



T.B. SEEN LIMITED

INVESTMENT APPLICATION FORM

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

APPLICATION FORM TO BE COMPLETED BY INDIVIDUALS

This application form should be completed and sent to OBER PRIVATE CLIENTS LIMITED, 6TH FLOOR, BLACKFRIARS HOUSE, PARSONAGE, MANCHESTER, M3 2JA

Title:

Forenames:

Surname:

Date of Birth:

Permanent residential address:

Postcode:

Time at current address:

Previous address if less than 3 years at current address:

Email Address:

Tax District:

Tax Ref No:

National Insurance No:

Nationality:

I wish to invest £ **in T.B. Seen Limited on the terms set out in the Investor's Agreement attached to this Application Form.**

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

Source of Funds: Please provide bank details of where the investment monies are being sent from. Monies will only be accepted from the Applicant's bank account:

Bank Name:

Bank Address:

Account Name:

Account Number: Sort Code:

I confirm that:

- I wish / do not* wish to seek EIS Relief (*delete as appropriate);
- I am applying on my own behalf;
- I will notify T.B. Seen Limited of any Investment in any company with which I am connected within sections 167, 170 or 171 of the Income Tax Act 2007; and
- I will notify T.B. Seen Limited if, within three years of the date of issue of EIS Qualifying shares, I become connected with the EIS Qualifying Company or receive value from the Company;
- I acknowledge receipt of Terms of Business contained within the Investors Agreement attached to this Application Form; and the T.B. Seen Limited Investor Information Memorandum;
- I confirm that I have read and understood the same and agree to be bound by them;

I attach my cheque / enclose confirmation of the bank transfer for the amount shown above and enclose two different original forms of identification (see note 5 below). I undertake to notify you immediately if any of the above changes or if there are any other relevant circumstances of which you should be aware in relation to my Investment in T.B. Seen Limited.

I understand that the completion of this application form accompanied by a cheque or bank transfer, or confirmation that monies have been remitted by telegraphic transfer, constitutes a warranty that the cheque or bank draft will be honoured on first presentation and constitutes an acceptance of the other terms and conditions of application set out in application form.

I understand that no application will be accepted unless and until payment in full for the investment in T.B. Seen Limited has been made.

CHEQUES SHOULD BE MADE PAYABLE TO: T B SEEN LIMITED

BANK TRANSFERS SHOULD BE SENT TO: BANK: HSBC BANK
ACCOUNT NUMBER: 81576771
SORT CODE: 40 02 32

Signature of Applicant: Date:

Print name:

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

HIGH NET WORTH INVESTOR STATEMENT

"I make this statement so that I can receive promotional communications which are exempt from the restriction on promotion of non-readily realisable securities. The exemption relates to certified high net worth investors and I declare that I qualify as such because at least one of the following applies to me:

1. I had, throughout the financial year immediately preceding the date below, an annual **income** to the value of **£100,000 or more**. Annual income for these purposes does not include money withdrawn from my pension savings (except where the withdrawals are used directly for income in retirement).
2. I held, throughout the financial year immediately preceding the date below, **net assets** to the value of **£250,000 or more**. Net assets for these purposes do **not** include:
 - (a) the property which is my primary residence or any money raised through a loan secured on that property; or
 - (b) any rights of mine under a qualifying contract of insurance; or
 - (c) any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependents are), or may be entitled; or
 - (d) any withdrawals from my pension savings (except where the withdrawals are used directly for income in retirement).

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all the money or other property invested. I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities."

Signature:

Date:

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

SELF-CERTIFIED SOPHISTICATED INVESTOR STATEMENT

"I declare that I am a self-certified sophisticated investor for the purposes of the restriction on promotion of non-readily realisable securities. I understand that this means:

- (i) I can receive promotional communications made by a person who is authorised by the Financial Conduct Authority which relate to investment activity in non-readily realisable securities;
- (ii) the investments to which the promotions will relate may expose me to a significant risk of losing all the property invested.

I am a self-certified sophisticated investor because at least one of the following applies:

- (a) I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
- (b) I have made more than one investment in an unlisted company in the two years prior to the date below;
- (c) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- (d) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1 million.

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from someone who specialises in advising on non-readily realisable securities."

Signature:

Date:

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

RESTRICTED INVESTOR STATEMENT

"I make this statement so that I can receive promotional communications relating to non-readily realisable securities as a restricted investor. I declare that I qualify as a restricted investor because:

- (a) in the twelve months preceding the date below, I have not invested more than 10% of my net assets in non-readily realisable securities; and
- (b) I undertake that in the twelve months following the date below, I will not invest more than 10% of my net assets in non-readily realisable securities.

Net assets for these purposes do not include:

- (a) the property which is my primary residence or any money raised through a loan secured on that property;
- (b) any rights of mine under a qualifying contract of insurance; or
- (c) any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependents are), or may be entitled; or
- (d) any withdrawals from my pension savings (except where the withdrawals are used directly for income in retirement).

I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all the money or other property invested. I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities."

Signature:

Date:

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

NOTES

1. This Application Form must be returned to OBER PRIVATE CLIENTS LIMITED, 6TH FLOOR, BLACKFRIARS HOUSE, PARSONAGE, MANCHESTER, M3 2JA, duly completed.
2. The Closing Date for Investment in T.B. Seen Limited is specified within its Information Memorandum. However, T.B. Seen Limited may determine to defer the Closing Date or close the investment on an earlier or later date if they think this appropriate, having regard to applicants' interests and market conditions. In such cases, T.B. Seen Limited will notify applicants of the revised Closing Date.
3. T.B. Seen Limited reserves the right to reject an Application Form if it has reasonable cause to do so, for example, if relevant information is not included or the application is received late.
4. If T.B. Seen Limited accepts an Application Form, the Investor will have entered into an Investor's Agreement in the form set out in the attached which will govern his investment in the above company.
5. **Money Laundering Regulations – Important note for Applicants:** The verification of identity requirements in the Money Laundering Regulations 2007 will apply and the verification of the Applicant may well be required. An Applicant must ensure that enclosed with the Application Form is one document from each of Lists A, B and C below. Each item, other than in List B, must be an original, less than six months old and should show the Applicant's name and permanent residential address. Original documents will be returned by post at the Applicant's risk.

FOR ALL APPLICATIONS

One item from EACH of Lists A, B and C

List A for proof of where funds are coming from

- Bank statement; or
- Building Society statement

The Bank or Building Society statement the Applicant provides must show transactions and relate to the Bank/Building Society account from which the Applicant's payment is to be drawn. Please note that statement printed via the internet will be accepted.

List B for proof of your Name and Identity

- Valid Passport; or
- Valid Photocard driving licence (full or provisional)

List C for proof of your Address

- Utility bill (excluding mobile phone bill, store or online bills)
- Council Tax bill (for the current year)
- Original correspondence or tax notification from HM Revenue & Customs

6. If you are a lawyer or an accountant or other professional person who is subject to professional rules preventing you from making investments in particular EIS Qualifying Companies, please advise T.B. Seen Limited so that the terms of the Investors' Agreements can be applied correctly.

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

INVESTORS AGREEMENT

This investment management agreement sets out the terms and conditions for investment in T.B. Seen Limited.

1. Definitions, Construction and Interpretation

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

“the Act”	Financial Services and Markets Act 2000;
“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 Company completed by the Investor in the form provided in this document;
“Associate”	employees of, and consultants to, the Company
“Closing Date”	the date on which the final Subscription may be made by the Investor to the Company, which shall be a date determined by the Directors and notified to the Investor;
“the Company”	T.B. Seen Limited;
“Directors”	the Board of Directors of T.B. Seen Limited;
“EIS”	the Enterprise Investment Scheme as set out in the Tax Act;
“EIS Qualifying Company”	a company which is a qualifying company for the purposes of EIS;
“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 as amended from time to time;
“Investment”	an investment in the Company;
“the Investment Objective”	the investment objective for the Company as set out in the Information Memorandum;
“Investor(s)”	a person whose Application Form is accepted and who becomes an investor in the Company;
“Launch Period”	the period from launch of the Company to the Closing Date for Investment (which shall not exceed a period of 180 days);
“non-Readily Realisable Investments”	are investments which are not Readily Realisable Investments and in which the market is limited or could become so; they can be difficult to assess what would be a proper market price for them given there is no secondary market;
“Readily Realisable Investments”	shall have the meaning set out in the FCA Rules
“Realised Gain”	the Realised Value less the aggregate Subscriptions to the Company;

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

“Realised Value”	the realised value of the Investments in the Company which shall be the aggregate of:
–	the value of Investments held at termination which shall be valued on the same basis as for the purposes of statements, reports and other information provided pursuant to Clause 7.1;
–	the cash sums obtained on realisation of Investments prior to termination, plus interest on such cash sums, (calculated, in the case of each such Investment, for the period from the date of realisation of the relevant Investment to the date of termination, assuming that such cash sums had been placed in an interest bearing account with a clearing bank at a good commercial rate); and
–	dividends received or accrued on Investments in the period for which they are held in the Company plus interest on such dividends (calculated on the same basis as that in respect of cash sums obtained on realisation of Investments);
“the Services”	the services provided under Clause 4 of this Agreement;
“Subscription”	subscription to the Company pursuant to Clause 3 of this Agreement;
“Tax Advantages”	the various tax advantages, including EIS Relief, arising from subscriptions for shares in EIS Qualifying Companies;
“Tax Act”	the Income Tax Act 2007.

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

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

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

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

2. Investing in a Company

2.1 This Agreement comes into force on the date of this Agreement.

2.2 This Agreement enables the Investor to invest in T.B. Seen Limited for which the Investor submits a valid Application Form which is accepted by the Directors.

2.3 If an Investor submits an Application Form which is accepted and makes Subscriptions to the Company, the Investor hereby appoints the Directors to fulfil its role in managing the Company for the Investor on the terms set out in this Agreement. The Directors agree to accept their appointment and obligations on the terms set out in this Agreement.

3. Subscriptions

3.1 The Investor

(a) shall make a Subscription of not less than £25,000 at the same time as submitting his Application Form to invest in the Company;

(b) may make further Subscriptions in the Company up to and including the Closing Date. The total Subscriptions made to the Company by the Investor shall be the initial value of the Investment in the Company; and

(c) may not make any Subscription after the Closing Date.

4. Services

4.1 The Directors will manage the Company in accordance with the Companies Act 2006 and on the terms set out in this Agreement.

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

4.3 The Directors have not made, and will not make, any personal recommendation as to whether or not an Investor should subscribe to the Company, and have not assessed, and will not assess, the appropriateness of a subscription to the Company for a particular Investor.

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

- 5. Investment Objectives and Restrictions**
- 5.1 In performing its Services, the Directors shall have regard to and shall comply with, the Investment Objectives of the Company.
- 5.2 The Directors shall at all times have regard to:
- (a) the need for the Company to attract the Tax Advantages;
 - (b) all Applicable Laws.
- 6. Custody**
- 6.1 The Directors will be responsible for the safe keeping of Investments and cash comprised in the Company, including the settlement of transactions, collection of income and the effecting of other administrative actions in relation to the Investments.
- 6.2 Investments will be registered in the name of the Company.
- 6.3 The Company will provide the Investor with a share certificate evidencing title to the Investments.
- 6.4 The Directors may not lend Investments or title documents to a third party and may not borrow against the security of the Investments or such documents.
- 6.5 The Directors have discretion to exercise any conversion, subscription, voting or other rights (such as may arise in takeover situations, other offers and capital reorganisations) relating to Investments held in the Company.
- 7. Reports and Information**
- 7.1 In respect of the Company in which an Investor subscribes, the Directors shall send the Investor a report relating to the Company every six months. Reporting will commence following the first anniversary of the Closing Date of the fund raise. In particular, reports will include a measure of performance in the later stages of the Company once valuations are available for the Investments.
- 7.2 The Directors will seek to establish an appropriate method of evaluation and comparison so as to enable the Investor to assess the Company's performance.
- 7.3 Details of any dividends which are payable 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 234A(4) and (5) of the Income & Corporation Taxes Act 1988.
- 7.4 Contract notes will be provided for each transaction for the Investor's shareholding.
- 7.5 The Directors shall supply such further information which is in its possession or under its control as the Investor may reasonably request as soon as reasonably practicable after receipt of such request.
- 7.6 Any statements, reports or information so provided by the Director to the Investor will state the basis of any valuations of Investments provided.
- 8. Fees and Expenses**
- 8.1 The Directors shall receive fees for their Services, and reimbursements of their costs and expenses.
- 8.2 The Investor's attention is however drawn to the fact that the Directors may incur and be required to pay other taxes or costs as a result of the performance of this Agreement which are neither paid through, nor imposed by, the Directors.
- 9. Management and administration obligations**
- 9.1 The Directors shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable it to provide its Services properly and efficiently.
- 9.2 Except as disclosed in any Information Memorandum issued in relation to the Company and as otherwise provided in this Agreement (for example on early termination), the Directors shall not take any action which may prejudice the tax position of the Investor insofar as it is aware of the relevant circumstances, and in particular which may prejudice obtaining the Tax Advantages for the Company.

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

10. Obligations of the Investor

10.1 This Agreement to participate in the Company is set up on the basis of the declaration made by the Investor in this Application Form which includes the following statements by the Investor in relation to his Investment in the Company:

- (a) the fact as to whether or not the Investor wishes to seek EIS Relief for the Investments;
- (b) agrees to notify the Directors if any Investment is in a company with which the Investor is connected within Sections 167, 170 or 171 of the Tax Act;
- (c) to notify the Directors if, within three years of the date of issue of shares in an EIS Qualifying Company, the Investor becomes connected with the company or receives value from the company; and
- (d) the Investor provides the Directors with his tax district, tax reference number and National Insurance number.

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

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

10.3 In addition, the Investor must provide the Directors with any information which it reasonably requests for the purposes of managing the Company pursuant to the terms of this Agreement.

11. Delegation and Assignment

11.1 The Directors may, where reasonable, employ agents, including associates, to perform any administrative, custodial or ancillary services to assist the Company 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 Directors under the terms of this Agreement.

12. Potential Conflicts of Interest and Disclosure

12.1 The Directors and any Associate may provide non-conflicting services to any other person and the Directors shall not in any circumstance be required to account to the Investor for any profits earned in connection therewith.

The Directors, and any Associate may recommend and/or effect transactions in which it or an Associate has, directly or indirectly, a material interest or a relationship of any description with another party, which may involve a potential conflict with its duty to the Investor. The Directors will ensure that the terms upon such transactions are recommended or are effected are not materially less favourable to the Investor than if the conflict or potential conflict had not existed. A conflict which has been identified by the Directors as one which it is not able to manage effectively and which is likely to have a material adverse effect on the Investor shall be disclosed. Neither the Directors, nor any Associate, shall be liable to account to the Investor for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions.

13. Liability

13.1 The Directors will at all times act in good faith and with reasonable care and due diligence.

13.2 The Directors shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment Objective and the Investment restrictions or for other action in accordance with this Agreement, except to the extent that such loss is directly due to the negligence or wilful default or fraud of the Directors or of its Associates or any of their respective employees.

13.3 Subject to Clause 11, the Directors shall not be liable for any defaults of any counterparty, agent, banker, Nominee or other person or entity which holds money, investments or documents of title for the Company, other than such party which is its Associate.

13.4 In the event of any failure, interruption or delay in the performance of the Directors 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 Directors shall not be liable or have any responsibility of any kind to any loss or damage thereby incurred or suffered by the Investor.

T.B. SEEN LIMITED

COMPANY NO. 07717947 • EIS INVESTMENT

- 13.5 The Directors give no representations or warranty as to the performance of the Company. EIS Investments are high risk Investments, being non-Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. Investors should consider the suitability of investment in EIS Investments carefully and note the description of the nature of the Investments and the risk warnings set out in the Information Memorandum about the Company.
14. **Termination**
- 14.1 This Agreement shall terminate when the Company terminates, or when the investor sells his shareholding.
15. **Confidential Information**
- 15.1 Neither the Directors nor the Investor shall disclose to third parties or take into consideration information either:
- (a) the disclosure of which by it would be or might be a breach of duty or confidence to any other person; or
 - (b) which comes to the notice of an employee, officer or agent of the Directors or of any Associate but properly does not come to the actual notice of the individual of the Directors providing services under this Agreement.
- 15.2 The Directors will at all times keep confidential all information acquired in consequence of its activities pursuant to this Agreement except for information which
- (a) is in the public knowledge; or
 - (b) which they may be entitled or bound to disclose under compulsion of law; or
 - (c) where requested by regulatory agencies; or
 - (d) is given to their professional advisors where reasonably necessary for the performance of their professional services; or
 - (e) which is authorised to be disclosed by the other party and shall use all reasonable endeavours to prevent any breach of this subclause.
16. **Notices, Instructions and Communications**
- 16.1 Notices of instructions to the Directors should be in writing and signed by the Investor, except as otherwise specifically indicated.
- 16.2 The Directors may rely and act on any instruction or communication which purports to have been given by persons authorised to give instructions by the Investor under the Application Form or subsequently notified by the Investor from time to time and, unless that relevant party receives written notice to the contrary, whether or not the authority of such person shall have been terminated.
- 16.3 For instructions and other communications to the Directors, please write to T.B. Seen Limited. All communications between the Directors and the Investor shall be in English.
17. **Amendments**
- 17.1 The Directors may amend these terms and conditions in this Agreement by giving the Investor not less than ten business days written notice. The Directors may also amend these terms by giving the Investor written notice with immediate effect if such is necessary in order to comply with HM Revenue & Customs requirements in order to maintain the EIS Relief.
18. **Data Protection**
- 18.1 All data which the Investor provides to the Directors is held by the Directors subject to the Data Protection Act 1998. The Investor agrees that the Directors may pass personal data to other parties insofar as is necessary in order for them to provide their services as set in this Agreement and in accordance with all other Applicable Laws.
19. **Entire Agreement**
- 19.1 This Agreement, together with the Application Form, comprises the entire agreement of the Directors with the Investor relating to the provision of the Services.
20. **Rights of Third Parties**
- 20.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.
21. **Severability**
- 21.1 If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remainder of this Agreement.
22. **Governing Law**
- 22.1 This Agreement and all matters relating thereto shall be governed by and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.



T: 0333 939 8533 E: INFO@OBERPRIVATECLIENTS.COM

WWW.OBERPRIVATECLIENTS.COM

MANCHESTER • LONDON • KNUTSFORD

Ober Private Clients is the trading name of Ober Private Clients Limited.
Registered in England and Wales - Company Number 08157042. Registered Office: 6th Floor, Blackfriars House, Parsonage, Manchester M3 2JA

Ober Private Clients Limited is authorised and regulated by the Financial Conduct Authority. FCA Reference number 706215.

©Ober Private Clients Limited 2017