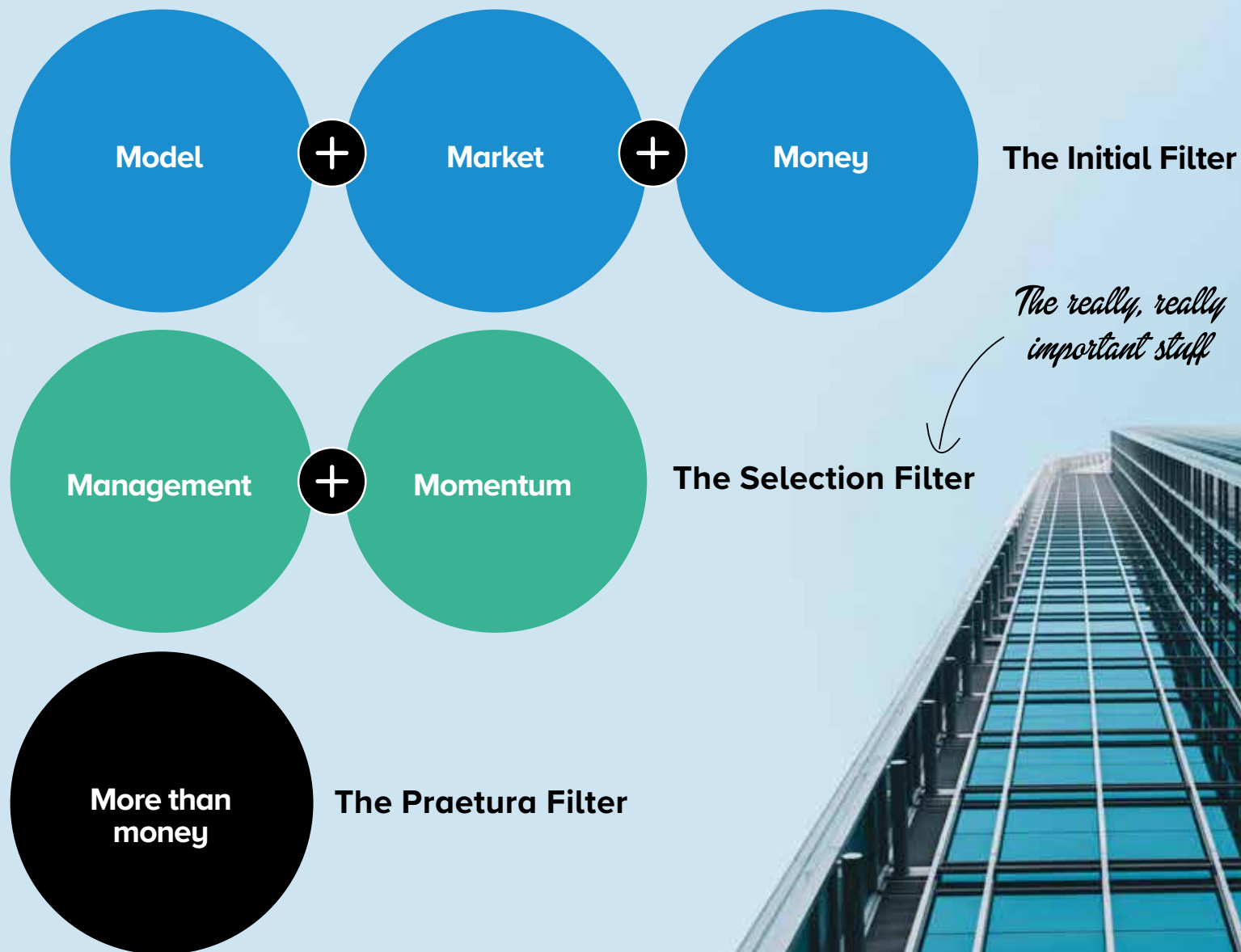
**CULTURE
SHIFT**

Providing an online platform for education and corporate clients to help mitigate the impact of bully and anti-social behaviour

Patchwork

Helping the NHS deal with the staffing crisis through better use and allocation of employees that also drives higher retention rates within the NHS

And we will not, under any circumstances, invest in anything that is anti-ethical or involved in vice.





Lee Forster Partner (Health)

Lee is a former GB international swimmer turned serial entrepreneur, with over a decade of experience as a strategy consultant, managing M&A for start-ups within the health-care space. With deep relationships across both the sector and wider start-up community, Lee is positioned at the forefront of the healthcare industry,



Pete Carway Investment Director

Pete is a qualified accountant with 12 years' experience including Finance Director and Financial Controller positions in software and other service businesses. He held the role of Finance Director in a fast growth Artificial Intelligence business, raising over £5m of investment and overseeing a 5x increase in company value in 2 years.



Andy Barrow Partner (Tech)

Andy was the CTO of leading Manchester software business ANS Group Plc, where he led the technology team until the company's sale to Inflexion Private Equity for in excess of £200m. As CTO, Andy was responsible for technical strategy across cloud computing, data analytics, application development and managed services.



Sim Singh-Landa Investment Director

Sim has worked in the financial services industry for over 17 years with experience spanning banking, real estate, finance, investments, pensions and funds. Sim's responsibilities include undertaking financial and qualitative appraisals, marketing, due diligence, project management and client relationship management.



Louise Chapman Investment Director

Louise joined Praetura in November 2017 from KPMG where she had spent over nine years in its Advisory business, including a secondment to a clearing bank. Louise is a Chartered Accountant with significant experience in advising SMEs and has undertaken a role as Finance Director of a high growth business.



Jess Jackson Investment Manager

Jess has extensive experience supporting businesses, including at Praetura Ventures where she is responsible for identifying and managing investment opportunities for our EIS Growth Fund and the GMC Life Sciences Fund By Praetura.



Mahesh Santiapillai Investment Executive

Mahesh has worked in a variety of buy and sell side roles for leading financial institutions such as UBS, where he helped to implement large-scale company critical strategic projects across the bank. Prior to joining Praetura Ventures, Mahesh worked at Alantra and LGT Capital Partners, specialising in private debt investment in the latter.



Tania Rahman Investment Manager

Tania has mentored ambitious start-up founders throughout her career, which includes almost a decade spent running her own award-winning London restaurant chain Chit Chaat Chai. Outside of her work at Praetura, Tania continues to champion underrepresented entrepreneurs, having previously spearheaded initiatives aimed at making the VC landscape more inclusive.



Michael Rees

Investment Executive

Michael joined Praetura Ventures from the Development Bank of Wales, where he was part of the technology venture investments team. He brings with him plenty of seed investment experience, having worked on circa 20 transactions, ranging from life sciences to hardware.



Grace Sanderson

Investment Executive

Grace has worked across the local investment landscape for several years and counting, including as a volunteer member of the steering committee at Fund Her North, which supports Northern female entrepreneurs and their funding journeys.



Stefano Smith

Graduate Investment Associate

Stefano has gained experience across many areas of the finance industry, from asset management to corporate and personal banking. In his role as a graduate investment associate at Praetura Ventures, he is responsible for helping to spot and progress opportunities.



Emily Bourne

Graduate Investment Associate

Emily is a graduate investment associate at Praetura Ventures, having graduated from the University of Oxford with a First Class degree in French & Linguistics. Her role at Praetura involves spotting and progressing investment opportunities.





Every VC talks about backing exceptional founders.

But what does that mean? As a founder of Praetura Ventures, I'm looking for:

1/ A unique and personal insight into their marketplace and solution

Some people will call this founder market fit. And they are probably right. But what I'm looking for really, is that unique and ingrained viewpoint that differentiates the startup from the very beginning. That certain something that changes yet another XX-Tech business into the XX-Tech business that we need to be a part of. Usually, this means that the founders have felt the pain, personally, and are passionate, beyond reason, about fixing it.

2/ Humility, self-awareness and a belief in continuous learning

No founder is the finished article. I am looking for people who are aware of their limitations and show a passion and belief in learning as they grow - from mentors, from other founders, from reading, from anywhere. Those that think they know it all or don't need any help are a massive red flag for me. Self confidence good; arrogance bad.

3/ Team orientated with a focus on developing and enabling others

I believe in the power of a team, all pulling in the same direction. I'm looking for founders who want to hire and develop people into a world-class team and have enough trust in what they are building to allow that team to get on with doing it. Micro-managers are a disaster past 20-30 staff. I'm looking for founders who take pride in developing people and pushing them to fulfil their potential and have the career they want to have.

4/ Natural communicators

Building a startup is partly about storytelling. Selling is storytelling. Passing a vision or passion onto a team is storytelling. Fundraising is storytelling. Natural communicators have an advantage in this field. And I believe they are probably better equipped to deal with the inherent (and massive) challenges of growing a team beyond 50 people.

5/ Values led, with strong moral and ethical guidelines

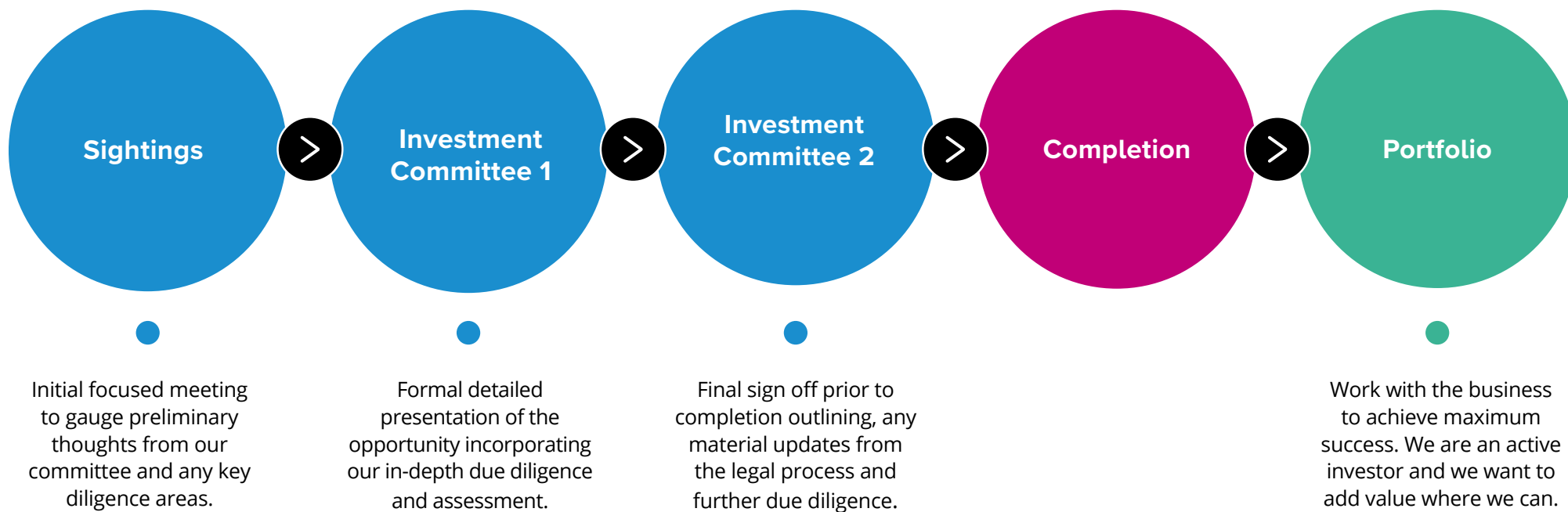
This is non-negotiable for me. If I have any doubts whatsoever as to someone's moral compass; I'm out. Sometimes in a startup, it's tempting to take the easy path, to let something slide, to lie not through acts but through omission. But that's not the way to build a business. Our core value at Praetura, above everything else, is "Do the Right Thing". Any startup that doesn't chime with that is not a potential investment for me.



DAVID
FOREMAN



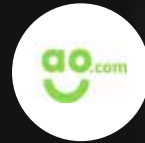
Investment Committee Process



Our Investment Committee



Steve Caunce



Chairman

Steve spent a number of years as CFO and CEO of FTSE 250 group AO World, with time spent previously as CFO of Phones4U. Steve has significant expertise in scaling businesses having overseen the rapid growth at both AO World and Phones4U.



David Foreman

Managing Partner

David co-founded Praetura with a background of over 12 years in corporate finance and venture capital. He qualified as an ACA with KPMG and has considerable experience in backing financial services and recurring revenue businesses. David has a focus on the application of data, IT and technology to enable efficiencies within businesses.





Peadar O'Reilly

Managing Director, Debt

Peadar, a founding partner at Praetura, has over 20 years' secured lending experience having previously held senior roles at Bank of Ireland and ABN Amro. He helped establish a successful UK ABL business for Bank of Ireland and is responsible for raising over £300m of bank facilities from mainstream and specialist institutions for the Praetura group of companies. He is a founding Director of Praetura Asset Finance, Praetura Commercial Finance and Praetura Debt Co.

**DON'T
JUST EXIST!**



Danny Summers

Chief Financial Officer

Danny joined Praetura in early 2014 and was instrumental in the establishment of several significant Praetura investments including Praetura Asset Finance, Praetura Commercial Finance and Sorted Group, acting as Finance Director of each upon inception. Danny has several years of board experience within the financial services, speciality finance and technology sectors. He has significant experience in raising external finance; £300m of institutional debt facilities for Praetura investments to date, including the £75m pre-securitisation facility for PAF.

Our Investment Committee



Colin Greene

Partner (Portfolio)

Colin has worked for the world's biggest tech companies, including Apple, Intel and NCR. At Apple's Cupertino HQ, he led the company's Consumer Retail business with direct responsibility for a >\$10B P&L. He has also held COO and Country CEO for Apple in Tokyo and Seoul. Colin now heads up our portfolio growth platform, working closely with our Operational Partners and supporting the portfolio with more than money.



Andy Barrow

Partner (Tech)

Andy was the CTO of leading Manchester software business ANS Group Plc, where he led the technology team until the company's sale to Inflexion Private Equity for in excess of £200m. As CTO, Andy was responsible for technical strategy across cloud computing, data analytics, application development and managed services. Today Andy oversees our tech investments and wider tech strategy, ensuring Praetura consistently uncovers early-stage opportunities at the forefront of innovation.



Lee Forster

Partner (Health)

Lee, a former Team GB international swimmer turned serial entrepreneur and Praetura partner, oversees all health investments and boasts over a decade's experience in healthcare strategy, advising on M&A and supporting start-ups. As well as founding his own strategic consultancy within KnowledgePoint360 Group, which later exited to UDG, Lee has been Group SVP and head of commercial strategy at Science Group. He is also the Chairman and exited founder of bespoke supplement subscription brand Neat Nutrition.



Sightings

Sightings is designed to create early discussions across multiple people in the Ventures team.

At each Sightings meeting, there is a short-form document prepared by the proposing team which gives enough data to allow an understanding of what the business does and why the team are proposing to take the business forward.

The purpose of the meeting is to debate the opportunity in an open, honest and candid manner. This involves understanding the positive dynamics that have led the investment team to propose the opportunity, the risks highlighted and the potential negative factors that would preclude a Praetura Ventures investment. Any conflicts should also be highlighted.

At the end of each Sightings meeting, the aim is to reach consensus on whether the business fits our investment criteria.

High-level minutes summarise the discussion and the business is given a red, amber and green rating.

Where appropriate, an Operational Partner is assigned to the opportunity if this has not already been initiated by the Proposers. The OP will then work with the Proposers to meet with the founders and assess the business. At IC1, the chosen OP will act as an adviser to the Committee to provide their views on the opportunity to supplement the Proposers' assessment.



Investment Committee 1 (“IC1”)

IC1 is the first formal stage of the Investment Committee process.

The purpose of the meeting is to approve (or reject) an opportunity that has been through Sightings and has had significant levels of investigative work completed by the investment Team.

At IC1, the Proposers present a detailed Investment Paper (the “Paper”) which provides an analysis of the business using the 6Ms methodology. The Paper includes details of the proposed transaction, including key terms, valuation and proposed funder consortium (if applicable).

While there will inevitably still be areas of diligence to undertake following Investment Committee, these diligence streams should be known and addressed in the main Paper.

Diligence to undertake will include an indicative scope and cost estimate of any external diligence that will be undertaken.

From Sightings, an Operational Partner is likely to have been assigned to the opportunity. In IC1, the OP acts as an adviser to the Committee and should be prepared to provide thoughts and observations from having met the founders and business prior to the meeting.





Investment Committee 2 (“IC2”)

Investment Committee 2 is the final stage of the IC process. The purpose of the meeting is to understand and evaluate the diligence findings which were agreed at IC1.

A shorter form paper (the “Paper”) is provided by the Investment Team at least 72 hours ahead of the meeting along with any supporting papers, diligence reports and financial modelling.

If there have been any material changes to the initial evaluation of the company between IC1 and IC2, these should be clearly highlighted in the Paper.

Wherever possible the Investment Committee will be the same as for IC1 to ensure continuity. As with IC1, the OP assigned to the opportunity will act as an adviser to the Committee.

Conflicts Procedures

There are 3 levels of conflicts which Praetura Ventures must manage:

Category 1 – The potential investee company has no prior business or investment connection with Praetura, its shareholders or employees.

Category 2 – Our Funds have not invested in the potential investee company but there is some other kind of relationship with Praetura, its shareholders or employees.

Category 3 - The potential investee company has received investment in previous funding rounds from any individual within the IC or from Funds managed by Praetura. Previous funding rounds have been at a lower valuation than the current round. 'Sweet' Equity or discounted valuation has been applied to equity owned by Praetura, its shareholders or employees in previous rounds.

Process

If there is a Category 2 or 3 Conflict, the Investment Team liaises with Compliance who will initially discuss, consider and advise on the required Conflict Committee process (if required). Jonathan Brown is the independent conflict reviewer and approval must be received from him, with input from Compliance.

If there is an identifiable conflict, the conflict must be presented to Compliance/Conflicts Committee and the mitigations approved prior to the final IC meeting. The conflict mitigations approved by the Conflicts Committee must be detailed in the IC document and adhered to throughout the Investment Committee Process.



SECTION FOUR

WE

FOUNDERS

More Than Money?



More than Money

We believe that finding and backing exceptional founders is simply the beginning of a journey to provide our investors with profitable returns. The second part of that journey is in helping founders we back to build the best business they can.

The belief in helping founders post investment is why we started Praetura. It's why we've built the team we have. And in particular, it's why we've recruited the Operational Partners that we have and why we've designed our post investment processes around delivering 'More than Money'.

And, in order to deliver More than Money to founders, we must:

- **Earn their trust.**
- **Be their biggest supporter. And their most truthful critic.**
- **Add real value through the work we undertake.**
- **Be a positive influence.**
- **Help them to dream of bigger goals. And to achieve them.**
- **Do no harm.**

Our approach to post investment support is highlighted in our [portfolio playbook](#).

Our Portfolio Team

The Praetura Ventures portfolio team is responsible for looking after our investee companies and portfolio founders. The team provides support via our industry-leading Portfolio Toolkit, which supports founders through savings on business costs such as R&D tax credits and Amazon Web Services. In addition, our Portfolio Team work closely with our Operational Partners, connecting founders with business veterans, who have helped to build, scale and support businesses such as Dr Marten's, AO.com and The Co-operative Bank.



Colin Greene Partner (Portfolio)

Colin has worked for the world's biggest tech companies, including Apple, Intel and NCR. At Apple's Cupertino HQ, he led the company's Consumer Retail business with direct responsibility for a >\$10B P&L. He has also held COO and Country CEO for Apple in Tokyo and Seoul. Colin now heads up our portfolio growth platform, working closely with our Operational Partners and supporting the portfolio with more than money.



Guy Weaver Portfolio Director

Guy is well versed in the technology sector and has overseen deals between Praetura Ventures and a host of innovative companies. Prior to Praetura, Guy was a director at KPMG and co-founded the company Introstream, which helps businesses connect with technology solutions providers. He is also a member of the Pro Manchester Science Technology Committee and a mentor for various tech organisations.



Thomas Hardman Portfolio Director

Tom is Praetura Ventures' portfolio financial controller, providing in-depth analysis on the financial and commercial performance of our portfolio companies. Tom's insights feature in our investor updates and contribute to our track record for enhanced investor communication. Prior to joining Praetura, Tom held similar financial and analysis roles at leading companies in the North West, including Push Doctor, AO.com and Matalan.

Operational Partners

The principal role of the Praetura operational partners is to provide mentorship and guidance to the founders we back.

They are not employees of Praetura and are working with us because they want to help founders achieve their ambitions. They also are working with us because they believe, as we do, that there is a 'better way' for VCs to support their portfolio.

The role of the operational partners is to act as much as possible as an independent mentor to the founders and the business.

For avoidance of doubt, there is no fixed 'job' per se that they must carry out for Praetura other than to help founders achieve their goals. However, it is expected that operational partners will be able to support, where necessary, founders improve their businesses in respect of People, Strategy or Execution.

We will try, wherever possible, to match up founders and operational partners on the basis of 'fit'. And it is expected that we may introduce more than one operational partner throughout the life of the investment as needs change.





Catherine Barber Brown

Catherine has more than 25 years' experience across multiple sectors, including banking and health. Now a Non-Executive Director for Stockport NHS Foundation Trust, her background includes investment banking roles for Credit Suisse and Barclays and senior strategy and change roles at The Co-operative Bank.

Catherine's experience and network is invaluable to our portfolio companies, which she supports through her role as an Operational Partner.



Mark Slade

A commercially minded proven professional with experience both at CEO and Vice Chairman level in the financial services industry and as a non-executive Board member in various businesses and sectors, ranging from UK based startups to multi-geographical SMEs.

Fair, rational, and strong on risk management and governance, whilst passionate about the talent management and development of people, along with D & I and wellbeing initiatives.



Dominic McGregor

Dominic is the co-founder and ex-COO of Social Chain, a leading marketing company he helped grow to a \$200m turnover business with clients ranging Amazon to the BBC and Coca-Cola. During his tenure, Dominic oversaw the company's IPO on the Frankfurt Stock Exchange.

Since leaving Social Chain, Dominic has been an avid supporter of Northern businesses and entrepreneurs and continues to mentor our portfolio companies as an Operational Partner..



Helen Verwoert

Helen was previously Chief Human Resources Officer for Dr. Martens. As part of the leadership team, she was instrumental in the development of Dr. Martens, taking the brand from family ownership to a sale to the private equity firm Permira, which later culminated in a £3.7bn IPO in 2021.

Helen was also instrumental in restructuring the executive team including recruiting the CEO, CFO and three Regional Presidents, in addition to being the company's Global Head of Diversity, Equity and Inclusion.



Paul Johnson

Paul is the co-founder of MPP Global and was CEO for 20 years until its acquisition by AIM-listed Aptitude Software in October 2021. MPP Global is the award-winning international provider of the cloud-based subscription management and billing SaaS platform eSuite. MPP's clients include Sky, NBC Universal and L'Equipe.

At exit, MPP Global had grown to over 100 employees plus offshore development teams and £9m ARR.



**We are here
to help.**

We believe that there are some fundamentals around which we think we can help a business to grow and scale rapidly.

Our framework is based on our experience and in particular on the experiences of our Operational Partners, our Board and the successes we have witnessed first hand within the portfolio.

But, as ever, we understand that there is never likely to be a one-size-fits-all approach that will work for all founders and businesses we back.

Our framework is based around the belief that founders and businesses are continuously working on one of three things:

- **People**
- **Strategy**
- **Execution**

For more detail on the Scaling Framework of People, Strategy and Execution, please review page 34 in our [portfolio playbook](#).

People

We believe that having the right people involved, in the right roles and united behind a common belief or purpose is critical in being able to scale a business.

We believe we can help a founder: Develop an authentic culture that helps the people within the business align with it and thrive as a result. Build a leadership team that is capable of taking the business to the next level (wherever that next level may be). Develop the necessary talent management processes required to develop the people within the business so they can perform at their best. This also supports successful succession management and avoids, to the extent possible, making poor recruitment choices

Strategy

Clarity is everything when it comes to a business's growth strategy. It has to be concise and easy to action by the team but also simple enough for stakeholders to understand.

As an extension of this strategy, we can help founders to:

1. Clearly define the business's vision, purpose and strategic focus to drive it towards its goals and avoid pursuing any distractions.
2. Ensure that management maintain prioritisation and focus over the business's purpose both internally and externally.
3. Implement a governance structure that helps – not hinders – the progress of the business; a board that's a force for good rather than a monitoring and reporting function.

MORE THAN MONEY



Execution

As businesses scale, it's vital to have processes that make completing and delivering tasks and services as efficient as possible. Part of that includes knowing what's likely to happen in the near term, so teams can adjust course.

As a VC with proven expertise, we can help founders to:

1. Put in place core processes that allow the business to perform its tasks efficiently and accurately.
2. Develop a go to market strategy which enables the business to thrive and measure success.
3. Build a suite of business planning tools which can provide a reasonably accurate predictor of the future.

Assessing Company Performance

As part of our Investment Agreement, Praetura requires all companies to provide certain information.

This information includes:

- Board packs
- Budgets and reforecasts
- Management accounts
- KPIs agreed with company prior to investment
- 13 week cashflow forecasts
- CEO and CFO monthly reports

Praetura Reporting Platform

Praetura has worked with our portfolio company, Peak, to create a bespoke reporting portal for all portfolio company information.

Portfolio companies are required to upload all budgets and forecasts, monthly financial performance and all board information via the portal.

Management accounts are uploaded in a standardised Trial Balance format and the portal automatically produces management accounts and analysis against forecasts. The system also tracks all KPIs for the business, both mandatory ones specified by Praetura and any other KPIs the management team may wish to track.

In addition, we ask each management team to fill in standardised monthly questionnaires which focus on identifying areas of concern, operational highlights and areas in which Praetura may be able to better assist the company to scale.

Once information is provided into the Praetura Reporting Portal, we provide all investee companies with access to data visualisation and reporting tools to integrate within their business and reporting suite. Our reporting suite helps early-stage businesses achieve a high level of reporting capability and, in addition, the use of the Praetura Reporting Platform provides each business with an auto-populated financial data-room as and when the business is seeking an exit or further injection of capital.

By utilising the platform across the portfolio, we are able to monitor progress, assess risk and analyse performance on an individual and portfolio basis. This enables Praetura to make better use of internal resources, focusing on supporting underperforming businesses and accelerating, where possible, the growth of the best performing businesses.

In addition, the portal allows us to perform our financial analysis of the businesses within the portfolio intra-month; meaning that the Board meetings can be more focused on strategy and execution as opposed to just understanding financial performance.

Data from the portfolio is used in Investor Updates. These are sent to all investors every six months and detail the progress and performance of the portfolio.

We've built our own custom AI-driven tech platform to monitor portfolio performance, creating industry leading insights.



Case studies and feedback

What More Than Money Means...

Gemma McCall

FOUNDER

Culture Shift is a real-time reporting platform that aims to identify and prevent harassment and bullying in the workplace.

Based in Manchester, Culture Shift has been part of the Praetura portfolio since March 2020.

“Praetura aren’t like any other VC. The more than money promise goes to the core of what they’re trying to create. Consistently, they’re trying to find ways to support us and help us build the best business we can.”

When times are tough

“As founders, we tend not to talk about the hard times we have when running a business. Support in a crisis is so overlooked.

A critical piece was due to come out in a national broadsheet newspaper. We believe in what we’re doing and stand up for our cause, but unfortunately a journalist with an agenda had decided to use our company for his own means.

I’d never experienced negative press; it’s a scary experience and felt almost like a personal attack. I was almost nervous to tell Praetura as our investors, but as soon as they knew, they sprang into action.

Their team connected me and our comms team to a personal WhatsApp group with their marketing department, PR company, investment director Pete Carway, managing director David Foreman and two experienced

ops partners, Mark Slade (OSTC) and Dom McGregor (Social Chain). We discussed our positioning, our response strategy and our rebuttal release.

As the scenario unfolded, I had the support from a group who’d been there before and knew how to handle the situation. They listened into our key radio interviews and cheered me on as we fought our cause.

Since then, our clients have commented on our response and come out in support. The article inspired no follow on and gathered little momentum.

It was a horrible situation, but I can’t express enough how it helped having someone in your corner and access to expert advice. I would’ve never expected that from a VC.”



Taking our SaaS to the next level

“When we first met Praetura, our service was successful with a great list of clients, but we wanted to develop it further. Using their SaaS experience from previous portfolio companies, Praetura helped us shape the Report & Support platform we see today.

Our team started to build out new features and serviced new areas of demand. The work we did helped boost our sales and we tripled our monthly revenue from our university clients.

Now the service is used by 70 of the UK's top universities and we've just signed a contract with our first NHS Trust in Leicester, offering an additional 23,500 people access to our reporting tool in an effort to reduce discrimination, bullying and harassment.

We're on a mission to improve workplace culture, as we believe everyone deserves to feel safe at work. Praetura have played a key part in realising our potential.”

Tapping into the Praetura Network

“Beyond their obvious connections with different industries and potential future investors, Praetura are so generous with their network.

Even before they invested, Praetura recommended some incredible contacts that saved us time, money and potentially some tough choices. From a brilliant recruiter in Liverpool to a start-up funding accounting expert, they wanted to help us succeed. This early support when they hadn't even gained equity yet, helped us shape the company to what it is today.

And this benefit didn't stop post-investment. Since then, they have offered us support through regular introductions to further key contacts, such as brilliant insurance brokers and other great companies.”



MARK SLADE

As an operational partner, Mark is such a rock for me. Mark's had huge success in building, scaling and exiting businesses.

But he's also failed at a number of ventures. Both experiences have taught him a lot. He's been there before, and he knows what it feels like. We speak regularly and we work through challenges I'm facing, founder to founder. That kind of contact is so important.



PETE CARWAY

As our investment director, Pete is the person I turn to when I'm stuck. He's always solving problems and going over and above for us. He can offer brilliant advice from other portfolio businesses.”

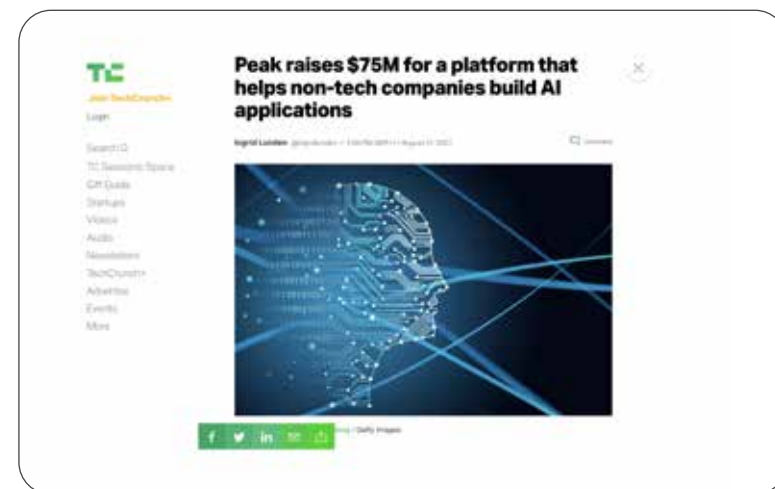
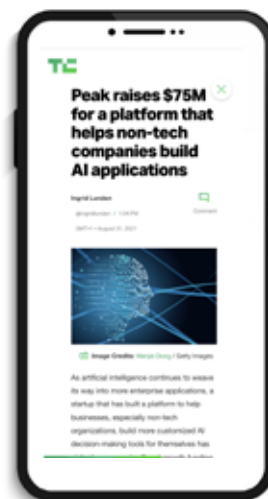




How More Than Money Helped Peak Reach New Heights

In June 2016, we invested in Manchester-based AI trailblazer Peak after being impressed with the business's founding team and their vision for the future. Fast-forward to the present day and we've been blown away by what we've seen. From working with world-beating brands like Nike, KFC and PepsiCo to attracting a \$75m Series C funding round led by SoftBank, Peak has reached some incredible heights in a short amount of time.

Peak raises £75m for platform



But it didn't start that way

It might be hard to believe that the business plan for one of our most successful portfolio companies was written on the back of a napkin, but that only made us more intrigued. When we invested, Peak had no recurring revenue. But, in the spirit of backing impressive management teams, we trusted the company's three founders (Richard, David and Atul) to build a business that would turn heads. And, with a little help and direction from Praetura, they did.

No limit to more than money

Sometimes more than money is demonstrated by running workshops with our portfolio on areas such as marketing and sales. At other times, more than money is sending your investment director to join a business full-time, as Pete Carway did when he temporarily took on the role of Peak's financial director.

Pete Carway: "It was clear from day one that Richard, Dave and Atul had something special, and it was a privilege to work so closely with them. Within days of investing, I was helping the team interview for key management decisions. Then, within months, the company was growing so fast that one to two days just wasn't enough anymore, so I transitioned to a full-time position."

Platform for growth

But being an effective and supportive VC isn't all about recruitment and strategy. Sometimes it's about getting back to basics by getting the culture and environment right and building from there. Peak's first HQ was a four-desk office above the Grindsmith coffee shop on Manchester's Deansgate. Peak later moved to a larger co-working space in Jactin House, Ancoats. And while both locations were great in the early stages, it was clear the company needed a bigger space when it began hiring five to ten people

per month. Richard and Pete trawled the streets of Manchester, looking for the right base to attract top talent and house a dynamic, culture-led tech start up. This office was more than a base, it was the heart of Richard's employee-focused plan, meaning it had to be perfect. After viewing 40+ locations, Richard's eyes finally lit up at the nearby and well-known Neo Building. The very same day, Pete began negotiating the lease on the office, which still houses a significant proportion of Peak's 250+ team members.



2014
Year founded



250+
Team members



\$119M
Raised to date

From big ambitions to big wins

From the very beginning, Peak's founders have had their eyes set on building an enduring, global tech company. To achieve this, it was decided very early by our team and Peak's that the company would need to carve out a new category within the expansive AI world. And so, Decision Intelligence, which is the commercial application of AI to help businesses make decisions at scale, was born. And while there had been a few iterations as Peak developed, there was no doubt in anyone's mind what the vision was, leading to a dream list of client wins.

One turning point was when Footasylum, the major sports leisure retailer, came on board. Footasylum's very public praise of Peak began translating into significant contracts with world-renowned brands, with everyone from Nike to PrettyLittleThing taking notice and adding to Peak's landmark list of partnerships, which includes SpeedyHire, PepsiCo and AWS. These wins became the catalyst to Peak's global expansion, which stretches from Jaipur to New York.



What did we do?

VCs can be guilty of taking too much credit for portfolio successes. With Peak, we should be clear, the vision and execution has all been down to the founders and management. What Praetura did was help navigate those difficult early growth challenges.

Peak started life as a profitable bootstrapped business, selling its expertise and analytics on a project-by-project basis. Nevertheless, we knew as well as the company's founders that if Peak was to achieve long-term success, it would need to invest its profits into a fully-fledged SaaS platform with annual recurring revenues. Working closely with Peak, we helped to shift the mindset from profitable project work to significant levels of investment in tech and data science infrastructure. And while this meant burning cash instead of making a profit at the time, this crucial shift has successfully put Peak on the international map today.

Praetura invested in the seed round and then managed the process for the next two rounds, which brought new VCs and high net worth individuals to the cap table. We provided the pilot customers to test the AI platform, ran branding and marketing workshops and helped to develop Peak's hiring plans. Pete helped with the first interviews post-investment and a number of those early hires are still thriving five years on.

Everything we did in those early days was about putting the building blocks in place for scale. Getting the culture right was also front and centre. As well as finding the right office, this included developing share options and benefits, keeping a one team mentality while growing a workforce in both the UK and India and, above all else, spending face time with the team. As a result, we weren't external investors, we were Peak.



How we're supporting Peak now

Peak has undoubtedly been one of our biggest successes, and it's been a privilege to be part of the company's journey. To date we have participated in every funding round the business has launched. And although our cheques are now a small part of a big number, we continue to be involved. While we can take little credit for the team's brilliance, our commitment to more than money has enabled us to help Peak reach key milestones.

Our relationship with Peak, as with all our portfolio companies, continues to be strong, with our MD David Foreman recently taking part in a panel at the company's inaugural AltitudeX showcase event. To use Peak CEO and co-founder Richard Potter's own words, "Praetura has been an amazing investor for Peak from seed stage to where we are today. They're supportive, there when you need help and understand the real-world challenges we sometimes face."



Playing a Supportive Role for XR Games

XR Games is riding a wave of rapid growth following the success of its landmark virtual reality game release *Zombieland: Headshot Fever*.

The immersive title, a partnership between XR Games and Sony Pictures, has been smashing records left, right and centre as well as helping XR claim a host of industry accolades. Among many others, these include Best Small Studio at the renowned TIGA Awards and Best Small Digital Company at the 2022 Digital City Awards. This recognition and XR's many significant business wins have put the Leeds-based company in the best possible position for future success.

As an investor in XR Games (Praetura Ventures led a £1.5m funding round into the business in 2019), we've been privileged to support the company's growth trajectory. But how has our more than money support helped XR Games and what impact has our investment had on the company's talented founder Bobby Thandi?



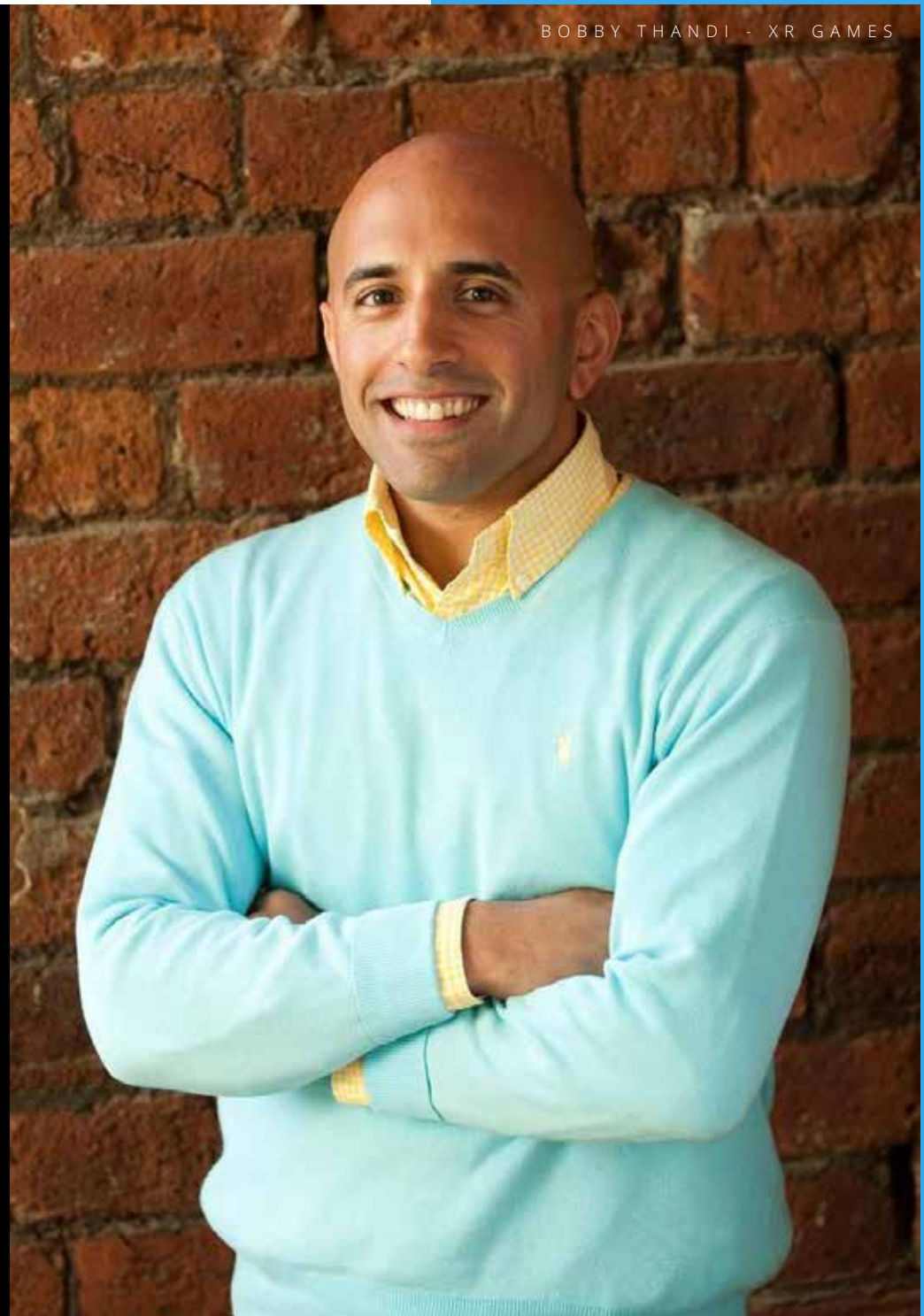
Support Beyond Expectations

Our commitment to providing more than money has supported XR Games in multiple ways, including helping Bobby save thousands on XR's first office move to The Drying House in Leeds. To help Bobby get as much value as possible, we connected him with Ged Carney, an experienced property negotiator who we've worked with for many years.

As well as helping Bobby secure a base to house XR's growing team, opening our portfolio toolkit – which all founders have access to – has helped to free up more capital. This has gone towards helping Bobby invest in XR's growth plans, including hiring talent from world-leading studios like Rockstar Games Leeds and Activision Blizzard.

On the subject of recruitment, finding the right people is another way we've been able to demonstrate value beyond our investment. As part of our more than money support, our team have been actively helping to source, interview and recruit C-level staff with strong track records, despite the gaming sector being incredibly competitive.

As for our operational partners, Colin Greene has been supporting XR Games at board level and has been instrumental in helping Bobby develop his five-year strategic plan. In addition, Colin's invaluable connections to Silicon Valley and expansive address book, which includes giant media and entertainment contacts, have also helped to open doors for XR Games at the highest levels of business.



A True Sounding Board

VCs often have a reputation for only wanting to hear good news, but that's never been the case at Praetura Ventures. We believe solid foundations are built when a founder knows they can go to their VC with anything.

As an early believer in XR's potential, Praetura Ventures' Director of Investment, Mark Lyons, has been the ultimate sounding board. Mark and Bobby have an excellent investor-founder relationship, often catching up very early in the morning and late at night on new opportunities and challenges. To use Bobby's own words: "I don't even filter the fact that Mark is our investor. I can just go to him for advice, and that's the kind of rapport we've built up. There's total honesty, total trust, and total transparency."

Empathy as well as Belief

With crucial business trips to the US, company targets and a young family to take care of, huge demands have been put on Bobby's time. And, like many successful founders, he has experienced the challenges that come with needing to carve out a work life balance. Fortunately, we've been able to support Bobby on an individual level, including encouraging him to take a family holiday in 2021, which isn't normally what you'd expect from an investor.

We've also supported the decision to assign Bobby a life coach, who is known for coaching founders, CEOs and C-level staff. Coaching was suggested by another investor in XR, but it's an initiative we are fully behind, knowing how important it is for founders to have both balance and clarity in their lives. A less obvious benefit of professional coaching is that Bobby has been able to involve his wife and kids in XR's ongoing story more, whether that's going to them for feedback or bouncing around ideas for future initiatives.

On a personal level, having a life coach, which Praetura has been a huge supporter of, has been pivotal to my development as a founder, not least by helping me to include my wife and family in XR more.

- Bobby Thandi



FOUNDER BOBBY THANDI & THE MAYOR OF WEST YORKSHIRE, TRACY BRABIN

More Than Money and The Future of XR

XR Games' reputation as one of the UK's most exciting new gaming companies has coincided with numerous awards from leading names and titles within gaming and business. But outside of winning industry praise from Prolific North, TheBusinessDesk.com and making the top 10 of BusinessCloud's 100 MediaTech Innovators list, XR has been catching the attention of the UK Government. Recently, the Department for International Trade featured XR Games in its 'Made in the UK, Sold to the World' national ad campaign (pictured), aimed at showing off the UK's export appeal. On top of this, 2021 saw GP Bullhound give XR the prestigious award for Potential International Success.

So, what does the future hold for XR Games now? The plan is to continue the same impressive trajectory, with XR aiming to reach a milestone headcount of 100 in 2022 to further its expansion. There are also lots of other exciting projects in the pipeline, including commercial partnerships with some of the world's leading IP holders and media entertainment companies. As an investor in XR Games, we'll continue to provide as much support as possible to Bobby and the team, even after we've exited. For now, we're pleased to see the impact more than money is having on XR's global ambitions.

CODED IN LEEDS PLAYED IN COUNTRIES



"Our latest game has been downloaded in 175 countries around the world!"
Bobby Thandi, XR Games

Let's get exporting



46+

Team members

3x

Growth since our investment

c.700%

Revenue growth in FY21 vs FY20

Top 50

Most exciting companies

Top 10

The 100 MediaTech Innovators List 2021



Recognised by the UK's Department for International Trade

How More Than Money Is Keeping Transreport's Purpose-led SaaS Ambitions On Track

When it comes to purpose-driven businesses, Transreport more than fits the description. Founded in 2016 at Warwick University by Jay Shen, the company is responsible for the Passenger Assistance app, which enables disabled passengers to pre-book accessibility help.

When it comes to purpose-driven businesses, Transreport more than fits the description. Founded in 2016 at Warwick University by Jay Shen, the company is responsible for the Passenger Assistance app, which enables disabled passengers to pre-book accessibility help.

For 14 million disabled people across the UK, this takes the stress and uncertainty out of catching the train. And while Transreport, which works with major rail companies via the Rail Delivery Group (RDG), is so far just focused on trains, the ambition is that

Passenger Assistance will one day be available for all modes of transport – from plane journeys to coach trips. Praetura Ventures invested £1m into Transreport in March 2021, as part of a £2.3m round, with our venture partner and ex-Social Chain COO and founder Dominic McGregor also contributing personally. Since then, we have been actively supporting Jay and the team with more than money. As for what impact our support has had, we spoke to Jay about his experience of more than money and what it has meant for Transreport's ambitions...



‘Hands on help we never knew existed’

“I didn’t expect Praetura to be so hands on, and I mean that in a good way,” says Transreport’s CEO Jay, who was inspired to develop the Passenger Assistance app following a conversation with a disabled passenger about the anxiety they experience when catching the train.

He adds: “Not only did Praetura provide the capital we needed to launch the Passenger Assistance app, you’ve also been helping us every step of the way, whether it’s been help with HR, staff welfare, accounting or R&D tax credit claims. Even if you haven’t had the resource internally at Praetura, the team has connected us with the right people, and that’s amazing.”

What Jay is referring to is not only the more than money support we provide to founders our own Group resources but also our Portfolio Toolkit, which draws on our business relationships with companies such as PwC.



Overcoming staffing challenges in tech

As for the real impact of more than money, Jay has many examples, not least the support we’ve provided to Transreport with regards to hiring.

If you’re in any way connected to the tech landscape, you’ll probably know that talent shortages and staff retention are proving incredibly challenging for SMEs. As Jay explains, tech giants like Facebook, Google and Amazon are making it harder for SMEs to hire and retain talented tech staff, due in part to the highly desirable salaries these major players are able to offer.

Like many companies, Transreport had encountered this challenge. After making Praetura aware, we set up a call with our Group HR director Kate Norton, who worked with Jay to put several initiatives in place, including private health insurance and employee rewards. As well as improving staff retention and employee wellbeing, this support has also made it easier to hire new staff, who are just as motivated by tangible employee benefits.

Breaking Japan

As well as providing more than money to help our founders build the best business they can, one element of support we pride ourselves on is opening doors and making introductions within new sectors and markets.

But while many founders set sights on breaking America, Transreport's ambitions have extended to the high-speed railways of Japan, where two major rail companies have been piloting the Passenger Assistance app.

Nonetheless, where international markets come with their own challenges and customs, Japan is renowned for its significant cultural differences which extend to the way business is done there. This where our Operational Partner Programme has been essential.

Knowing that Transreport had ambitions to enter the Japanese market, we connected Jay to our Operational Partner Colin Greene, who had worked in the country as a director for several years during his time at Apple. Colin then introduced Jay and the Transreport team to several senior figures working in Japan, who were all too happy to help Transreport better understand local Japanese customs and how to do business there.

Clarity from external experts

Our Operational Partner Programme hasn't just benefitted Transreport's steps into the Japanese market; Jay has also worked closely with our Operational Partner Dom McGregor, who is an investor in the business, particularly around the company's marketing and B2B2C positioning.

Owing to his experience running a global social media agency, Dom has provided Transreport with advice on how to respond to vocal passenger queries and comments on social media. In one instance, this led to a disabled passenger who was let down by their rail operator becoming one of Transreport's biggest online advocates. This has proved invaluable to raising awareness of Passenger Assistance and Transreport's mission.

These are just several examples that highlight the breadth of our operational support and more than money. But outside of macro actions, Jay has also commented on the empathy shown by Praetura, particularly around sales, which can take three to six months in the rail sector.

"Praetura are very patient and very understanding, knowing that the rail industry is undergoing a huge amount of change," explains Jay. "We truly feel that working with Praetura, we are part of the family, from the founder WhatsApp group to the support we continue to receive from everyone."

Transreport continues to inspire all of us at Praetura, with a truly purpose-driven model that is helping to transform the transport sector. While rail has been the company's main focus so far, we envisage it won't be long before Transreport branch into other modes of transportation. As Transreport's investor, we will continue to provide more than money to keep the company's ambitions on track.



Reviews & Recommendations

Founders continue to recommend Praetura

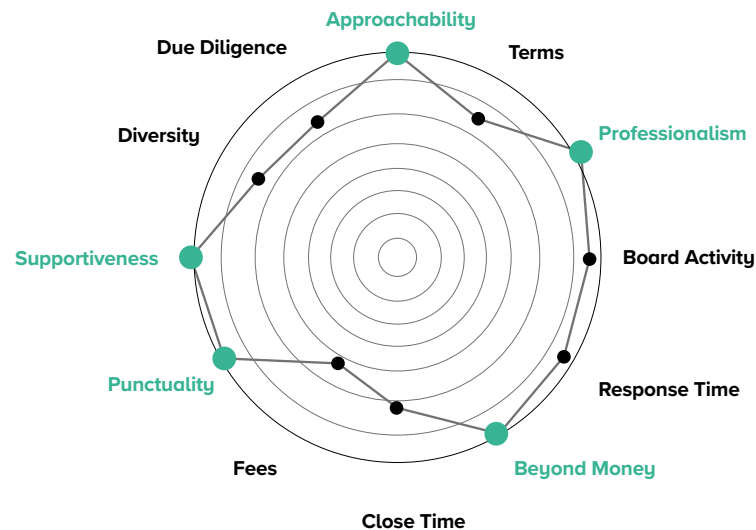
What is Landscape?

Similar to Glassdoor and Trustpilot, Landscape is committed to raising transparency across the startup funding ecosystem, including venture capital. Founders at every stage of their investment journey use Landscape to review and assess VCs via anonymous reviews. Our current Landscape rating is 4.4 stars from 21 reviews, which we're pleased to report is a positive increase from our October rating. Our team are committed to providing a best-in-class founder experience. We were proud to be featured in Landscape's "Top 20 European Seed Investors" based on our founder feedback through the platform.

Non-portfolio Recommendation



Portfolio Recommendation



Ratings and reviews

4.6 ★★★★★ Series B Verified review

Portfolio Founder

Excellent group to deal with at a personal level. Lots of support and introductions outside of the money element. Great supporters of the management team.

Within 6 months

Helpful

Share

Report

5.0 ★★★★★ Seed Verified review

Portfolio Founder

Praetura are fantastic investors. They give extensive support to the founders and rest of the team - extremely swiftly - and have a wealth of connections. I would highly recommend them to all.

Within 6 months

Helpful

Share

Report

4.7 ★★★★★ Seed Verified review

Portfolio Founder

Recently completed a Pre-Series A round with Praetura as the lead investor. From the early stages of the deal, we realised that these were people we could work with on a regular basis and we felt they shared similar values of integrity and transparency. As expected, there were some challenges and points of contention throughout the deal negotiation, yet each time we walked away feeling good about how negotiations were handled. After dealing with the Praetura investment team and recently meeting the portfolio team, we do feel as though we'll get significant support beyond the funding round. We look forward to working together going forward!

Within 6 months

5.0 ★★★★★ Series A Verified review

Non-Portfolio Founder

Brilliant team of people committed to driving success for all stakeholders.

Within 6 months



SECTION FIVE

**Investor
Reporting**

PRAETURA EIS GROWTH FUND



Investor Reporting

Praetura Ventures want our advisers and investors closer to their portfolio. We believe what sets us apart is our commitment to open and transparent communication with investors.

1/

**We keep
in touch
regularly.**

2/

**We
provide
real insights.**

3/

**We tell
you the things
that matter.**

Praetura is committed to making investment reporting open, timely and transparent

Overview

We ensure that all communications that advisers and investors receive from Praetura Ventures is clear, accurate, concise and informative.

We share as much information with investors as we can, to provide a realistic perspective of the performance of their portfolio.

This includes sharing our investment thesis, so investors and advisers can understand why we have made an investment. We want to encourage investors and advisers to ask questions and to understand why portfolio companies are exceeding expectations or failing to meet their targets.

Accordingly, we provide all investors with the opportunity to meet with us or join investor conference calls throughout each year. We are committed to providing honest updates on our portfolio companies.

Accordingly, we provide all investors with the opportunity to meet with us or join investor calls throughout each year. We are committed to providing honest updates on our portfolio companies.

Communication Timeline

All Investors will receive detailed, bi-annual updates on the companies in the Praetura EIS Growth Portfolio. These are provided in October and April of each year. The April report focuses on financial performance and valuations of the portfolio, whereas the October report focuses more on operational and strategic developments of the companies.

Investors can join conference calls following each bi-annual update so they can ask direct questions to Praetura's management and investment and portfolio teams.

Investors will also receive ad-hoc updates when each of the following happens:

- Fund Closes
- Investment has been made
- Company Exit
- Fund Ends

Technology

We believe that investing in an EIS fund should be simple, straightforward and transparent. Accordingly, we are constantly investing in new technologies to reduce the 'friction' of investing in the fund and in receiving information about your investments. We will, therefore, be periodically introducing new features and communications to make your experience as a Praetura investor easier or more efficient.

Accordingly, if you experience anything that is frustrating or time-consuming, we would love hear from you so that we can try to improve our service. Contact us @ salesteam@praetura.co.uk to let us know what we can improve.

Completion Memorandum

Following completion of a deal, we send investment announcements to every investor. These investment announcements contain everything an investor might want to know about the trade, including:

- Company background
- Brief management team biographies
- Deal terms
- Why we like the company

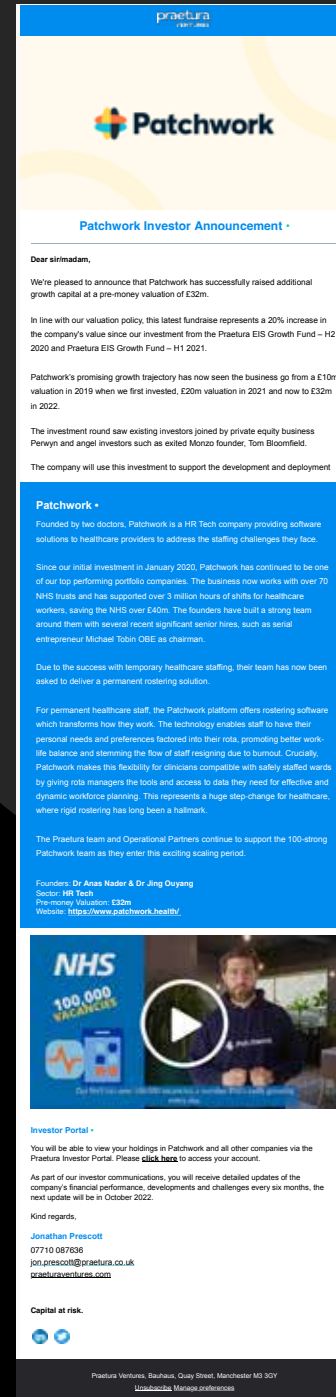
We include a transaction memorandum as part of every investment announcement. These include detailed insights into our investment theses, as well as data on the company's financial performance, critical success factors and key risks.

The Praetura Investor Portal

Every investor in the Praetura EIS Growth Fund gets access to the Praetura Investor Portal.

The Praetura Investor Portal is a web-based platform that enables investors (and their associates) to monitor their Praetura portfolio online.

It provides interactive, 24/7 access to deal details, including % ownership of the Fund, last share price of each portfolio company, and digital storage of important documents that relate to the fund.



praetura
EIS Growth Fund

Patchwork

Patchwork Investor Announcement

Dear sir/madam,

We're pleased to announce that Patchwork has successfully raised additional growth capital at a pre-money valuation of £32m.

In line with our valuation policy, this latest fundraising represents a 20% increase in the company's value since our investment from the Praetura EIS Growth Fund – H1 2020 and Praetura EIS Growth Fund – H1 2021.

Patchwork's promising growth trajectory has now seen the business go from a £10m valuation in 2019 when we first invested, £20m valuation in 2021 and now to £32m in 2022.

The investment round saw existing investors joined by private equity business Perwyn and angel investors such as exited Monzo founder, Tom Bloomfield.

The company will use this investment to support the development and deployment

Patchwork

Founded by two doctors, Patchwork is a HR Tech company providing software solutions to healthcare providers to address the staffing challenges they face.


Since our initial investment in January 2020, Patchwork has continued to be one of our top performing portfolio companies. The business now works with over 70 NHS trusts and has supported over 3 million hours of shifts for healthcare workers, saving the NHS over £40m. The founders have built a strong team around them with several recent significant senior hires, such as serial entrepreneur Michael Tobin OBE as chairman.

Due to the success with temporary healthcare staffing, their team has now been asked to deliver a permanent rostering solution.

For permanent healthcare staff, the Patchwork platform offers rostering software which transforms how they work. The technology enables staff to have their personal needs and preferences factored into their rota, promoting better work-life balance and stemming the flow of staff resigning due to burnout. Crucially, Patchwork makes this flexibility for clinicians compatible with safely staffed wards by giving rota managers the tools and access to data they need for effective and dynamic workforce planning. This represents a huge step-change for healthcare, where rigid rostering has long been a hallmark.

The Praetura team and Operational Partners continue to support the 100-strong Patchwork team as they enter this exciting scaling period.

Founders: Dr Anas Nader & Dr Jing Ouyang
Sector: HR Tech
Pre-money Valuation: £32m
Website: <https://www.patchwork.health/>



Investor Portal


You will be able to view your holdings in Patchwork and all other companies via the Praetura Investor Portal. Please [click here](#) to access your account.

As part of our investor communications, you will receive detailed updates of the company's financial performance, developments and challenges every six months, the next update will be in October 2022.

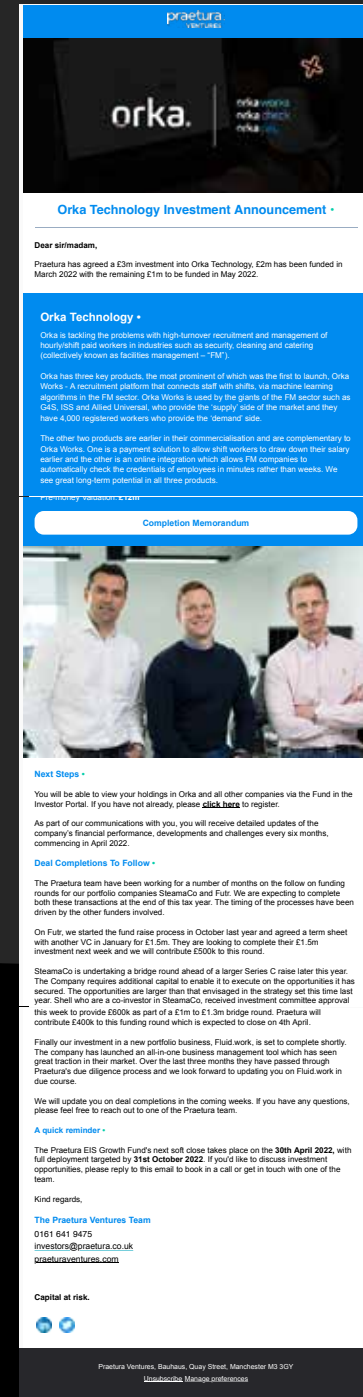
Kind regards,

Jonathan Prescott
07710 087636
jon.prescott@praetura.co.uk
praeturaventures.com

Capital at risk.



Praetura Ventures, Bauhaus, Quay Street, Manchester M3 3DQ
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praetura
EIS Growth Fund

orka

Orka Technology Investment Announcement

Dear sir/madam,

Praetura has agreed a £3m investment into Orka Technology. £2m has been funded in March 2022 with the remaining £1m to be funded in May 2022.


Orka Technology

Orka is tackling the problems with high-lumover recruitment and management of hourly-paid workers in industries such as security, cleaning and catering (collectively known as facilities management – 'FM').

Orka has three key products, the most prominent of which was the first to launch, Orka Works - A recruitment platform that connects staff with shifts, via machine learning algorithms in the FM sector. Orka Works is used by the giants of the FM sector such as G4S, ISS and Allied Universal, who provide the 'supply side' of the market and they have 4,000 registered workers who provide the 'demand' side.

The other two products are earlier in their commercialisation and are complementary to Orka Works. One is a payment solution to allow shift workers to draw down their salary earlier and the other is an online integration which allows FM companies to automatically check the credentials of employees in minutes rather than weeks. We see great long-term potential in all three products.

Completion Memorandum



Next Steps

You will be able to view your holdings in Orka and all other companies via the Fund in the Investor Portal. If you have not already, please [click here](#) to register.

As part of our communications with you, you will receive detailed updates of the company's financial performance, developments and challenges every six months, commencing in April 2022.

Deal Completions To Follow

The Praetura team have been working for a number of months on the follow on funding rounds for our portfolio companies SleamaCo and Futr. We are expecting to complete both these transactions at the end of this tax year. The timing of the processes has been driven by the other funders involved.

On Futr, we started the fund raise process in October last year and agreed a term sheet with another VC in January for £1.5m. They are looking to complete their £1.5m investment next week and we will contribute £500k to this round.

SleamaCo is undertaking a bridge round ahead of a larger Series C raise later this year. The Company requires additional capital to enable it to execute on the opportunities it has secured. The opportunities are larger than that envisaged in the strategy set this time last year. Shell who are a co-investor in SleamaCo, received investment committee approval this week to provide £600k as part of a £1m to £1.3m bridge round. Praetura will contribute £400k to this funding round which is expected to close on 4th April.

Finally our investment in a new portfolio business, Fluid work, is set to complete shortly. The company has launched an all-in-one business management tool which has seen great traction in their market. Over the last three months they have passed through Praetura's due diligence process and we look forward to updating you on Fluid work in due course.

We will update you on deal completions in the coming weeks. If you have any questions, please feel free to reach out to one of the Praetura team.


A quick reminder

The Praetura EIS Growth Fund's next soft close takes place on the 30th April 2022, with full deployment targeted by 31st October 2022. If you'd like to discuss investment opportunities, please reply to this email to book a slot or get in touch with one of the team.

Kind regards,

The Praetura Ventures Team
0161 641 9475
investors@praetura.co.uk
praeturaventures.com

Capital at risk.



Praetura Ventures, Bauhaus, Quay Street, Manchester M3 3DQ
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Keeping you informed



WIQ - AI Q Commerce
Shaping the future of hospitality

Co-Investment Opportunity
WIQ -

Dear sir/madam,

Ventura Partners have the option to invest alongside the Praetura EIS Growth Fund on the same terms, irrespective of whether or not they are a direct investor in the fund.

As a Venture Partner, we would like to offer you the opportunity to co-invest in WIQ.

Praetura Ventures has committed £1.5m to the company's £2.5m total round, with a £225,000 available for co-investment.

WIQ -

WIQ is a SaaS platform for the hospitality industry. It provides a range of services including:

- AI-powered recommendations
- Personalized offers
- Dynamic pricing
- Inventory management
- Customer segmentation

WIQ is a leading player in the market, with a strong track record of growth and profitability. The company is currently in a position to scale its operations across the UK and Europe.

The founder is offering a 10% discount on the offer price for co-investors who subscribe before 30th June 2022.

The total round is £2.5m. Praetura Ventures has committed £1.5m to the company's £2.5m total round, with a £225,000 available for co-investment.

View Investment Overview



Next Steps -

If co-investing in this opportunity appeals to you, please complete the short form after pressing 'Express Interest' or email jane.mccott@praetura.co.uk and we will be in touch.

The round is scheduled to complete in early August. Shareholders will receive an expression of interest by the 27th July.

Express Interest

Kind regards,

Jessie Ann Prescott
 01752 812038
j.prescott@praetura.co.uk
www.praetura.co.uk

Capital at risk.

Praetura Ventures, Bauhaus, Quay Street, Manchester M3 3GJ
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sell more, more profitably
we help busy merchandising teams make data-driven pricing decisions

Sparkbox Investment Announcement

Dear sir/madam,

Praetura are investing a total of £1.5m across two tranches into Sparkbox, an AI platform for fashion and home retailers. The first tranche has now completed and the second tranche will be finalised in the coming weeks. Due to the nature of this deal, your coinvestor account will be fully updated after the second tranche.

Sparkbox is an early stage business but has achieved an impressive track record to date and we believe this investment will propel its growth even further. This will be the first investment from the H2 2021 fund.

Sparkbox -

Sparkbox is a price and optimisation insights platform for fashion and home retailers. The company uses all available internal and external data to predict the correct price needed to sell all of a retailer's stock over a determined period. This avoids the need to heavily markdown prices at the end of a season, which can impact margins and cause retailers to sell items at a loss.

The founding team have extensive experience in merchandising and a solution to solve known industry issues that they have experienced in their previous careers. This gives the business an advantage over larger AI generalist businesses who Sparkbox have beaten in tender processes.

Sparkbox is, however, a relatively early-stage commercial proposition, with just two contracts to date (River Island and Matches Fashion). Nevertheless, the contracts are very significant in size, totalling £500k ARR, which is an impressive number for an early stage business. During our diligence, we were also able to validate several other large opportunities in the pipeline, including upsell opportunities within River Island and

Founder: Lindsay Fisher, Matthew Wong & Kevin Blackmore
 Location: Manchester
 Sector: AI SaaS
 Praetura Total Investment: £1.5m
 Pre-money Valuation: £6m
 Website: <https://www.sparkbox.ai/>

Completion Memorandum



Next Steps -

You will be able to view your holdings in Sparkbox and all other companies via the Praetura Investor Portal. Whilst your account will currently reflect the first tranche, the final holding will be shown in the coming weeks after the second tranche has completed. Please [click here](#) to access your account.

As part of our communications with you, you will receive detailed updates of the company's financial performance, developments and challenges every six months, commencing in April 2022.


Kind regards,

The Praetura Ventures Team
 0161 641 9475
investors@praetura.co.uk
praeturaventures.com

Capital at risk.

Capital at risk.

Praetura Ventures, Bauhaus, Quay Street, Manchester M3 3GJ
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Arctic Shores
Leading Home in Justice

Co-Investment Opportunity
Arctic Shores -

Dear sir/madam,

Ventura Partners have the option to invest alongside the Praetura EIS Growth Fund on the same terms, irrespective of whether or not they are a direct investor in the fund.

As a Venture Partner, we would like to offer you the opportunity to co-invest in Arctic Shores.

Praetura Ventures has committed £2.5m to the company's £7m total round, with £500k available for co-investment.

Arctic Shores -

Arctic Shores is a provider of behavioural based assessments which are used in the hiring process primarily to reduce unconscious bias when affording candidates in high-volume hiring. Arctic Shores has designed 8 game-based tasks with 2 rules on the product roadmap. Each task is designed to assess a candidate's skills. The company was founded by Robert Newby and Sufe Homaidan who have previously worked together in a business Robert founded and successfully exited in 2011. They founded Arctic Shores as a result of a collective frustration with the traditional hiring process believing it to be biased, time consuming and hiring for past experience rather than future potential. The founding team are highly synergistic with Robert having a strong commercial background and Sufe being much more technical and product focused.


The psychometric and behavioural based assessment market is estimated to be valued at c.£2.5bn, of which £1.25bn is exclusively new hires which is the area Arctic Shores focuses on. The market is also forecast to grow at 15% to 20% per annum driving the need for faster hiring process, a widening skills gap and increased priority of an individual to change careers.

As of June 22, Arctic Shores had £3.8m in ARR which represents an uplift of £1.0m from June 21. Given the strength of the pipeline (which includes customers like Aldi, Bupa & The AA), we believe Arctic Shores is on track to achieve its £4.2m year-end revenue target. This 38% growth rate is above the 30% targeted by top performing SaaS business at the same stage as the company.

The pre-money valuation for the business is £25m which represents a 6.6x multiple against their ARR. Given the strength of the team, product and macroeconomic growth in the sector, the investment team believe this represents good value.

Total Fundraise: £7m
 Praetura Commitment: £2.5m
 Pre-money Valuation: £25m
 Available Co-Investment Pool: additional £500k

View Investment Overview



Next Steps -

If co-investing in this opportunity appeals to you, please complete the short form after pressing 'Express Interest' or email jane.mccott@praetura.co.uk and we will be in touch.

The round is scheduled to complete later in September, therefore we require an expression of interest by the 2nd September.

Express Interest

Capital at risk.

Capital at risk.

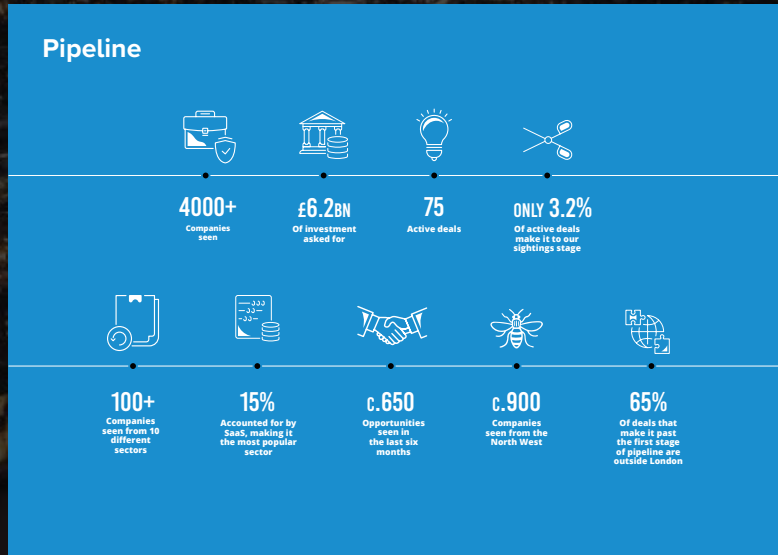
Praetura Ventures, Bauhaus, Quay Street, Manchester M3 3GJ
[Unsubscribe](#) [Manage preferences](#)

Bi-annual Investor Update

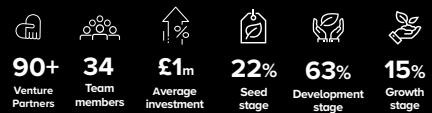
All Praetura investors receive custom portfolio updates every six months.

Our team collaborate with dedicated investment directors and collate data through our bespoke portfolio monitoring platform to produce industry-leading fund reports.

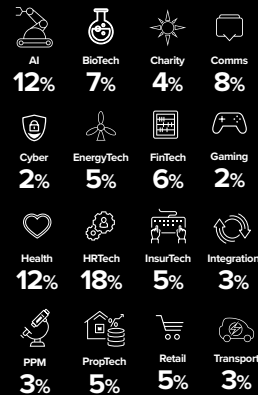
These reports provide you with real insight into how the businesses in your portfolio are performing. They will detail both positive and negative news to give you a balanced outlook.



Praetura Highlights



Investment Diversification by Sector



In April '22, we welcomed Fluidwork to our portfolio, with a £1.55m investment into the company (part of a total £2.05m fundraise) and its all-in-one business management tool.

Fluidwork's platform addresses the expensive disconnect that often exists within businesses who rely on multiple management tools. Currently, it is commonplace for various departments, people and business processes to rely on different software. For instance, for communication, reporting, meeting management and project tracking.

This can be costly for businesses, hence why Fluidwork is an attractive proposition. Fluidwork's platform combines visual dashboards and intuitive integration, with solutions tailored to meeting efficiency, decision tracking, resource management, automated and integrated task management and the automation of repetitive tasks.

In terms of sales performance, the business has so far secured £94k of recurring revenue, with an extensive customer pipeline and a further two enterprise customers entering pilot phases.

The current ACV is £72k; however, we expect this will reduce as Fluidwork builds on its sales strategy, which will target smaller businesses with an expanding sales team – something it hasn't done historically. This should have a positive effect on Fluidwork's sales cycles, which will be noticeably shorter, as evidenced by its recent client wins.

As we have just invested, we are still very much at the beginning of our relationship with Fluidwork. Nonetheless, we feel the business has a mature product in

an established and growing market. In addition, the business has demonstrated strong traction with difficult to win clients, with extremely positive testimonials and customer referencing noted during our due diligence phase.

The CEO (Jared) has proved he is more than capable, and we are confident in the growth he has delivered to date. We look forward to working with Fluidwork's management team and building on this performance over the next six months to October, when we'll have more to report.



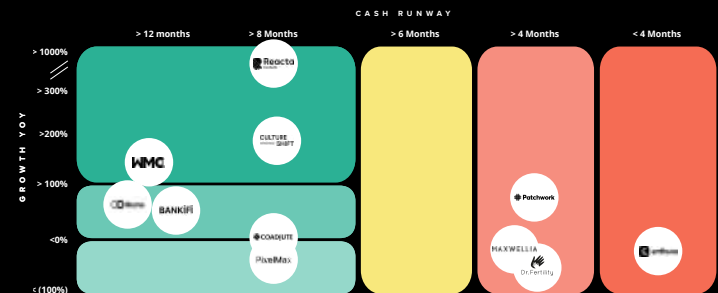
Revenue by quarter



FLUIDWORK - FIND OUT MORE



Portfolio Matrix



The matrix presents the growth in revenue during the 6 months ended March 2022 in comparison to the revenue generated in the same period last year as a measure of portfolio growth. In previous reports, we presented a comparison of revenue to budgeted expectations as a measure of performance.



The Venture View

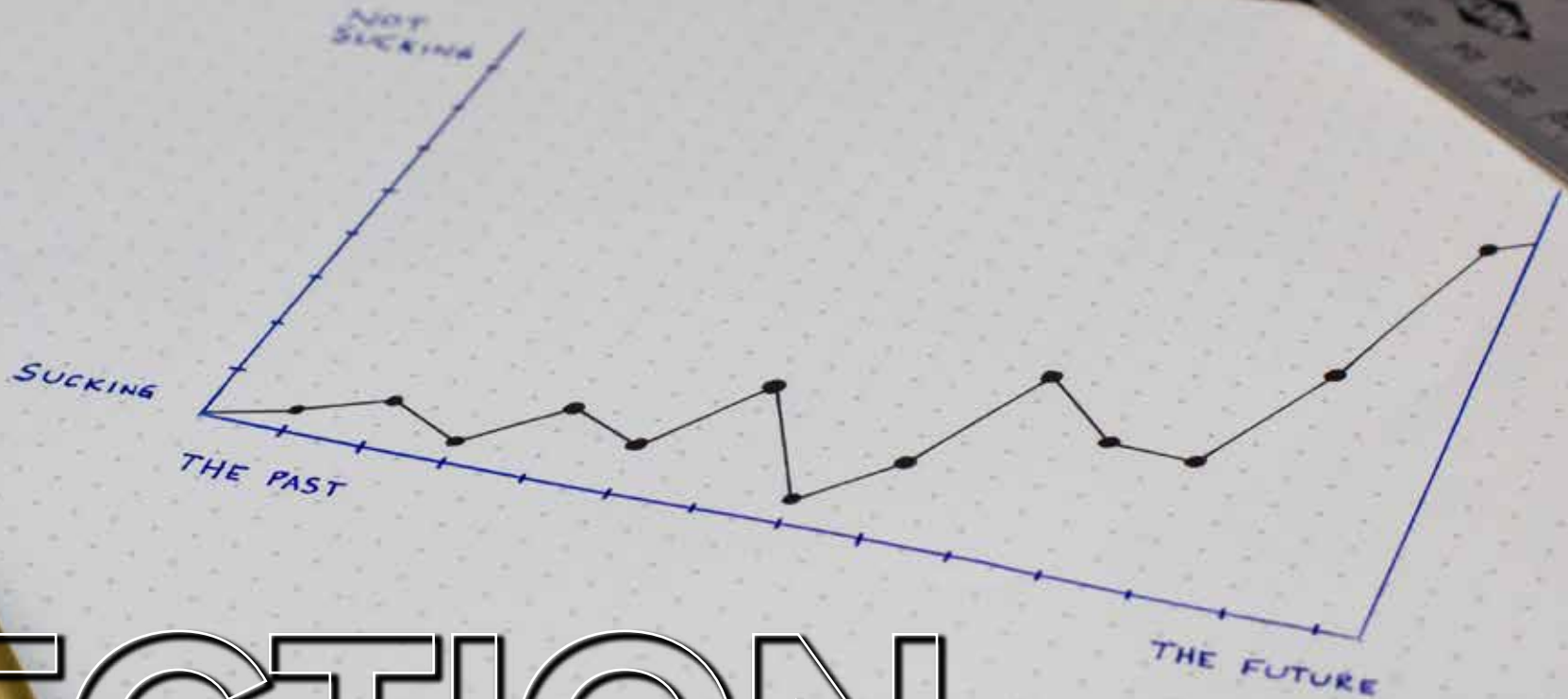
Stay up to speed with the latest portfolio stories and Praetura's insights from the venture capital market, delivered straight to your inbox.

All investors receive our monthly 'Venture View' mailer.

The screenshot shows the left column of the 'THE VENTURE VIEW' newsletter. At the top, there is a header with the title and a navigation bar. Below this, there are several article teasers, each with a small image and a title. The articles include: 'NHS 100: NHS 100', 'Practitioner Network Report: A 2024 Outlook', 'Entrepreneur of the Year 2024', 'The Diversity Dividend', and 'The Drum Awards Marketing'. Each article has a small play button icon, suggesting video content. At the bottom of the column, there is a table with three columns: 'This Month', 'Last Month', and 'All Time'. The table shows values for 'Total Revenue' and 'Total Profit'. Below the table, there are social media icons for LinkedIn and Facebook.

The screenshot shows the right column of the 'THE VENTURE VIEW' newsletter. It continues with article teasers, including 'NHS 100: NHS 100', 'Practitioner Network Report: A 2024 Outlook', 'Entrepreneur of the Year 2024', 'The Diversity Dividend', and 'The Drum Awards Marketing'. Each article has a small play button icon. At the bottom of the column, there is a table with three columns: 'This Month', 'Last Month', and 'All Time'. The table shows values for 'Total Revenue' and 'Total Profit'. Below the table, there are social media icons for LinkedIn and Facebook.

SECTION SIX



Fund Specifics

SPEAK TO ONE OF THE BUSINESS
DEVELOPMENT TEAM.



Jonathan Prescott Business Development Director

Jon has over 25 years experience within the financial services sector. Having spent 15 years at AJ Bell in a Business Development role Jon subsequently joined Octopus Investments as Regional Sales Director for the North of England, Scotland and Northern Ireland. Jon has a thorough understanding of the VCT, EIS and BPR arena.



Steve Green Business Development Manager

Steve has been in the financial services sector for close to three decades and draws on a wealth of experience as Praetura Ventures' business development manager. Steve previously held development manager and strategic account manager roles for Standard Life Aberdeen, where he supported adviser relationships in the North of England.



Mo Hussain Business Development Manager

Mo is a highly knowledgeable BDM with over two decades of experience in the financial sector. Throughout his career Mo has worked closely with IFAs while building successful relationships across multiple parts of financial services, including investment funds, pensions, life insurance and mortgages.



Mike Mannion Business Development Consultant

Mike is Praetura Ventures' business development consultant and boasts over 15 years of financial services experience. Mike is a specialist in pensions, ISAs, GIAs and other investment products and works closely with advisers to understand the challenges they face. He is also responsible for guiding investors through the Praetura journey.



MORE THAN MONEY

Application Process?

Application

- ✓ Read our Fund literature
- ✓ Complete an application

Account

- ✓ We will confirm acceptance of your application
- ✓ We will create your Investor account
- ✓ You will be given access to your personalised investor portal

Deposit

- ✓ Deposit subscription amounts via bank transfer or cheque
- ✓ Investor portal will be updated with subscription details

Investment

- ✓ We aim to invest 100% of funds within six months of each relevant close date, subject to the size of funds raised and availability of investment opportunities.
- ✓ Investments will be made across EIS qualifying investee companies

Tax Relief

- ✓ EIS3 certificates will be emailed after each and every deal and posted online on the investor portal.
- ✓ Certificates can be filed with tax returns

Monitor

- ✓ We will actively monitor and work with the investee companies
- ✓ You can review your investments and our portfolio monitoring reports online via the investor portal

Key Facts

We will make selective investments in early-stage companies with high growth potential. The Fund will have a geographical bias towards the North of England, targeting a minimum 2x return on capital from a diverse portfolio of innovative ventures.

Fund Manager	Praetura Ventures Limited
Fund Type	Alternative Investment Fund
Soft Close	30th April and 31st October thereafter
Minimum Subscription	£25,000
Capital Deployment Horizon	Targeting 100% deployment within 6 months of the relevant soft close
Investment Focus	Early-stage businesses with potential for high growth and scalability
Geographical Focus	Predominantly North of England
Exit Aspirations	4-7 years
Investment Quantum	£1m - £3m
Target Returns	2x return on capital
Solicitors	Gateleys
Tax Advisers	KPMG
EIS Advisers	Phillip Hare & Associates
Custodian	Mainspring Nominees Limited



What are the fees and charges?

Praetura Ventures Charges

Fee	Individual Investor	Advised Client	Venture Partner	Description
Initial Charge	2.5%	1.0%	1.0%	An initial fee, as a % of Subscription Amount, will be charged by Praetura on acceptance into the Fund. This fee is to cover all initial legal, professional and transaction costs.
Annual Management Charge	2.0%	1.5%	1.5%	An annual management charge (AMC), as a % of the Subscription Amount, will be charged and taken one year in advance for each year of the life of the Fund. This fee is to cover ongoing management of the portfolio and the costs of administering the Fund. In circumstances where there are insufficient monies available to meet the AMC, these will roll up and will be deducted at a later date when sufficient monies are available from the sale of shares in portfolio businesses.
Performance Fee	20% of profits above a hurdle of 120% of Subscription Amount (+ VAT, if applicable)			In order to align interests between the Fund Manager and the investor, Praetura will be entitled to a performance fee of 20% of the profits above the hurdle rate of 120% of the Subscription Amount.

Charges payable by the Investee Company. A one-time arrangement fee of up to 4% of funds invested will be payable to the Fund Manager by the Investee Companies upon investment. An annual monitoring fee of up to £36k p.a. will be payable by an investee company.

Adviser & Custodian Charges

Fees	Individual Investor	Advised Client	Venture Partner	Description
Adviser Initial Charge	n/a	Up to 3%	Up to 3%	For advised clients only, 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 Amount.
Adviser AMC	n/a	Up to 1% for 4 years		For advised clients only, 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 account and paid to the Adviser.
Annual Custodian Fees	£85 per annum, charged quarterly			An annual fee of £85 is charged quarterly in arrears which covers all custodian and administration duties. In addition there may be peripheral fees payable by the investor in accordance with the current 'Mainspring Nominees Limited' tariff. Interest on uninvested cash is paid (gross) by the custodian at 2% below Bank of Scotland base rate.
Custodian Dealing Charge	0.35% of monies paid by Investors on sale of shares			A 0.35% charge paid to the custodian by the investor upon each sale of shares in Investee Companies.

Illustrative Example

Example Fees

	Individual Investor	Advised Client	Venture Partner
Subscription Amount	£100,000	£100,000	£250,000
Initial Charge	(£2,500)	(£1,000)	(£2,500)
Annual Management Charge ("AMC")	(£2,000)	(£1,500)	(£3,750)
Annual Custodian Fee	(£85)	(£85)	(£85)
Maximum Available for Investment Into Companies	£95,425	£97,425	£243,675
Adviser Initial Charge (If Applicable)	-	(£1,500)	(£3,750)
Adviser AMC (If Applicable)	-	(£500)	(£1,250)
Maximum Available for Investment into Companies (Post Optional Charges)	£95,425	£95,425	£238,675
Minimum Investment into Companies	£90,000	£90,000	£225,000

Praetura Ventures commit to investing a minimum of 90% of an Investor's net subscription after the deduction of any Advisor initial charge (where applicable) into EIS Qualifying Companies, with a maximum investment into EIS Qualifying companies of c. 95%. The exact amount invested is subject to the amounts required by each investment. Total amounts will be confirmed once the Fund is fully invested (pursuant to each soft close date). Investors should note that the EIS relief available will be determined by the net amount invested into EIS Qualifying Companies and not by the Subscription Amount. Accordingly, investors will not receive 30% of the Subscription Amount in respect of EIS relief. To the extent that an Investor's funds remain uninvested (but above the 90% minimum), Praetura Ventures will use these funds to pay ongoing Fund charges, such as the Annual Management Charges and Annual Custodian Fees and any customer agreed ongoing Advisor remuneration.

All fees and charges levied by the Fund are subject to VAT.

EIS Scenarios

Performance	2x Value	1x Value	Loses all value
Total Investment	£100,000	£100,000	£100,000
Net Investment*	£95,000	£95,000	£95,000
Less: Income Tax Relief	(28,500)	(£28,500)	(£28,500)
Net Cost of Investment	71,500	£71,500	£71,500

Performance	2x Value	1x Value	Loses all value
Sale of Shares	£ 190,000	£95,000	£-
Less: Net Cost of Investment	(£71,500)	(£71,500)	(£71,500)
Total Gain / (Loss)	£118,500	£23,500	(£71,500)
Capital Gains Tax*	£-	£-	£-
Loss Relief**	£-	£-	£32,175
Net Gain / Loss	£118,500	£23,500	(£39,325)
Percentage Gain / (Loss)	166%	33%	(39.3)%

* This assumes that 95% of the initial investment is invested into the underlying investee businesses. It is assumed that charges amounting to 5% of the initial investment are deducted from the initial investment amount prior to investment into the underlying

** investee companies.

*** Loss relief is assumed to be available at 45%.

No capital gains is paid as long as the shares are held for a minimum of 3 years.

EIS Taxation Reliefs

It is recommended that prospective Investors seek independent advice to ensure that they fully understand how any tax advantages may apply to their situation and circumstances. Tax treatment depends on the individual circumstances of each investor and may be subject to legislative or other change in the future. Praetura Ventures does not give tax advice and prospective Investors should consult a tax or other suitably qualified adviser to discuss their personal circumstances.

EIS Tax Reliefs

To obtain the tax reliefs described below, it is necessary to subscribe for shares in EIS 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 EIS-Qualifying Companies and an Investor. The tax reliefs will only be relevant to Investors who pay UK income tax and/or wish to defer a capital gain.

Income Tax Relief

Individuals can obtain up to 30% income tax relief on the amount subscribed for shares in EIS Qualifying Companies (up to an annual maximum limit of £1.0m for the tax year or £2.0m provided that the additional £1.0m is invested into Knowledge Intensive Companies), although relief will be denied for investment into an EIS Qualifying Company with which the investor is connected. Spouses and civil partners can each separately subscribe up to £1.0m, or £2.0m provided that the additional £1.0m is invested into Knowledge Intensive Companies. The relief is given against the individual's income tax liability for the tax year in which investment into the underlying companies is made, unless the individual makes a carry back relief claim. Relief is limited to an amount which reduces the individual's income tax liability to nil.

Capital Gains Tax Deferral

Capital gains tax may be deferred on unlimited gains invested in qualifying companies, in respect of gains that arise within three years before and 12 months after the date of issue of the shares. To the extent to which a UK resident Investor (including individuals and certain trustees) subscribes for shares, they can claim to defer paying tax on all or part of a chargeable gain. The gain may have arisen on the disposal of any asset, or a previously deferred gain may have been brought back into charge.





Capital Gains Tax Exemption

Any capital gains realised on a disposal of shares in an EIS-Qualifying Company after the Three Year EIS Period, and on which EIS relief has been given and not withdrawn, will be capital gains tax free. Any capital gains realised on a disposal within the Three Year EIS Period will be subject to CGT at the rate applicable at disposal.

Loss Relief against income or gains

Loss relief, which is additive to income tax relief, provides tax reliefs on a failed EIS company of up to 61.5%, including the initial 30% income tax relief (subject to the relevant caps). A loss on any qualifying investment in the portfolio, irrespective of the overall performance of the portfolio, can be offset by individuals against income of the tax year of the loss, or of the previous tax year, or against capital gains (including against the tax liability that arises on the revival of any deferred gain) of the tax year of the loss and future years. This relief is available at any time in respect of any loss realised upon a disposal of shares in an EIS-Qualifying Company on which EIS income tax relief or CGT Deferral has been given and not withdrawn. If the circumstances are such that EIS tax reliefs have been withdrawn, it may still be possible for an investor to claim loss relief, on the amount equal to the economic loss sustained.

The Finance Act 2013 introduced a cap on reliefs which may be claimed for income tax purposes. The cap restricts reliefs in any tax year to either £50,000 or 25% of income, whichever is greater. EIS income tax reliefs are not subject to the cap, nor are losses on the disposal of shares on which EIS income tax relief has been claimed and retained. However, losses arising on the disposal of shares where EIS CGT deferral relief only has been claimed come within the cap on reliefs. The cap applies to losses that arise after 5 April 2013. Losses offset against capital gains are not restricted.

A low-angle, upward-looking photograph of several modern skyscrapers with glass facades, creating a sense of height and urban density. The buildings are arranged in a way that they appear to converge towards the top of the frame.

Legals and Disclaimers

SECTION SEVEN

Important Notice

All abbreviations, acronyms or designations used in this disclaimer are as defined in the body of the document. Reference to the Fund means the Praetura EIS Growth Fund.

This document is important and requires your immediate attention. If you are in any doubt as to what action you should take it is recommended that you seek personal financial advice from your stockbroker, solicitor, accountant or other financial adviser authorised by the Financial Conduct Authority (FCA) under the Financial Services and Markets Act 2000 (FSMA) specialising in advising on investments of this type, on whose advice you should rely.

This information memorandum constitutes a financial promotion pursuant to Section 21 of the Financial Services & Markets Act (FSMA) and is issued by Praetura Ventures an Alternative Investment Fund Manager authorised and regulated by the Financial Conduct Authority. The promotion of interests in the UK is restricted under the FSMA and consequently this Memorandum is only directed at individuals to whom interests in the Fund may lawfully be marketed pursuant to FSMA.

This Memorandum is confidential and is approved only for distribution and direction to individuals who are classified as being at least:

- A professional investor within the meaning of COBS 3.5;
- an eligible counterparty within the meaning of COBS 3.6.1R;
- an existing client of an authorised firm that will confirm whether this investment is suitable for them within the meaning of COBS 4.7.8 (2) R;
- an individual certified as a high net worth investor within the meaning of COBS 4.7.9 (1) R;
- an individual certified as a sophisticated investor within the meaning of COBS 4.7.9 (2) R;

- an individual who is self-certified as a sophisticated investor within the meaning of COBS 4.7.9 (3) R;
- an individual who is certified as a restricted investor within the meaning of COBS 4.7.10 R

By accepting this Information Memorandum, you represent and warrant to the Fund Manager that you are a person who falls within the above description of individuals in respect of whom Praetura Ventures has approved it as a financial promotion. This Information Memorandum is not to be disclosed to any other person, except where appropriate to your financial adviser or as required by law or used for any other purpose. Any other person who receives this Information Memorandum should not rely on its contents.

Prospective Investors should not regard the contents of this Information Memorandum or any associated documents as constituting advice relating to legal, taxation or investment matters and are advised to consult their own professional advisers before contemplating any investment to which this Information Memorandum relates. No such advice has been given by Praetura Ventures Limited and if you are in any doubt about the suitability of such an investment, you should contact your financial adviser before doing so.

Your attention is drawn to the section entitled 'Risk Factors'. Neither this Information Memorandum nor any associated documents constitute, and may not be used for the purposes of, an offer or invitation to subscribe for any investment to which they relate, by any person in any jurisdiction outside the United Kingdom.

This Information Memorandum and any associated documents and the information contained within them are not for publication or distribution to persons outside the United Kingdom. They do not constitute and should not be considered as an offer to buy or sell, or as a solicitation of an offer to buy or sell, any security or share.

No representation is made, or warranty given as to the accuracy, completeness, achievability or reasonableness of any projections, views, statements or forecasts, which are illustrative and rely on assumptions which the Directors consider to be reasonable. Prospective Investors must determine for themselves what reliance (if any) they should place on such statements, views, projections or forecasts.

Investment in the Fund may not be suitable for all recipients of this document. A prospective Investor should consider carefully whether an investment in the Fund is suitable for them, considering their personal circumstances and the financial resources available to them. All statements, other than statements of historical facts, included in this document may be forward looking statements. Forward-looking statements may include, without limitation, statements relating to future capital expenditures, expenses, revenues, earnings, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects, etc.

These forward-looking statements do not guarantee positive future performance. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Investors should not place undue reliance on such forward-looking statements and, save as is required by law or regulation.

Praetura Ventures does not undertake any obligation to update publicly or revise any forward-looking statements (whether to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based). All subsequent oral or written forward-looking statements attributed to the Company or any persons acting on its behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements contained in this document are based on information available to the Directors at the date of this document, unless some other time is specified in relation to them, and the posting or receipt of this document shall not give rise to any implication that there has been no change in the facts set forth herein since such date.

Reliance on this Document for the purpose of engaging in any investment activity may expose a prospective Investor to a significant risk of losing all their capital or other assets invested. Any investment by a prospective Investor in the Fund may be difficult to value and is likely to involve an above average level of risk. Prospective Investors should consider all risks associated with the type of investment described in this Information Memorandum, including the risk factors as set out in the Information Memorandum.

The manager of the Fund will be a person authorised to carry on investment business by the Financial Services Authority or under the FSMA.

Prospective Investors must rely on their own investigation of the Fund and examination of the risks involved, including the legal, taxation, financial and other consequences of investing in the Fund. This Information Memorandum is dated 28th May 2021.

There are risks involved with this type of investment. Your attention is drawn to the appendices where these are documented in detail.

Risk Factors

Important: The attention of prospective Investors is drawn to each of the following risk factors. Investors should be aware of the high risk and illiquid nature of EIS investments that will be contained in the Fund portfolio.

The below risk factors are not intended to be exhaustive but are included to help you understand the risks of investing. Investors should consider carefully whether an investment in the Fund is suitable for them in light of the information in this document and their personal circumstances. If in any doubt whatsoever, an Investor should not subscribe. In any case, it is strongly recommended that Investors seek the advice of an FCA authorised and regulated adviser and /or tax adviser or other appropriately qualified professional adviser. You should only invest money that you can afford to leave for the medium to long term and/or are prepared to lose.

This document should not be considered as constituting legal, taxation or investment advice. Each party to whom this document is made available must make its own independent assessment of the Fund after making such investigations and taking such advice as may be deemed necessary. In particular, any estimates, projections or opinions contained in this document involve significant elements of subjective judgement, analysis and assumptions, and each recipient should satisfy themselves in relation to such matters.

Investment Risk

The Investee Companies will be small, unquoted companies and such investments carry a high degree of risk with regards to both investment returns and liquidity. There is no market, nor is there intended to be a market for the shares; as such, an investment in the Fund may be illiquid.

You should not expect to receive dividend income from these companies. It is not intended that any income or capital will be returned to Investors during the Three Year EIS Periods. After the initial holding period, it may still be difficult to realise the Shares or to obtain reliable information about their value as the market for shares in smaller companies is less liquid than that for shares in larger companies, bringing with it potential difficulties in acquiring, valuing and disposing of such shares.

The value of investments held by the Fund may go down as well as up and Investors may not receive back all or any of the amount invested. Investment returns may vary substantially over time, and there can be no assurance that Investors will achieve any specific rate of return.

Diversification and Dilution

When investing in a small fund this brings the potential risk that the Fund may either become overexposed to one Investment as it provides follow-on investment, or that it is heavily diluted by not participating in follow-on financing, or indeed that the Investee Company is unsupported and so is unable to continue trading, losing the Fund its entire cost of investment.

Investment Portfolio

The performance of the Fund is dependent on the ability of the Fund Manager to identify appropriate Investee Companies and on the ability of the Investee Companies to perform in line with their respective business plans and other market factors outside of our control or the Investee Companies' control.

The performance of the Investee Companies may be adversely affected by global or local economic, political, regulatory or other factors beyond the control of those entities. In addition to other analytical tools, the investment portfolio team may use financial models to evaluate investment opportunities. The accuracy and effectiveness of such models cannot be guaranteed. In all cases, projections are only estimates of future results which are based upon assumptions made at the time that the projections are developed.

Projections are inherently uncertain and subject to factors beyond the control of the Manager and the Investee Company in question. The inaccuracy of certain assumptions, the failure to satisfy certain financial requirements and the occurrence of unforeseen events could impair the ability of Praetura Ventures to realise projected values and/or cashflow in respect of an investment. Therefore, there can be no assurance that the projected results will be obtained and actual results may vary significantly from the projections. General economic and industry-specific conditions, which are not predictable, can also have an adverse impact on the reliability of projections.

Praetura Ventures may, in relation to certain transactions, give warranties, guarantees and/or indemnities to third parties. Consequently, it may need to apply assets of the relevant fund or drawdown additional monies from investors in the relevant fund to satisfy such contingent liabilities.

Fund Manager

The departure of any of the Fund Managers, directors, employees or associates could have a material adverse effect on the performance of the Fund. Whilst the Manager has entered into appropriate agreements, the retention of their services cannot be guaranteed. The Fund Managers success is also highly dependent on its continuing ability to identify, hire, train motivate and retain highly qualified personnel. Competition for such personnel can be intense, and we cannot give any assurance that it will be able to attract or retain highly-qualified personnel in the future.

The success of the Fund depends on the ability of the Manager to locate, select, develop and ultimately realise appropriate investments. There is no guarantee that suitable investments will be or can be acquired or that investments will be successful.

The Fund Management team may be unable to find a sufficient number of attractive investment opportunities to meet the Fund's investment objectives.

EIS qualifying

The availability of various EIS tax reliefs are dependent on Investors' own circumstances and anyone that is unsure as to whether they will be able to take advantage of any such reliefs should seek tax or financial advice before investing. In addition, there are circumstances in which an Investor could cease to qualify for the taxation advantages offered by the EIS following investment. For example, Capital Gains Deferral Relief for EIS could be lost if an Investor ceases to be resident or ordinarily resident in the United Kingdom during the Three Year EIS Period.

In addition, an Investor could cease to qualify for EIS Relief in respect of an Investee Company if they receive value from that Investee Company during the period beginning one year before the Shares in the Investee Companies are issued and ending on the conclusion of the Three Year EIS Period. Payment of a dividend, at a commercial rate, however, would not typically be regarded as a receipt of value.

EIS Relief could also be denied or lost in respect of an Investee Company if the investor or an associate (such as a close relative) is or becomes employed by that Investee Company, or was so employed in the two years preceding the investment.

EIS qualifying status of investee companies

If an investee company ceases to carry on business of the type prescribed for EIS Qualifying Companies during the Three Year EIS Period, this could prejudice its qualifying status under the EIS. There are other events and matters whereby an investee company may lose its qualifying status. The situation will be closely monitored with a view to preserving the Investee Company's qualifying status, but this cannot be guaranteed. A failure to meet the qualifying requirements for EIS could result in:

- Investors being required to repay the 30% (EIS) income tax relief received on subscription for Shares and interest on the same
- A liability to CGT if the Shares are sold and a gain is realised
- Any gain deferred by Capital Gains Deferral coming back into the charge to tax

Advanced assurances will be sought from HMRC and therefore Investee Companies activities should, at least initially, qualify under the EIS regulations. However there is no guarantee that the formal EIS claims will be agreed by HMRC, or that such agreement will not be subsequently withdrawn. In those circumstances, subscription monies will not be returned to Investors. If an Investee Company fails to obtain EIS Qualifying Company status, or if it is subsequently withdrawn, EIS Relief and Capital Gains Deferral Relief would not be available to Investors or could be withdrawn. Under the EIS legislation, Qualifying Companies are required to have employed 100% of their net funds (after the deduction of issue costs) within 24 months after the date of issue of Shares, except where the qualifying activity consists of preparing to carry on a trade, in which case the time limit is 24 months after the date

of commencing the trade. If an Investee Company fails to employ this level of funds within the required deadlines, the Investee Company would be in breach of the EIS regulations and tax relief may be withdrawn.

A sale of Shares in an investee company within the Three Year EIS period will result in some or all of the income tax and capital gains tax relief available upon subscription for those Shares becoming repayable to HMRC and in any capital gains on such Shares and any deferred gain being subject to CGT. It is possible for Investors to lose their EIS tax reliefs and/or Capital Gains Deferral relief and/or Business (Property) Relief by taking (or not taking) certain steps.

Investors are advised to take appropriate independent professional advice on the tax aspects of their investment.

EIS Tax Regime Change

Investors should be aware that the tax reliefs regime may also be changed in the future.

Past Performance

The past performance of Praetura Ventures, or related group companies or affiliates, is not necessarily a guide to its future performance and may not necessarily be repeated. The value of investments and income from them may go down as well as up and Investors may not get back the amount they originally invested in the Fund.

Forward-looking statements

Investors should not place reliance on forward-looking statements. This document includes statements that are (or may be deemed to be) ‘forward-looking statements’, which can be identified by the use of forward-looking terminology including, but not restricted to the terms ‘believes’, ‘continues’, ‘expects’, ‘intends’, ‘may’, ‘will’, ‘would’, ‘should’ or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. Forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements contained in this document, based on past trends or activities, should not be taken as a representation that such trends or activities will continue in the future.

Potential Conflicts of Interest

Situations may arise where the interests of the Fund may conflict with the interests of other investors including other funds managed by Praetura Ventures. The fund may invest in companies in which other funds managed by Praetura Ventures may invest or may already hold investments. Decisions made by the Fund Manager may be more beneficial to one fund managed or advised by the Manager than to any other. The Fund may co-invest with third parties or enter into joint ventures or other structures.

Such co-investing may give rise to the possibility that a co-investor or partner may at any time have economic or business interests or goals which are inconsistent with those of the Fund, or that such person may take action contrary to the Fund’s investment objectives.

The entitlement of the Fund Manager to the performance fee referred to in Section 11.6 of the Investor’s Agreement, may create an incentive for the Manager to make more speculative investments on behalf of the Fund than it would otherwise make in the absence of such a performance-based compensation arrangement. The Manager may enter into fee sharing arrangements with third party marketers, including placement agents, or other advisers who refer Investors to the Fund, and such marketers may have a conflict of interest in advising prospective investors whether to invest in the Fund.

Conflicts of interest may arise in connection with decisions made by the Fund Manager that may be more beneficial for certain Investors than for others. In making such decisions, the Fund Manager intends to consider the investment objectives of the Fund as a whole, not the investment objectives of any individual Investor.

The Fund Manager may provide certain Investors with the opportunity to co-invest in Investments. Potential conflicts may be inherent in, or arise from, the Fund Manager’s discretion in providing such opportunities to certain Investors. In addition, once such co-investments are made, the Fund’s interests and those of co-investing Investors may subsequently diverge.

General risks

Prospective investors should not regard the contents of this Information Memorandum as constituting advice relating to legal, taxation or investment matters and should consult their own professional advisers before contemplating any investment or transaction.

The contents of this Information Memorandum makes reference to the current laws concerning EIS Relief, Business (Property) Relief, Capital Gains Deferral and Capital Gains Exemption. 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.

All statements of opinion and/or belief contained in this document and all views expressed and all projections, forecasts or statements relating to expectations regarding future events or the possible future performance of the Fund represent Praetura Ventures' own assessment and interpretation of information available to it as at the date of this document. No representation is made or assurance given that such statements, views, projections or forecasts are correct or that the objectives of the Fund will be achieved. Prospective investors must determine for themselves what reliance (if any) they should place on such statements, views, projections or forecasts and no responsibility is accepted by Praetura Ventures in respect thereof.

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.



Praetura EIS Growth Fund Investor Agreement

Definitions

AIF: Alternative Investment Fund, that is a collective investment undertaking, including investment compartments thereof, which (a) raises capital from a number of investors, with a view to investing it in accordance with a defined investment policy for the benefit of those investors; and (b) does not require authorisation pursuant to article 5 of the UCITS directive

AIFM: Alternative Investment Fund Manager, that is a legal person whose regular business is performing AIFM investment management functions for one or more AIFs

AIFMD: Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending directives 2003/41/EC and 2009/65/EC and regulations (EC) no 1060/2009 and (EU) NO 1095/201

AIM: The Alternative Investment Market of the London Stock Exchange

Annual Management Charge: An annual management charge of 2% of funds invested will be charged and taken one year in advance.

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 the prospective investor in the form provided by the Fund Manager

Associate: Any person which controls (directly or indirectly) or is controlled by the Fund Manager. For the purpose of this definition, 'control' shall refer to the ability to exercise significant influence over the operating or financial policies of any person or entity

BPR Business Property Relief: relief from IHT pursuant to sections 1.3-14 IHTA 1984 for IHT purposes

BVCA: British Venture Capital Association

CGT: Capital Gains Tax

CGT Deferral: EIS reinvestment (deferral) relief for chargeable capital gains under section 150C and Schedule 5B TCGA. Collective Investment Scheme: As defined in the Financial Services and Markets Act 2000

COBS: FCA Conduct of Business Sourcebook

Custodian: Mainspring Nominees Limited (registered in England and Wales with registration number 08255713 and with its registered address at 44 Southampton Buildings, London WC2A1AP), authorised and regulated by the Financial Conduct Authority (FRN: 591814);

Custodian Agreement: The agreement between the Custodian and the Fund Manager from time to time on behalf of the Investor relating to custody and other services to be provided, which can be accessed at: <https://systems.mainspringfs.com/documents/praetura/custody-agreement/fcb>.

Custodian Charges: The Custodian charges the Fund Manager a custody fee of £85 plus VAT per annum per Investor. This custody fee is passed on directly to Investors on a per annum basis payable in arrears. In addition, the Custodian charges the Fund Manager a dealing charge of 0.35% on all transactions, including the purchase and sale of shares in Investee Companies. The Fund Manager will, as part of Initial Charge, cover the dealing charge associated with the purchase of shares. The dealing charge payable of the sale of shares will be passed through to the Investor by the Fund Manager. In addition, there may be peripheral fees payable by the investor in accordance with the current 'Mainspring Nominees Limited' tariff.

Data Protection Officer: The Fund Manager contact details are: Compliance Officer, Praetura Ventures Limited, Bauhaus, Quay St, Manchester, M3 3GY. The custodian contact details are: Compliance Department, Mainspring Fund Services, 44 Southampton Buildings, London WC2A1AP

EIS: The Enterprise Investment Scheme as set out in Part 5 of ITA and sections 150A-D TCGA and schedule 5B TCGA

EISA: Enterprise Investment Scheme Association

EIS-qualifying Company: A company that meets the EIS requirements regarding EIS Relief and Capital Gains Deferral

EIS Relief: Relief from income tax under EIS

FCA: Financial Conduct Authority

FCA Rules: The rules contained in the FCA's Handbook of Rules and Guidance from time to time in force Fees: The Initial Charge, Annual Management Charge and the Custodian Charges. Which in addition may include peripheral fees in accordance with the current 'Mainspring Nominees Limited' tariff

FSMA: Financial Services and Markets Act 2000

Fund: Praetura EIS Growth Fund

Fund Manager: Praetura Ventures Limited (FRN 817345)

Gross Value Added (GVA): The measure of the value of goods and services produced in an area, industry or sector of an economy

HMRC: HM Revenue & Customs

Information Memorandum ("IM"): This Information Memorandum issued in relation to the Fund

Intermediary: A person/company who arranges the investment for the Investor

Initial Charge: An initial fee of up to 2.5% will be charged to Investors in the Fund. This will be payable to the Fund Manager prior to investment in the Investee Companies and therefore will reduce the EIS relief available to Investors. This fee is to cover all initial legal, professional and transaction costs.

Investee Company/Investee Companies: Companies in which the Fund invests

“Investor”, “you”, “your”: A person whose application is accepted and who becomes an investor in the Fund
Investment: An investment made through the Fund

Investment Objective: To offer investors the opportunity to invest in EIS-qualifying Companies seeking expansion, development and early stage capital which will not typically be traded on the Official List of the London Stock Exchange.

Investment Restrictions:

1. In carrying out its duties hereunder in respect of the Fund, regard shall be had, and, all reasonable steps taken, by the Fund Manager to comply with such policies or restrictions as are required in order to attract EIS Relief as may be prescribed by HMRC from time to time.
2. In particular, but without prejudice to the generality of the above statements, the restrictions for the Fund are as follows:
 - (a) Investments will only be made after the Closing Date
 - (b) Investments shall be in securities of companies the Fund Manager reasonably believes are Qualifying Companies under the existing EIS guidelines
 - (c) No more than 30 per cent of the Subscription of the Investor will be invested in any one Investee Company
3. Investors should be aware that the Fund’s Investments will include non-Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to deal in the Investments or to obtain reliable information about their value.
4. In the event of a gradual realisation of Investments prior to termination of the Fund under Clause 17.1, the cash proceeds of realised EIS investments may be placed on deposit or invested in fixed interest government securities or other investments of a similar risk profile. Proceeds will be paid out on termination of the Fund or in instalments in advance of termination, as determined by the Fund Manager. Investors’ Agreement or this Agreement: An Investor’s Agreement in substantially the form of this Agreement to be entered into by each Investor

IPO: Initial public offering

IHT: Inheritance tax

IRR: The internal rate of return on investments calculated in accordance with BVCA Guidelines

ITA: The Income Tax Act 2007

London Stock Exchange: The London Stock Exchange plc

Loss Relief: Relief from income tax or CGT on losses arising from disposals, or deemed disposals, of shares

Maximum Fund Size: The maximum amount of Subscriptions by Investors determined by the Fund Manager

Minimum Fund Size: The minimum amount of Subscriptions by Investors determined by the Fund Manager

Nominee Company: MNL Nominees Limited and is registered in England and Wales with registration number 09512864 and registered address at 44 Southampton Buildings, London WC2A1AP. The Nominee is a separate legal entity and is wholly owned by Mainspring Nominees Limited

Nominee Services: The services of custodian of shares, provided to investors by the Nominee Company: MNL Nominees Limited

Opening Date: 16th March 2020

Performance Fee: A 20% fee charged by the Manager and payable by the investor once the cumulative fund performance has achieved a hurdle rate of 20% growth on the initial gross subscription to the Fund. May be subject to VAT.

Portfolio: The monies an Investor subscribes to the EIS Fund plus all investments made through the relevant fund which are allocated to an Investor and registered in the name of the Nominee on their behalf, and which are subscribed out of such monies plus all income and capital profits arising thereon

Private Equity (PE): Private equity is composed of funds and investors that directly invest in private companies, or that engage in buyouts of public companies, resulting in the delisting of public equity

Praetura Ventures: Praetura Ventures Limited is a company incorporated in England and Wales with the company number 11439791. Praetura Ventures Limited is authorised and regulated by the Financial Conduct Authority (FRN 817345)

Qualifying Companies: Companies that qualify under EIS

Relevant Shares: Shares in which the Fund has invested if and for so long as neither a claim for EIS tax relief made in accordance with Chapter 5, part 5 of the ITA has been disallowed nor an assessment has been made pursuant to Section 235 of ITA withdrawing or refusing relief by reason of the company in which the shares are held ceasing to be an EIS-qualifying Company

Retail Client: A client who is neither a professional client nor an eligible counterparty

Services: The services provided under the Investor’s Agreement

Shares: Equity shares in an Investee Company subscribed for by the Fund on behalf of Investors

SME: Small and Medium enterprise

Subscription: The amount of cash invested or committed to the Fund by an Investor at any one time, pursuant to the Application Form (excluding any Intermediary or independent adviser fees payable)

Tax Advantages: The various tax advantages, including EIS relief, arising from subscriptions for Shares in EIS-qualifying Companies

Terms & Conditions: The terms and conditions of an investment set out in the applicable Investment Agreement

1. Definitions and interpretation

- 1.1. This Agreement sets out the terms upon which the Fund Manager agrees to manage the Fund.
- 1.2. Definitions and interpretations in this Information Memorandum shall apply for the purposes of this Agreement.

- 1.3. In addition, any expressions defined in FSMA or the FCA Rules (in that order of priority) and not already otherwise defined in this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.
- 1.4. The Application Form forms an integral part of this Agreement.
- 1.5. On acceptance of an Application Form, this Agreement, the Application Form and those parts of the Information Memorandum referred to herein will constitute the whole of the binding agreement between each Investor and the Fund Manager in respect of the Fund.

2. Nature of this Agreement

- 2.1. This Agreement is made between the Fund Manager and the investors in the Fund from time to time signing and submitting to the Fund Manager an Application Form, which has been accepted by the Fund Manager ("the Investors").
- 2.2. On submitting an Application Form (or authorising an Intermediary to do so for them) and the Fund Manager accepting the same, Investors agree that this constitutes confirmation the Investors appoint the Fund Manager to manage the Fund on the terms set out in this Agreement.
- 2.3. This Agreement comes into force as regards any Investor on the date on which that Investor is notified in writing by the Fund Manager their Application Form has been accepted.
- 2.4. The Fund Manager may accept or reject Application Forms at its entire discretion and if an application is not accepted, the Fund Manager will promptly notify the Investor and return any subscription monies advanced in respect of that application.
- 2.5. The Investor hereby appoints the Fund Manager, on the terms set out in this Agreement, to manage his Portfolio(s) as one of a series of similar Portfolios which together constitute the Fund. The Fund Manager accepts the appointment on the terms set out in this Agreement.
- 2.6. The Fund Manager is and shall at all relevant times be regulated by the Financial Conduct Authority and authorised to be an Alternative Investment Fund Manager.

- 2.7. The objective of the Fund is to invest in shares in companies that qualify for EIS Relief. Specific details and investment strategy are set out in the Information Memorandum.
- 2.8. In managing the Fund, the Fund Manager will have regard to the investment strategy and use reasonable endeavours to ensure it invests only in EIS-qualifying Shares on behalf of Investors, but cannot guarantee such securities are, or will remain qualifying for EIS Relief.
- 2.9. An Investor's entitlement to EIS Relief will depend on their individual circumstances and may be subject to change in future.

3. Appointment of Custodian and Nominee Custodian's role

- 3.1. The Custodian will be instructed by the Manager to hold the Investor's money, using a segregated, omnibus client bank account pending investment, payment of charges or being returned to the Investor, together with cash balances belonging to other customers. That account will be established and acknowledged by the banking institution as a client bank account
- 3.2. The client bank account will have client trust status therefore the assets being held by the Custodian on behalf of a Fund will be segregated from the Custodian's own assets. Therefore, there is no risk to those assets in the event of insolvency of the Custodian;
- 3.3. The details of the bank with whom the client bank account has been set up will be provided by Mainspring to the Manager on a case by case basis. Neither the Custodian nor the Fund Manager shall have any liability if any such banking institution should be or become insolvent or otherwise unable to repay monies belonging to the Investor which have been so deposited.
- 3.4. The Custodian has elected to hold cash as client money (as defined in the FCA Handbook) in accordance with the FCA rules on client money (CASS), and accordingly Investors are afforded the highest level of protection over their cash.
- 3.5. Any paper form certificates or documents of title with respect to the investments will be physically held by the Custodian. Any digital certificates, in dematerialised form, will be sent to the Nominee, and will be securely stored electronically.

Nominee's role

- 3.6. The role of the Nominee is to solely to act as the nominee holder, and in doing so, to safeguard the assets of the Investor; and
- 3.7. The Investor will be the beneficial holder of the investments, but the investments will be held and registered in the name of the Nominee and this will be recorded in any documents evidencing title to the investments. The title to investments shall indicate that the investments do not belong to Mainspring or the Nominee.

General

- 3.8. Mainspring will treat the Manager (who is a professional client) as its regulatory client for the purposes of the FCA Rules and not the Fund nor the end Investors – the custodial services are provided to the Manager and Mainspring will only ever act upon the instructions received by the Manager;
- 3.9. Under the Custodian Agreement, the Investor will remain the customer of the Manager;
- 3.10. The Custodian is not a party to the Investor Agreement therefore any references to the Custodian should be factual; and
- 3.11. All information or communications referred to in the Investor Agreement should flow between the Investor and the Manager, not between the Investor and the Custodian. The Investor should not be directed to provide information or communications directly to the Custodian other than for administrative purposes e.g. the supply and posting of application forms.
- 3.12. The Fund Manager has appointed Mainspring Nominees Limited to act as the Custodian to the Investors, and consequently MNL Nominees Limited will act as the Nominee, in particular, to provide all safe custody and nominee services in connection with the Fund on the terms of the Custodian Agreement. The Custodian has agreed to accept such appointment and the Investors wish to ratify that appointment.
- 3.13. The Custodian will pay interest on Cash held in the Cash Account at a rate of two percent (2%) below the Royal Bank of Scotland interest rate or nil if negative. In the event the bank of the Cash Account is charging negative interest on cash held in the Cash Account, such charge will be a cost of the Cash Account.
- 3.14. The Fund Manager will also appoint the Custodian to provide safe custody and administration services in respect of Investors' shares in accordance with the Custodian Agreement.

- 3.15. Assets held on behalf of the Fund, including certificates, will be registered in the name of Mainspring Nominees Limited. Any certificates or documents of title with respect to the investments will be physically held by the Custodian.
- 3.16. The Fund Manager and the Custodian will, in accordance with legislation and Regulations in force from time to time, keep records to show that each investor is the beneficial owner of the relevant assets.
- 3.17. Investors acknowledge and agree that:
- The Fund Manager enters into the Custodian Agreement as agent on their behalf, to give instructions to the Custodian and to agree any subsequent amendments to the Custodian Agreement on their behalf (provided that the Fund Manager will notify any amendments to them in accordance with the FCA Rules)
 - They have accessed the Custodian Agreement via <https://systems.mainspringfs.com/documents/praetura/custody-agreement/fcb> and have read and understood the terms and confirms acceptance to the terms of the Custodian Agreement;
 - They are bound by the terms of the Custodian Agreement.
 - The Custodian is not obliged to seek or accept any instruction or direction directly from the investors in respect of any instructions given by the Fund Manager and relating to the exercise of their rights in respect of Investments.
- 3.18. The Fund Manager shall pay or reimburse the Custodian from time to time for any transfer taxes payable upon transfers, exchanges or deliveries of securities made under the Custodian Agreement, and the Custodian may debit from any monies held on behalf of the Investor, any fees and charges due to the Custodian as and when such charges become payable.
- 3.19. The Investor authorises the Custodian to deduct from cash received or credited to the Investor's account, the amount of taxes or levies required by any revenue or governmental authorities in respect of the Investor's accounts.
- 3.20. The voting rights attached to any Investment shall be exercised by the Fund Manager and/or Custodian by the instruction of the Fund Manager. Which shall have discretion to instruct the Custodian to exercise voting and other rights attaching to Investments, save that the Fund Manager shall not in any event instruct the Custodian in respect of any controlling interest in any Investee Company.
- 3.21. The Custodian will hold assets in their Nominee company. The Fund Manager and/ or Custodian may deliver or accept delivery of certificates on behalf of the Nominee Company, and any certificates the Fund Manager receives will be immediately forwarded onto the Custodian. The investments will be registered in the name of the Nominee, but the Nominee holds the Investments on trust on behalf of the Investors, the Investor will remain beneficial owner of the investments, and the interests of the Investors are created or extinguished when an Investor makes acquisitions or disposals in accordance with this Agreement.
- Pursuant to section 250 (1) and section 257HE Income Tax Act 2007 shares subscribed for, issued to, held by or disposed of for an individual investor by a nominee are treated for the purposes of the EIS as subscribed for, issued to, held by or disposed of by the individual investor. The Custodian shall maintain at all times a record sufficient to show the beneficial interest of the Investor in the whole number of Shares allocated to their Portfolio and the cash within their Portfolio.
- 3.22. Investments or title documents shall not be lent to a third party, nor shall there be any borrowing against the security of the Investment or such title documents.
- 3.23. 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.
- 3.24. The Manager will instruct the Custodian, in the case of variations in the share capital, receipt of a notice of conversion or proposal to wind up, to amalgamate or takeover a company in which an Investment is held for the Investor:
- automatically credit a bonus or capitalisation issue to an Investors holding;
 - Otherwise (where appropriate) send the Fund Manager a summary of the proposal and the required action to be taken (if any);
 - If, on a rights issue, no instruction is received from the Fund Manager, the Custodian will allow the rights to lapse. Lapsed proceeds will be credited to the Investor;
- accept all offers upon going unconditional whether or not any instructions have been received;
 - calculate entitlement to Shares to the nearest whole Share rounded up or down at the discretion of the Fund Manager, and any balancing fractional entitlement may be held by the Nominee for the Fund Manager.
- 3.25. The Fund Manager and/or the Custodian may debit or credit the account for all sums payable by or to the Investor (including dividends receivable in cash and fees and other amounts payable by the Investor) and make adjustments:
- In respect of sums received by the Investor otherwise than as a result of credits properly made to the account initiated by the Fund Manager under the Investor's Agreement
 - To effect settlement in respect of Investments
- 3.26. The Fund Manager and/or Custodian may subject to the FCA Rules pay to charity any unclaimed cash of the Investor if there has been no movement in the balance in the bank account in a period of six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Fund Manager and/ or Custodian has taken reasonable steps to contact the Investor and to return the balance, in accordance with the FCA rules, and likewise in the case of unclaimed stock this may be liquidated and the proceeds paid away to charity after twelve years subject to the Fund Manager and/or Custodian having taken reasonable steps to contact the Investor and to return the stock, in accordance with the FCA rules.
- 3.27. On Investors submitting an Application Form (or authorising an Intermediary to do so on their behalf) and the Fund Manager accepting such application, Investors agree that this constitutes confirmation that Investors irrevocably agree to the Fund Manager's appointment of the Custodian on their behalf, to exercise the powers, and carry out the duties, on behalf of the Investors in accordance with the Custodian's Terms of Business.

4. Investor Subscriptions

- 4.1 Investors must make Subscriptions of not less than £25,000 at the same time as submitting their Application Form to invest in the Fund, unless otherwise agreed with the Fund Manager.
- 4.2 In addition, Investors may make further Subscriptions up to and including the Closing Date.
- 4.3 The Investor may make a withdrawal from the Fund, or terminate this Agreement, pursuant to clause 17 below.

5. Investment objectives and restrictions

- 5.1 In performing the Services, the Fund Manager shall have regard to and shall comply with the Investment Objectives and the Investment Restrictions.
- 5.2 In performing the Services, the Fund Manager shall at all times have regard to the need for the Investments to attract the Tax Advantages and all applicable laws.
- 5.3 In the event of a gradual realisation of Investments prior to termination of the Fund under clause 17.1, cash proceeds of realised Investments may be placed on deposit or invested in government securities or in other investments of a similar risk profile.

6. Rights of Cancellation

- 6.1 Each Investor has the right to cancel his Subscription if personal advice has been provided by an Intermediary. To do so, the Investor must notify the Fund Manager in writing within 14 days of the date of the acceptance letter sent to the investor by the Fund Manager. An investor who makes an informed choice and invests direct with the Fund Manager of his own accord without any advice provided by an Intermediary will not have a right to cancel.
- 6.2 If the Investor exercises their cancellation rights, the Fund Manager will arrange to refund any monies paid by the Investor as soon as reasonably possible and in any event not more than 30 days following cancellation, less any charges incurred by the Fund Manager in accordance with the terms hereof. The Investor shall not be entitled to any interest on such monies.
- 6.3 It is the responsibility of Investors and their intermediaries to agree their own cancellation arrangements and the Fund Manager is not responsible for the recovery of such fees on behalf of Investors.

- 6.4 Failure by an Investor to exercise the cancellation right within the requisite time period, shall be without prejudice to Investor's rights to exercise termination rights under clause 18.
- 6.5 The right to cancel does not give an Investor rights to cancel or terminate or undo any investment transaction executed for the account of the Investor's portfolio prior to exercise of the cancellation right or termination (as appropriate).

7. Regulatory categorisation and client types

- 7.1 The contractual arrangements under this Agreement to acquire shares in Investee Companies and comprising the Fund constitute an alternative investment fund for the purposes of the Alternative Investment Fund Managers Directive.
- 7.2 The Fund does not constitute an unregulated Collective Investment Scheme under FSMA.
- 7.3 The Investors confirm for the purposes of FCA Rules the Fund as a whole will be deemed to be the client of the Fund Manager. The Fund Manager shall treat the Fund as a whole as a professional client for the purposes of the FCA Rules.
- 7.4 The Fund Manager will act in the interests of the Fund as a whole and individual Investors shall constitute underlying investors of the Fund Manager, for which purposes and in respect of services provided by the Fund Manager for investors in the Fund, Investors will be categorised as "retail customers" if they are recommended via an Intermediary (and suitability is established under COBS as per the application form) or as a self-Certified sophisticated investor/HNW/ Professional if a direct investor.

8. Management of the Fund

- 8.1 The Fund Manager will manage the Fund and exercise all necessary powers in order to manage the Fund and acquire and manage assets for the Fund which the Fund Manager reasonably believes to be EIS shares.
- 8.2 The Parties agree that the Fund Manager will manage the Fund at its sole discretion and without prior reference to Investors or Intermediaries. The Fund Manager will comply with the specific Investment Objectives set out in the Information Memorandum.

- 8.3 The Fund Manager may buy and/or sell assets for the Fund and act as it thinks appropriate in relation to management of the Fund, subject always to the provisions of this Agreement.
- 8.4 The Fund Manager will have complete discretionary powers in relation to the selection of, or exercising rights relating to, Investments of the Fund on the terms set out in this Agreement.
- 8.5 If the Minimum Fund Size, as set at the total discretion of the Fund Manager, of the Fund is not reached by the Closing Date, the Fund Manager reserves the right to make no Investments and to return the Subscriptions, without interest, to Investors in respect of that fund for which the Minimum Fund Size has not been reached.
- 8.6 A copy of the Fund Manager's Order Execution Policy is detailed in clause 10 of this Agreement. Investors should ensure they are familiar with this before completing the Application Form.
- 8.7 Where an Investor is advised on the suitability of investing in the Fund by an Intermediary, the Intermediary shall, to the exclusion of the Fund Manager, be responsible for assessing the suitability of the Fund for that Investor in the light of the Investors' individual personal circumstances. The Fund Manager may rely on the Intermediary's assessment of suitability in accepting Investors into the Fund for the purposes of complying with financial promotion restrictions.
- 8.8 Neither the Fund Manager nor the Custodian shall borrow money on behalf of Investors, nor lend securities or enter into stock lending or similar transactions.
- 8.9 Any tax benefits referred to in the Information Memorandum are dependent on an Investor's own circumstances. Investors should take specific tax and financial advice based on their personal circumstances. No such advice is provided by the Fund Manager.
- 8.10 The Investor hereby authorises the Fund Manager (and grants the Fund Manager a power of attorney) to act on its behalf and in the name of the Investor to negotiate, agree and do all such acts, transactions, agreements and deeds as the Fund Manager may deem necessary or desirable for the purposes of making, managing and realising Investments and managing cash funds and 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) (subject to clause 8.6 above) will terminate upon the complete withdrawal of the Investor from the Fund.

8.11. The Fund Manager shall not, however, except as expressly provided in this Agreement or unless otherwise authorised, have any authority.

9. Reports and information

9.1. Investors will receive six monthly statements produced by the Custodian, in respect of their Portfolio for the periods ending on or around 5 April and 5 October. Investors may request to receive reports more frequently or request ad hoc reports or valuation information. The six monthly reports will also show any capital and interest credited to the Investor's portfolio, fees charged and transactions made within the period. Investments will be valued in accordance with appropriate IPEV Guidelines from time to time prevailing.

9.2. The Fund Manager's valuation policy is to keep an investment at cost if any subsequent investment is from the Praetura EIS Growth Fund. If an external investor participates in any subsequent capital event in the Investee Company, the latter share price will be used for valuation purposes (as per IPEVC guidelines).

9.3. 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 within sections 1105(1), (2) and (3) of the Corporation Taxes Act 2010.

9.4. The Fund Manager shall supply such further information which is in its respective possession or under its control as the Investor may reasonably request as soon as reasonably practicable after receipt of such request and duplicates of any valuation statement will be provided upon request. Any contract notes, statements, reports or information provided by the Fund Manager to the Investor will state the basis of any valuations of Investments provided.

10. Terms applicable to dealing

(including Order Execution Policy)

10.1. The Fund Manager will treat decisions to deal in investments for the Fund as "orders" to transactions in Investments. In effecting transactions for the Fund, the Fund Manager will act in accordance with the FCA Rules and applicable laws and rules of relevant exchanges.

10.2. The Fund Manager will comply with the FCA's Conduct of Business Rules which requires the Fund Manager to take all reasonable steps to obtain, when making investments, the best possible result for the Fund Investor, taking into account the execution factors: price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to making an Investment.

10.3. The Fund Manager acknowledges that price will generally be of relatively high importance when obtaining the best possible result, but also takes into account the following criteria for determining the relative importance of these execution factors:

- the characteristics and investment objectives of the Fund and financial instruments that are the subject of the transaction;
- the characteristics of the rules of the EIS and the characteristics of the normal commercial practice of the counterparties with which, and the markets in which, the Investee Companies will do business; and
- where relevant, the characteristics of any execution venues to which the order may be directed.

10.4. In addition, the provision by counterparties of guarantees of minimum contractual levels of return may be more important than price in obtaining the best possible execution result in the context of achieving the Investment Objective.

10.5. For the Fund, the best possible result will always be determined in terms of the total consideration, representing;

a) the price of the financial instrument b) the costs related to execution, which will include any expenses incurred by the investors, which are directly related to the execution of order. This can include, where relevant:

- i) Execution venue fees
- ii) Clearing and settlement fees
- iii) Any other fees paid to third parties involved in the execution of the order.

10.6. Obtaining the best result in terms of total consideration will be prioritised over the other execution factors listed above. The other execution factors will only be given precedence over the immediate price and cost consideration where they are influential in delivering the best possible result in terms of the total consideration payable.

10.7. The Fund Manager will not generally use third party execution venues and will deal directly with buyers, sellers and issuers of securities as it does not anticipate the existence of alternative trading venues in portfolio investments. The Fund Manager will accordingly generally trade outside of a regulated market or a multilateral trading facility.

10.8. The Fund Manager will monitor execution and compliance with its Execution Policy on an on-going basis and will at least once a year make a formal assessment of its dealing policies and notify Investors of any changes.

10.9. Transactions for the Investor may be aggregated with those for other Investors and may be aggregated with other customers of the Fund Manager, and of its employees and Associates and their employees. Investments made pursuant to such transactions will be allocated on a fair and reasonable basis and endeavours will be made to ensure that the aggregation will work to the advantage of each of the Investors, but the Investor should be aware that the effect of aggregation may work on some occasions to Investor's disadvantage.

10.10. Where transactions for the Investor are aggregated with those for another Investor, the number of Shares in an Investee Company held as an Investment for the Investor shall, as nearly as possible, be in the proportion which the Investor's subscription bears to the total Subscriptions by all Investors holding the same fund. Variations may be allowed to prevent Investors having fractions of Shares. Entitlement to Shares may be rounded up or down to the nearest whole share at the discretion of the Fund Manager and any balancing fractional entitlement may be held by the Nominee for the Investors. If one or more of the Investors in the EIS Fund is an accountant, lawyer or other professional person who is subject to professional rules preventing him from making an investment in a particular qualifying company, then the number of Shares so allocated to that Investor or Investors shall not be taken up for the EIS Fund and at the discretion of the Fund Manager the cash value of such Shares may be returned to such Investor, such that the number of Shares so allocated to other Investors in the Fund would not be increased.

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

10.12. Any option the Fund Manager has to subscribe for shares in an EIS-qualifying Company in which the Fund has invested shall not be capable of assignment except to an employee of the Fund Manager within three years from the date on which the investment is made.

11. Fees and expenses

- 11.1. The Fund Manager shall receive Fees for their Services, and reimbursements of its costs and expenses, as set out in the Information Memorandum. The Fund Manager shall otherwise be responsible for meeting all fees of the Custodian and the Nominee, aside from those that may occur in accordance with clause 3.10.
- 11.2. Annual custodian and administration fees – An annual fee of £85 + VAT charged quarterly in arrears which covers all custodian and administration duties. In addition, there may be peripheral fees payable by the investor in accordance with the Custodian Agreement.
- 11.3. The Fees, if applicable, are due to be deducted from Investors' uninvested monies. In circumstances where there are insufficient monies available to meet the fees and charges, the Fund Manager will allow these to roll up and only be deducted on a later occasion when sufficient monies are available to cover such fees and charges, whether such monies are derived from dividends, investment liquidity events, additional investments made by investors, or otherwise.
- 11.4. Any annual charges which are invoiced but not paid on the agreed timescale, will accrue interest on a daily basis at a rate equivalent of 4% p.a. above the base rate, as defined by the Bank of England.
- 11.5. The Fund Manager will bear any legal, accounting and other fees incurred by the Fund in connection with Investments which do not proceed to completion and may retain for its own benefit any arrangement fees and directors' or monitoring fees which it receives in connection with Investments and fees for services relating to fundraising and corporate advisory services, legal advice and assistance in maintaining EIS status.
- 11.6. The Performance Fee will be paid in cash and will only be due to the Fund Manager on investment liquidity events as they occur (and, for the avoidance of doubt, is to be calculated on a cumulative basis) otherwise any balance will be due in cash, shares or other instruments upon Termination of the Fund. The Fund Manager shall be entitled to assign the benefit of this Performance Fee to an Associate or any other person it may choose.

11.7. In the event of gradual realisation of Investments prior to termination of the Investor's Portfolio in accordance with clause 18, cash proceeds of realised Investments will be returned to Investors less any applicable fees incurred in accordance with this Agreement.

11.8. Where applicable fees, as agreed between the Investor and his intermediary in respect of advice in relation to investment in the Fund shall be set out in the relevant Application Form. The Investors authorise the Fund Manager to make payment of any such Intermediary fees on their behalf.

12. Management and administration obligations

- 12.1. The Fund Manager and the Custodian shall each 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 and efficiently, and in compliance with the FCA Rules.
- 12.2. Except as disclosed in the Information Memorandum or otherwise provided in this Agreement, the Fund Manager shall not take any action which may prejudice the tax position of Investors so far as it is aware of such circumstances, and in particular which prejudice the EIS status of any Investments.

13. Investor Obligations

- 13.1. The Portfolio to be established by this Agreement is established on the basis of the declarations made by each Investor in his Application Form which includes the following statements by the Investor in relation to his Subscription:
- a) whether or not the Investor wishes to seek EIS Relief for the Investments.
 - b) that they agree to notify the Fund Manager if any Investment is in any company with which the Investors connected within Section 163 and Sections 166 to 170 (EIS) and within Section 257BA and 257BB (SEIS) of the 2012 Finance Act.
 - c) that they agree to notify the Fund Manager if, within three years of the date of issue of Shares by an EIS-qualifying Company, the Investor becomes connected with the company or receives value from such company.
 - d) that they will provide the Fund Manager with their National Insurance number and UTR.

- e) that they acknowledge they have read the Information Memorandum (including any Appendices) and agree to its contents including consent to Order Execution Policy.
 - f) that they fall within one of the categories of persons to whom the Information Memorandum may be distributed (as set out in the Important Notice detailed in Information Memorandum) and they acknowledge and understand risks of making an investment into the Fund (as set out in the Information Memorandum).
- 13.2. The Investor confirms that the information stated in the Application Form is true and accurate as at the date of this Agreement and each of the acknowledgments of Investors and Intermediaries (as appropriate) contained in the Application Form, including the provisions setting out the responsibilities and liabilities of the parties, constitute binding obligations under this Agreement.
- 13.3. The Investor shall immediately inform the Fund Manager in writing of any change of tax status, other material change in circumstance and any change in the information provided in the Application Form to which Clause 13.1 above refers.
- 13.4. In addition, the Investor must provide the Fund Manager with any information it reasonably requests for purposes of managing Investments pursuant to the terms of this Agreement.

14. Amendments, delegation and assignment

- 14.1. The Fund Manager (and the Custodian where reasonable and as may be agreed with the Fund Manager) may employ and/or engage the services of Associates or competent (and if relevant appropriately regulated) third parties such as agents and subcontractors or Appointed Representatives, to perform any administrative, custodial or ancillary services to assist the Fund Manager in performing its Services, in which case it will act in good faith and with due diligence in the selection, use and monitoring of agents. Any such employment of agents shall not affect the liability of the Fund Manager (or the Custodian where appropriate) under the terms of this Agreement.
- 14.2. The Fund Manager will give Investors written notice of such delegation which involves the exercise of its discretionary investment management powers and will not, without the written consent of Investors, delegate

the whole or substantially the whole of such powers to a third party. The Fund Manager will act in good faith and use reasonable skill and care in any such selection.

- 14.3. The Fund Manager may from time to time change or amend the terms of the relationship with the Custodian including replacement thereof and shall negotiate such terms on an arm's length basis and in good faith.
- 14.4. The Fund Manager may amend the terms and conditions of this Agreement:
- by giving the Investor not less than 10 business days' written notice if it is of an administrative nature and would not cause any prejudice to the Investor;
 - by giving the Investor written notice with immediate effect if amendment is necessary to comply with HMRC requirements, FCA Rules or to maintain the EIS Relief; or
 - by giving the Investor not less than 10 business days' written notice to reflect changes to market practice, its administrative processes, computer or database systems, client requirements or other changes associated with managing the Fund.
- 14.5. Investors will be given at least 10 business days' written notice in respect of any changes to the terms of this Agreement referred to above, unless the specific circumstances require a shorter or longer period (including, without limitation, where required to do so under the legislation and regulations).
- 14.6. The Fund Manager may assign this Agreement to any appropriate authorised and regulated person, and any such assignee shall act as and be the successor Fund Manager for the purposes of this Agreement, such assignment being effective upon written notice to the Investor.
- 14.7. This Agreement is personal to the Investor and the Investor may not assign it.

15. Conflicts of Interest

15.1. The Fund Manager has implemented a Conflicts Policy which sets out the steps the Fund Manager has taken to identify and prevent or manage potential conflicts of interest in the course of the Fund Manager providing its services under this Agreement, including any potentially caused by receipt of inducements from third parties or by the Fund Manager's own remuneration and other incentive structure.

15.2. In particular, the Fund Manager has considered and documented the circumstances in which a conflict may arise as between:

- the Fund Manager (including its officers, employees and persons linked to it by control) and another fund managed by the Fund Manager or the investors in that Fund.
- a fund or the investors in that fund and another funder of investors in that fund;
- a fund or the investors in that fund and another client of the Fund Manager; or
- one client of the Fund Manager and another client of the Fund Manager.

15.3. The Conflicts Policy detailed in this Information Memorandum sets out how identified conflicts are managed. The Conflicts Policy includes details of any conflicts which the Fund Manager could not effectively manage in the event that they arose, and in which circumstances the Fund Manager would not be in a position to provide its services to the Fund. The Conflicts Policy sets out in which circumstances conflicts will be disclosed.

15.4. Investors agree that, unless the FCA Rules provide to the contrary, the Fund Manager (or an Associate) may still undertake transactions in which the Fund Manager (or Associate) may have a material interest or relationship with another party, or which may involve potential conflict with the Fund Manager's duty to the Fund, subject to the terms of the Conflicts Policy, which shall ensure that such transactions are still effected on terms that are no less favourable to the Investors than if the conflict or potential conflict of interest had not existed.

15.5. In the circumstances described in clause 15.4 above, and unless the FCA Rules provide to the contrary, neither the Fund Manager nor any of its Associates shall be required to account to Investors for any profit, commission or remuneration made or received from or by reason of such transactions.

15.6. The Fund Manager will maintain a record of any actual or potential conflicts and how such conflicts are managed and will report to the governing body of the Fund Manager in relation to conflicts identification, management and monitoring. Please refer to the Information Memorandum which contains examples of types of conflicts that might arise.

16. Liability

- 16.1. The Fund Manager will act in good faith and with due diligence in its dealings with the Fund. The Fund Manager accepts responsibility for loss to an Investor only to the extent that such loss is due to negligence, wilful default or fraud.
- 16.2. Investors agree to indemnify and keep indemnified the Fund Manager against all losses, damage, claims, actions, liabilities, demands, costs and expenses arising from any breach of any of the Investor's obligations, duties or representations which the Investor may be deemed to have given under the Agreement; and any untrue, inaccurate or incomplete information being provided by an Investor.
- 16.3. The Fund Manager shall not be liable to the Investor for any loss arising from any investment decision made in accordance with the Investment Objective and the Investment Restrictions or for any other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Fund Manager or any of its employees.
- 16.4. The Fund Manager accepts no responsibility for loss of tax benefits that an Investor may suffer as a result of any transactions that the Fund Manager carries out in connection with the Investor's portfolio, save as provided for in the above clauses.
- 16.5. Subject to Clauses 8.7 and 13, neither the Fund Manager nor the Custodian shall be liable for any defaults of any counterparty, agent, custodian, funder or other person which holds money, investments or documents of title for the Fund, save where such party which is an Associate.
- 16.6. 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 its control including but not limited to acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems, the Investor acknowledges that 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.

- 16.7. The Fund Manager shall not be liable for any loss or damage of any direct or indirect nature caused by:
- changes in revenue law or practice as determined by HMRC from time to time
 - any other changes in legislation or regulation after the date of this Agreement.
- 16.8. Investors further acknowledge any advance assurance given by HMRC in respect of a Company does not guarantee any availability, timing or amount of any tax relief.
- 16.9. The Fund Manager gives no representations or warranty as to the performance of the Fund. Investments are high risk investments, being non-Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. Investors should consider the suitability of investment in the Fund carefully and note the risk warnings set out in the Information Memorandum.
- 16.10. The liability of the Fund Manager to an Investor under this Agreement whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to remuneration received by the Fund Manager in connection with that Investor's Subscription. Nothing in this Clause 16 shall exclude any relevant duty or liability owed to the Investor under the FCA Rules.

17. Termination and Withdrawal

- 17.1. The Fund Manager anticipates investments made by the Fund ought to have been realised within seven years from the relevant Closing Date.
- 17.2. On termination of the Fund, the Fund Manager will endeavour to procure all Shares in the Investor's Portfolio will be sold or realised provided that the Fund Manager shall not be required to sell or realise any Shares where the Fund Manager, in its absolute discretion, believes the price at which such Shares may then be sold or realised does not fairly represent their true value.

- 17.3. The Fund Manager will pay, or cause to be paid to, the Investor the proceeds of such sale or realisation as soon as reasonably practicable after such sale or realisation takes place. Any cash within the Investor's Portfolio will be paid to the Investor.
- 17.4. Investors are also entitled to withdraw investments to the extent those investments comprise:
- 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;
 - other Relevant Shares, at any time after the seventh anniversary of the date of the Relevant Shares were issued;
 - 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 Fund Manager will notify you in writing as soon as reasonably practicable after any shares comprised in your Portfolio cease to be Relevant Shares); or
 - residual cash, at any time (which is not being held for future management fees) The Fund Manager will have a lien on all assets being withdrawn or distributed from the Fund in relation solely to the settlement of liabilities owed by an Investor to the Fund Manager and shall be entitled to dispose of some or all of the same and apply the proceeds in discharging any liability of the Investor to the Fund Manager in respect of damages or accrued but unpaid fees. The balance of any sale proceeds and control of any remaining investments will then be passed to the Investor. This Agreement shall terminate upon the completion of the withdrawal from the Fund of all Shares and cash which the Investor is entitled to receive under this Clause 18.4.

17.5. If:

- 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 the Fund Manager ceases to be appropriately authorised by the FCA or becomes insolvent; the Fund Manager shall endeavour to make arrangements to transfer the Investments to another fund manager in which case that fund manager shall assume the role of the Fund Manager under this Agreement, failing which the Agreement shall terminate forthwith and, subject to the remaining provisions of this clause 17,

the Investments held for the account of the Investor shall be transferred into the Investor's name or as the Investor may otherwise direct.

18. Consequences of termination

- 18.1. On termination of this Agreement pursuant to clause 17, the Fund Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.
- 18.2. Termination will not affect accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments save that the Investor will pay fees, expenses and costs properly incurred by the Fund Manager (including a fair amount in compensation for accrued performance incentive up to and including the date of termination) and where the Fund Manager has sought to obtain performance incentive through a subscription for Shares in Investee Companies then the Fund Manager shall hold such proportion of those Shares which is in excess of a fair amount in trust for any new Fund Manager or the Investor and shall execute such transfers of those Shares and do all such acts and transactions.
- 18.3. On termination, the Fund Manager may retain and/ or realise such Investments as may be required to settle transactions already initiated and to pay the Investor's outstanding liabilities, including fees, costs and expenses payable under this Agreement a fair amount determined pursuant to clause 18.2 in compensation for accrued performance incentive.

19. Data protection and confidential information

- 19.1. All data which the Investor provides to the Fund Manager and custodian is held by subject to the General Data Protection Regulation 2016, as it forms part of the law of the United Kingdom in virtue of the EU Withdrawal Act 2018 ('GDPR'). The Investor agrees that the Fund Manager and custodian may pass personal data to other parties insofar as is necessary in order for it to provide services as set in this Agreement and to the FCA and any regulatory authority which regulates it and in accordance with all other Applicable Laws. The Fund Manager Privacy Policy can be found

at www.praeturaventures.com and the Custodian's privacy policy at <https://www.mainspringfs.com/privacy-statement/>

- 19.2. You authorise the holding and processing of the information you have provided in the Application Form and authorise the Fund Manager as data controller and data processor and the custodian as a data processor for the purposes of the General Data Protection Regulation 2016 ('GDPR').
- 19.3. Your information will be held and processed for the administration of this application, the administration of your Investment, for statistical analysis and for marketing purposes. You also authorise the transfer of information you provide in this Application Form in compliance with the General Data Protection Regulation.
- 19.4. Your information and data will only be used for purposes ancillary to the administration of your application and Investment including, but not limited to, dealing with queries, fulfilment of regulatory obligations, statistical analysis and marketing.
- 19.5. The Fund Manager and Custodian may undertake electronic checks on investors through credit and mutual agencies to fulfil their responsibilities under the Money Laundering Regulations 2017. The agencies may keep a record of this search.
- 19.6. You may have also authorised the disclosure of your information to your Financial Intermediary (if applicable) acting on your behalf. You are entitled to request details of any of your personal data held upon request and to require correction of any inaccuracies in your personal data.
- 19.7. You have the right to object to your information being used for statistical analysis and direct marketing. If you wish to opt out of receiving marketing material or object to your information being used for statistical analysis.
- 19.8. The contact details for the Fund Manager and the custodian are set out in the Information Memorandum. The Data Protection Officer for the Fund Manager and Custodian can be contacted at the address shown within the definition page of this IM. Contact details for any successor Fund Manager shall be provided to the Investor at the time of notification of assignment in accordance with clause 14.6 above.

20. Complaints and Compensation

- 20.1. 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. 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. The Financial Ombudsman can be contacted at: complaint.info@financial-ombudsman.org. uk Tel: 020 7964 1000.
- 20.2. Where the Investor is categorised by the Fund Manager as a retail client, if for any reason the Investor is dissatisfied with the Fund Manager's final response, the Investor is entitled to refer its complaint to the Financial Ombudsman Service. A leaflet detailing the procedure involved will be provided in the Fund Manager's final response. A self directed investor (i.e. self-certified sophisticated investor, HNW investor and a professional investor) will not have the same protections as a retail investor.
- 20.3. The Fund Manager participates in the Financial Services Compensation Scheme (FSCS), established under the Financial Services and Markets Act 2000, which may provide compensation to eligible Investors in the event of The Fund Manager being unable to meet its liabilities. Payments are currently limited to a maximum of the first £85,000 of the claim. Further information is available from the FSCS.

21. Notices, instructions and communications

- 21.1. All documentation and any other information or communication the Investors receive from the Fund Manager will be in English.
- 21.2. All notices or instructions to the Fund Manager or the Custodian should be in English, submitted in writing and signed by the relevant Investor, unless otherwise specifically indicated herein.

- 21.3. The Fund Manager may rely and act on any instruction or communication which purports to have been provided by persons authorised to give instructions by the Investor under the Application Form or as are subsequently notified by the Investor from time to time and, unless that relevant party receives written notice of such termination or revocation of authority, whether or not the authority of such person shall have been terminated.
- 21.4. All communications to the Investor shall be sent (whether postal or electronic) to the latest address notified by the Investor to the Fund Manager or the Custodian and shall be deemed received by the Investor on the second day after posting or on the day after dispatch in the case of electronic communication. All communications by the Investor shall be made in writing or (save as otherwise provided) shall be made by telephone to the Fund Manager or the Custodian, in which case conversations may be recorded for the avoidance of any subsequent doubt. Communications sent by the Investor will be deemed received only if actually received by the Fund Manager or the Custodian. Neither the Fund Manager nor the Custodian will be liable for any delay or failure of delivery (for whatever reason) of any communication sent to the Investor.

22. Governing Law, Interpretation and rights of third parties

- 22.1. This Agreement and all matters relating to it shall be governed by and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.
- 22.2. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.
- 22.3. 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.