Information Memorandum

Oxford Technology
Approved Knowledge-Intensive Fund
OTKI Q426

An HMRC-Approved Knowledge-Intensive Fund
November 2026

This document has been approved as an excluded communication for the purposes of Sections 21 and 238 of the Financial Services and Markets Act 2000 by Oxford Technology Management Ltd which is authorised and regulated by the FCA as a Small Authorised UK AIFM (Sub-Threshold) for the Fund

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Important notice

The approval of a fund by HM Revenue & Customs is relevant only for the purpose of attracting certain tax advantages provided by section 251, Income Tax Act 2007. Such approval covers only certain administrative matters. It in no way bears on the commercial viability of the investments to be made; neither does it guarantee the availability, amount or timing of relief from income tax or capital gains tax.

Oxford Technology's funds are exclusively designed for investment by high net worth individuals or sophisticated investors. Therefore, in order for their investment in the fund to be accepted, investors have to agree to be categorised as 'high net worth individuals' or 'sophisticated investors'. The application form is designed to solicit the information required and this will certify that they understand the following:

1. That an investment is OTKI Q426 is a high-risk investment.
2. That an investment in OTKI Q426 is illiquid.
3. That an investment in OTKI Q426 is long-term. Exits, which cannot be guaranteed, are likely to occur within a 5-15 year timescale.
4. That investors should not invest more than they could afford to lose.

This document sets out arrangements by which investors, who wish to make investments in EIS Qualifying Companies, may invest in a Fund managed by Oxford Technology Management Limited ("**OTM**") which holds investments made on their behalf. These arrangements together constitute the Oxford Technology Knowledge-Intensive EIS Fund (the "**Fund**" or "**OTKI Q426**").

An investment in the Fund may only be made on the basis of the information contained in this Memorandum and the Agreement in Appendix 1. OTM is authorised to act as a Small Authorised UK AIFM (Sub-Threshold) Manager by the UK Financial Conduct Authority ("**FCA**") and its FCA registration number is 121929.

This document constitutes a**n excluded communication, a certain type of financial promotion for the purposes of Sections 21 and 238 of the Financial Services and Markets Act 2000** ("**FSMA**"), relating to the Fund and is issued, approved and communicated by OTM. OTM has taken all reasonable care to ensure that it is fair, clear and not misleading, but the statements of opinion or belief contained in this document regarding future events constitute OTM's own assessment and interpretation of information available to it at the date of issue of this document and no representation is made that such statements are correct or that the objectives of the Fund will be achieved. Additionally, some information contained in this document has been obtained from published sources prepared by other parties and no responsibility is assumed for the accuracy or completeness of such information. Accordingly, each prospective investor must determine for him or herself what reliance (if any) s/he should place on such statements and information and no responsibility is accepted by OTM in respect thereof.

It is very important that you carefully read and fully understand this document and the risks involved with the arrangements described in this document so that you can decide whether they are right for you. The opportunity described in this document is NOT suitable for all. Key risks are explained on page 9 and should be carefully considered. You should seek your own independent advice and then rely on your own independent assessment of the Fund; nothing in this document constitutes tax, legal or investment advice.

This document does not constitute, and may not be used for the purposes of, an offer to or invitation to treat by any person in any jurisdiction outside the United Kingdom. This document and the

information contained in it are not for publication or distribution to persons outside the United Kingdom.

Further Information

If you have any questions at all, please contact your financial adviser in the first instance. If you would like to contact us please do not hesitate to get in touch by telephone or send us an email. Making the right investment decision is more important than ever in the current climate, and we want you to feel comfortable about making an informed decision about whether or not to invest with us. Please contact Andrea Mica or Lucius Cary by telephone on + 44 (0)7720 060824 or by e-mail to: invest@oxfordtechnology.com

Introduction

Oxford Technology's flagship Start-Up Fund has been making investments in start-up science companies since 2012. So far, the financial returns to investors have been good, although much of the gain remains on paper and will only be realised as cash when exits are achieved. Investors are reminded that prices can go down as well as up and you may not get back the amount you invest. Specifically the figures are as shown below.

Invested Capital:	£13.14m
Total OTM and WCS fees:	£1.56m
Total invested including fees:	**£14.70m**
Cash return from Tax Reliefs:	£5.38m
Cash return from Exits:	£2.86m
Total cash returned to date:	**£8.24m**
Cash due from Exits:	£1.84m
Fair value of unrealised shares:	£25.32m
Further potential milestone payments on exits:	**£28.59m**

Investing in start-ups is a long-term business.

Oxford Technology starts by making an investment right at the beginning of a company's life. (We receive about 1,000 approaches each year and make 5 or 6 investments.) A typical investment is £75,000 in a PhD in a lab doing something interesting. The company will usually be pre-product, pre-sales and certainly pre-profits. The risks are enormous. There are so many things which can and do go wrong.

But the EIS scheme offers huge tax advantages which mean that the losses on the failures can be reduced to 38.5% of the sum invested, while the gains on the winners can be very large and are tax free. The maths says it should work – and so far it has.

OT's best result so far is Ducentis. Someone who invested £25,000 in OT(S)EIS in 2014 would have had £5,000 invested in this company. After tax relief and including fees his total investment would have been £3,412. So far this investor has received (after deducting all fees) £23,332 in cash (all tax free). In addition, he owns shares in the acquiring company currently worth £13,744 (these are quoted on NASDAQ and will be sold when we judge that the time is right). The acquiring company has announced that the event which will trigger the first milestone payment should happen in H2 2025. This will result in a further payment (also tax free) of £14,995, which will take his total cash

return to £52,061. The value of all the potential future milestones (very unlikely, but so far so good and at least possible) is £587,884, which would take his total return to £639,745 – 187 times the initial investment cost of £3,412.

OT was the first and only investor in Ducentis when the company was founded in 2015. The purpose of the original investment (£50,000) was to conduct an experiment in a lab to enhance the affinity of a particular protein. If this worked, the idea was that this might then form the basis for a treatment for rheumatoid arthritis and other autoimmune diseases. The risks were enormous, and there was a significant chance that the investment would fail and all the investment would have been lost. Had this happened the investor would have lost £1,925 after tax reliefs, assuming a 45% taxpayer.

After the initial experiment was successful, Ducentis needed to raise additional capital. The risks were now significantly reduced and the share price at which this money was raised increased. Specifically the company raised £1.5m. OT(S)EIS was able to contribute to this fundraising, but only quite small sums. Specifically, £160,000 at 36p per share in March 2017, £45,314 at 40p per share in March 2018, and £53,820 at 70p per share in March 2019.

The returns on all these investments were very large. If we had had additional capital to invest at the time, we would have done so.

The objective of OTKI Q426 is to be able to take advantage of these opportunities as and when they arise.

Because OT invests right at the start (in most cases we are the only investor to begin with) and because we get actively involved (typically a short 15/30 minute meeting – these days mostly by Zoom – every month or in some cases every fortnight), OT gets to know the founders very well. In particular we get to know the things which the founders might prefer that we didn't know, such as problems with personnel and patents. All this puts us in a very good position to know which companies are worth backing and at what valuation and which do not merit further investment.

We currently have a portfolio of more than 50 knowledge-intensive investees, many of which, probably 75%, either are currently or will be seeking to raise additional capital in the next year.

The idea of OTKI is to be able to offer investors the opportunity to invest in a portfolio of 5 such investments. These are significantly derisked since our initial investment which may have been 5 or even 12 years earlier, and which are therefore that many years closer to an exit.

The merit of the OTKI structure is that the fund will have a fixed closing date – 31 December 2026. We aim to invest the money in EIS investments in 5 knowledge-intensive companies, within the next 12 months, but very likely within six months. When the fund has been 90% invested, we inform HMRC, and they in turn issue us with EIS5 forms which then enable investors to claim their tax relief on the full sum invested in the fund with a single form, so greatly simplifying the admin. Investors will not need to bother with individual EIS forms for each investment. The aim (not a guarantee) is to ensure investors have the necessary EIS5 form to be able to claim the tax relief on the whole fund within a year of the fund's closing date.

OT will send a quarterly report telling investors what shares they own in what companies, how much these cost, what the valuation is today, and will return the proceeds, net of fees, as and when the investments are realised. These returns will be tax free. This may take many years but it will be that many years fewer than the investors in OT(S)EIS who made the original investment several years before. And sometimes the timescales can be quite short. Ducentis raised capital (and we participated to the limited extent that we were able) in 2019, and the exit was in 2022.

OTKI Q426

Investment in early-stage technology companies carries a high level of risk. Your attention is drawn to the Risk Factors on page 9.

Manager:	**Oxford Technology Management Ltd** **9 Norman House, Norman Avenue** **Henley on Thames, RG9 1ER**
Custodian:	**Woodside Corporate Services Limited** **First Floor** **12-14 Mason's Avenue** **London EC2V 5BT**
Legal Adviser:	**Gordons Partnership LLP** **First Floor** **1 Chancery Lane** **London WC2A 1LF**

Key Facts

Investors:	The Fund is only open for participation by those who can be assessed by the Manager as high net worth or sophisticated investors. These persons also benefit from an exemption under various Financial Promotion orders and accordingly are entitled to receive this excluded communication.
Minimum investment in the Fund:	£20,000
Maximum investment in the Fund:	No maximum up to the personal annual EIS allowance of £2m in knowledge-intensive companies.
Fund focus:	The Fund will invest in early-stage technology companies, most of which will be located near Oxford.
EIS tax benefits:	30% tax relief against income tax, spread across the year the fund closes and the previous year. The payment of tax on a capital gain can be deferred where the gain is invested in EIS shares. Ability to write off losses on investments which fail against income tax (net of income tax relief already received). All gains are tax free after three years. After being held for two years, shares count towards a £1m inheritance-tax-free allowance (see page 10 for details).

Portfolio of investments:	Within six months of their investment, Oxford Technology will aim to provide investors with a portfolio of 5 appropriate investments made by the fund during the investment period. Oxford Technology's experience suggests that investment within twelve months will be easily achieved. However, we reserve the right to extend the period to up to 18 months if we believe that insufficient quality opportunities. We would rather take a little longer to make good investments than to invest quickly by making less good investments. Each investment made by the fund will be spread pro rata between all participants. The capital invested by each investor will be logged separately by the Custodian.
Alternative Investment Fund Manager (AIFM):	Oxford Technology Management Ltd, is authorised by the FCA as a Small Authorised UK AIFM (Sub-Threshold). The Manager, has been making investments in start-up and early-stage technology companies for more than thirty years. Full CVs of Lucius Cary and Andrea Mica are on page 13.
Investment Period:	The intention is to invest over a six-month period following the date of subscription to the fund, although this may be extended to 18 months if necessary.
Nature of the Fund:	OTKI Q426 is a fund in the sense that it is an aggregation of the amounts subscribed by various individual investors and this capital will be managed by Oxford Technology Management Ltd, as a Small Authorised UK AIFM (Sub-Threshold). The Fund is within the FCA definition of an Alternative Investment Fund (namely 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) is not a UK UCITS. [Note: article 4(1)(a) of AIFMD]) though it does not have a distinct legal personality. When investments are made, the investee company will have one nominee shareholder, WCS Nominees Limited, and the voting rights will normally be exercised by Woodside as directed by OTM (as the AIFM). However, the beneficial ownership of the underlying shares will reside with individual investors in OTKI Q426 who will in due course be sent the form EIS5 to enable them to claim the relevant tax reliefs.
Tax relief:	Investors in the Fund will be able to spread their tax relief between the year the fund closes and the previous year.
Investment limits:	An individual can make a maximum of £2m of EIS investments in a single tax year, provided the investment in companies that are not knowledge intensive does not exceed £1m. Tax reliefs received on EIS investments are not included in the £50,000/25% of income cap on tax reliefs.
Opportunities for co-investment:	Investors in the fund will be contacted in the event that investee companies are seeking to raise more investment than can be prudently provided by OTKI Q426, and will then have the opportunity to make direct EIS investments. Typically this happens on 4 - 8 occasions each year.

Deal Flow: The deal flow for OTKI Q426 will come predominantly from OT(S)EIS although some may come from OTM's other investment activities. Oxford Technology Management has been making investments in start-up technology companies for more than 40 years and is well known in its niche. This means that OTM receives a large deal flow. OTM receives 1,000 investment propositions per year, of which maybe 100 are possible investments, being technology companies near Oxford. Typically we make 5 or 6 new investments, and maybe 8-12 follow-on investments per year.

Fees: **Initial fee:** 0%.

Management fee: Accrued fee of 1.5% of gross investment per year to a maximum of 6%, to be paid only from proceeds of exits.

The investee companies will mainly be within an hour's drive of Oxford as OTM actively monitors and mentors investee companies. OTM will charge the investee companies a separate fee for this help and involvement and up to 5% fees on investments through OTKI Q426.

The Custodian's fees:
We will pay the 0.15% custodian fee out of the fees we charge you.

The custodian has receiving agent fees that stand at £50 per application, subject to a minimum fee. There will also be a £25 fee for each holding that is transferred into the individual investor's name (it is not intended that this should happen frequently). The fees will be paid from the investor's cash pool. If necessary these will be accrued, to be paid only out of the proceeds of exits.

Performance Incentive:
Once an investor has received back all the money invested, after the payment of all fees, and excluding tax breaks (so the investor will be 30% of their total investment to the good), 20% of all further returns will be paid to OTM as a performance incentive. So then both OTM and the investors do well.

In summary, there will be no initial fee for investors and 100% of the investment in OTKI Q426 will be eligible for 30% EIS tax relief. OTM will charge the companies 5% of the money invested to help cover the management and administration costs. OTM has salaries to pay and overheads. Making and managing investments in knowledge intensive businesses is management intensive. Investors will be charged a fee 1.5% per year capped at 6% but this will only be paid out of the proceeds of exits. OTM will also charge a performance fee. OTM will pay the custodian fee for as long as this is due, so an incentive to achieve exits.

Communication with shareholders:

1. A quarterly email report will be sent giving updates on all investments. The report will contain a schedule for each investor of the amounts invested in each investee and the valuation of each, with the method of valuation explained. (As an example, the most recent quarterly report covering the OT(S)EIS investments may be downloaded from www.oxfordtechnology.com)

2. The EIS5 form, which will enable investors to claim their tax relief on their total investment in OTKI Q426 will be obtained from HMRC, prepared by OTM and sent to investors as soon as possible.

3. OTM will prefer not to make an investment at all rather than to make a bad investment to meet some external timeline. We believe that we will be able to make 5 good investments within six months, but, if necessary the investment timeline might be extended to 18 months.

Risk Factors

Investments in early-stage technology companies are at the higher end of the risk profile. There are many reasons why such companies may fail, and failure may lead to the total loss of the investment. As such, the Fund may not be suitable for all investors and potential investors are recommended to seek independent financial and tax advice before investing. Notwithstanding the high-risk nature of the investments that the Fund will make, the tax reliefs associated with EIS investments mean that a substantial proportion of potential losses may be recoverable against income tax. However, when such investments go well the returns can be substantial, and under the EIS scheme, all such returns are tax free.

There is also a risk that the Manager is not able to find enough good EIS investments to make. The Manager will prefer not to make an investment at all than to make a bad investment simply so that an investment be made. (But see section on Deal Flow on page 12). If not enough good EIS investments can be found, this may mean that not all the money subscribed will have been invested by the end of the stated investment period. If this is the case, then investors will be offered the choice of having the remaining capital returned or else invested in the next available EIS qualifying investment.

Prospective investors should consider carefully these risk factors in addition to the other information presented in this document. As with all EIS investments there is a risk of total loss of the investment before tax loss rebates. The value of shares can fluctuate and there is no certainty as to any level of dividends or capital gains. The past performance of investments managed by the Manager should not be regarded as an indicator of the future performance of investments made by the Fund.

An investment in the Oxford Technology Approved Knowledge-Intensive Fund (OTKI Q426) should be considered as a long-term investment. By the end of six months after the date of investment if not before, the Manager will seek to have invested all the capital invested in a portfolio of EIS qualifying investments. If necessary, this investment period may be extended to 18 months. However, OTM can make no guarantee that the capital will all have been invested in this way; the actual investments made will depend upon there being suitable investment opportunities in which to invest. *It is worth stating that to date OT has never been short of investments which we deemed to be both interesting and appropriate to our required risk/reward profile.*

There will be no opportunity for investors to sell the shares of investee companies in which the Fund invests under normal circumstances. Investment and disinvestment decisions of the Fund, in respect of the Fund investee companies, are at the absolute and sole discretion of OTM as the AIFM. Once an investment is made in OTKI Q426, it will be locked into the Fund, subject to the limited withdrawal rights noted in clause 15.4 of the Investor's Agreement (see later). The shares beneficially owned by the individual investors in each investee company will be held in a single nominee account (so for administrative purposes, the Fund will be treated as one investor rather than as many), and the Nominee

will usually have the right to vote these shares as a block. The Fund will make investments in early-stage technology companies. Such companies are notoriously high risk and there are many reasons why such companies may fail. The technology may not work as expected. The market for the product may not be as great as hoped. Patents may not be granted or may be disputed. It may be that the market is only prepared to pay a price which makes the business unprofitable. It may be that other and better products are developed and launched by competitors that cause the investee company to fail. It may be that the company is not able to secure managers of sufficient quality.

But it is also the case that investments in early stage technology companies which succeed can offer attractive returns.

It should be noted that the rates of tax, tax benefits and allowances described in this document are based on current and proposed legislation and HM Revenue & Customs practice which may change from time to time and are not guaranteed.

Knowledge-Intensive EIS Funds

HMRC offers generous benefits to investors in EIS qualifying schemes
Namely:

* 30% income tax relief on the initial investment.
* The payment of tax on a capital gain can be deferred where the gain is invested in EIS shares.
* All gains on the sale of shares in an investee company are free of capital gains tax after the shares are owned for three years.
* If the EIS investment fails, investors have the ability to claim loss relief against the net cost of investment.
* EIS investments count towards a £1m IHT-free allowance, above which they enjoy 50% relief, once the shares have been held for two years, and the heirs pay no capital gains tax if these shares are sold.

Example for investment made in 2024/2025:

EIS investment	£10,000
Income tax relief	£3,000
Net cost of investment	£7,000

Capital gains tax (at 24%) deferral £2,400 (So if an investor also has capital gains tax to pay, the net cost of the investment above will be £5,000 in this year, but with £2,400 of capital gains to tax deferral to become due for payment (or further deferral) in the event that the investment is successful and delivers a large cash gain.)

The investor may treat this investment as having been made in the 2024/25 tax year and claim the reliefs in this tax year, or regard it as having been made in the 2023/24 tax year, at his option. If the investment fails, loss relief may be claimed on the £7,000 at the top rate of tax paid by the investor. So, for a 45% taxpayer, the loss relief would be £3,150, (£7,000 = .45) reducing the loss on the investment to £3,850.

EIS Taxation Summary

The Government has recognised that it is vital for the long-term health of the UK economy that entrepreneurs are able to raise capital to start and grow new businesses which will provide wealth and employment in the future.

Under this scheme investors may receive the following tax advantages for investments in EIS allowable schemes of up to £2 million in any tax year, provided the investment in companies that are not knowledge intensive does not exceed £1m.

* 30% relief against income tax on the initial investment.

* Deferment of capital gains tax liability up to the full amount of EIS investment. For these purposes investors have the option to regard the investment as having been made one year earlier than was actually the case (and so in an earlier tax year.)

* Full capital gains tax relief on investments held for a minimum of three years.

* If the investee company fails, *even if had yet to commence trading* but provided it had a clear intention to do so, the EIS scheme allows investors to write off the net amount invested (after deducting any income tax relief obtained on investment) against income tax.

* Business Property Inheritance Tax Relief - after two years the shares count towards a £1m IHT-free allowance, above which they enjoy 50% relief, and the heirs pay capital gains tax only on gains after inheritance.

Investors may use these reliefs in combination. *It is possible to spread the tax relief between the tax year in which the fund closes and the previous tax year.*

The take home message is that the EIS tax reliefs are generous. The government is serious about wishing to encourage investors to invest in early-stage. Please see HMRC documents for full details of EIS tax schemes. Please also note that due to the fees charged, if *all* the investments were to fail even investors with capital gains to pay would make an overall loss.

Personnel

Lucius Cary, founder and managing director of Oxford Technology Management Ltd has been making and managing investments in start-up and early-stage technology companies since 1983. He has made and managed more than 100 such investments through a total of Twelve funds. Full CV, page 13. He has invested personally in OT(S)EIS on four occasions so that he owns shares in all the investee companies.

Andrea Mica who is a shareholder and Director of Oxford Technology Management Ltd, has also specialised in making and managing investments in technology start-up companies and has a good track record of generating substantial capital gains from these investments. Full CV, page 15. He is a personal investor in OT(S)EIS.

Investment Policy

Oxford Technology invests in start-up technology companies, in general within an hour's drive of Oxford and has invested in more than 60 such companies since 2012. OTKI Q426 will invest in a portfolio of 5 of these companies which are now substantially de-risked demonstrating good commercial potential.

The timescales to exits may still be quite long (maybe 5–10 years) but they will be shorter than the timescale at the time of the original investment by Oxford Technology.

Reporting

OTM sends an email report each quarter (Mar, Jun, Sep, Dec) to all investors giving brief details of all the investments in the fund. There is also a schedule for each individual investor with details of exactly how much has been invested on their behalf. The reports will contain valuations prepared by OTM in accordance with EVCA guidelines. The method of valuation will be explained.

An example of the most recent quarterly report for the OT Start-Up Fund may be downloaded from www.oxfordtechnology.com. It is very transparent. There is even a table of all the failures and the losses on these, as well as a table of the exits and the gains on these.

Woodside Corporate Services plc will act as the custodian for clients of OTKI Q426 and maintain the list of shareholders in the Fund and details of the investments held by each investor, and the amount of cash remaining in the fund.

Deal Flow

Oxford Technology has a portfolio of more than 50 KI companies. At any one time maybe 15 or 20 of these will be seeking additional capital to finance their growth. The OTKI Q426 investees will be selected from these companies. OTM knows them and their founders well, having been actively involved since the start. This places us in a good position to know which of them offer the best potential commercial return. have been tax free.

Allocation of Investments

EIS investments will be allocated pro rata to all investors in the Fund, all of which will be to support earlier stage investments made by OT which are developing well. The intention, to the extent that this is mathematically possible, is that each investment made will be allocated pro rata to the capital available for the class of investment to each investor in the Fund at the date the investment is made. But all investors in OTKI Q426 should end up with a portfolio of EIS investments in high risk, but high potential early-stage technology companies. However, this can only ever be an objective – we cannot know in advance how many good EIS investment opportunities there will be.

Staffing, Roles & Responsibilities

Each of the two Managers, Lucius Cary and Andrea Mica are involved in sourcing, evaluating, investing, helping and exiting investments. The two Managers will work closely together, in Henley-on-Thames. Investment decisions will only be made with the approval of both Managers. The two managers are assisted by a team of two analysts. Custodial and Administration functions relating to the register of shareholders in OTKI Q426 will be provided by Woodside Corporate Services Limited.

CVs
Lucius Cary - Curriculum Vitae, February 2025

Born, 15 February 1947. Divorced. Four children.

EDUCATION

1960-65 ETON
Open scholarship to Oxford, won tennis singles, chess team. 10 O levels, 4 A levels (Economics, Maths, Physics, Chemistry). Became OS. Pop.

1965-66 ATOMIC ENERGY RESEARCH ESTABLISHMENT, HARWELL
Student apprentice, industrial scholarship to Oxford. Editor of 'Harwell Apprentice'.

1966-69 TRINITY COLLEGE, OXFORD
Degree in Engineering Science and Economics (Class II)
Played real tennis for university, skied for 2nd team.

1969-71 HARVARD BUSINESS SCHOOL
MBA with distinction. Won squash competition.

Summer 67 STANFORD RESEARCH INSTITUTE, CALIFORNIA
Project in post-attack recovery - how the US should organise its economy in the event of a nuclear attack. I was a small cog in this large research project.

Summer 68 ATOMIC ENERGY RESEARCH ESTABLISHMENT, HARWELL
Project to design a test rig for a target holder able to manipulate and cool a target in a high vacuum in a beam line from the Variable Energy Synchrotron.

Summer 70 USM CORPORATION, BOSTON
Analyst in research department, looking at commercial potential of new processes.

CAREER

1971-72 HANSON TRUST
Adviser to chairman of the Agricultural Division.

1972 – present OXFORD TECHNOLOGY MANAGEMENT LTD
Managing Director
In 1972, I decided to start my own business and experienced at first hand the difficulties of raising capital for a start-up. At the time, I had a student loan to repay and no capital to contribute. Having been turned down by the only two venture capital companies which existed at the time, I eventually raised £26,000 of capital from what today would be called four business angels by means of an advertisement in the Financial Times to found Oxford Technology Management Ltd, of which I have been the Managing Director and majority shareholder ever since. (Originally the company was called Grillcastle Ltd - the shelf company name, but changed its name in 1986 to the then more meaningful Seed Capital Ltd, in 1986, and then to Oxford Technology Management Ltd in 2006.) The original plan was to create a chain of five American Hamburger restaurants in five years (this was before McDonald's had arrived) and then to sell the chain to purchase an engineering company. The initial capital was used to open the first restaurant in Bristol. I did everything myself: cooking, buying food, employing the staff, paying the wages etc. It was hard work – 14 hours per day, 7 days per week. A second was opened in 1975, and a third in 1977. The expansion was financed from internally generated funds, and without bank borrowing. By the time there were three restaurants, I had set up a management structure; each restaurant had its own manager and I had time to spare and an income.

1978 VENTURE CAPITAL REPORT
Managing Director 1978 - March 1996
Chairman March 1996 – Dec 2003

In 1978, I founded Venture Capital Report, in which OTM originally owned 60%, in order to enable entrepreneurs wishing to raise capital to be able to approach several hundred investors simultaneously, rather than just the 10 who had answered my ad in the FT. This represented a diversion from my original plan, but I felt that it would be worthwhile and it quickly came to absorb all my time. I was the managing director for 17 years from 1978 - March 1996 when I became Non-Executive Chairman. The restaurants were sold at a substantial profit in 1980, 1981, and 1984. I sold my shares in VCR in 1995/96 but remained Chairman until 2003.

Mrs Thatcher was a supporter of VCR since she too wished to create a more enterprising culture in the UK, and she used to invite me to Downing Street to meet her various Chancellors during the 1980s.

Through running VCR it became apparent that the projects which were the most difficult to finance were those requiring small sums (£20,000-£40,000) for start-up and early-stage technology companies. Few investors could understand the science, and these businesses were too risky for individuals and too small for institutional investors, but many of them seemed to me worthy of funding. Therefore, I established a seed capital fund, Seedcorn Capital in 1983, with capital provided by the UKP-EA Growth Fund, a larger venture capital company. I ran this in parallel with VCR and the two activities fitted very well together. I have since raised and managed the following Seed Capital Funds which, between them, have made more than 100 investments in start-up and early-stage technology companies:

1983	SEEDCORN CAPITAL LTD	£125,000	5 investments
1986	SEED INVESTMENTS LTD	£375,000	8 investments
1988	SEED INVESTMENTS II LTD	£500,000	11 investments
1991	SEED INVESTMENTS III	£875,000	13 investments
1995	3i-backed fund, known internally as SEED INVESTMENTS IV		3 investments
1997	Oxford Technology Venture Capital Trust	£5m	20 investments
2000	Oxford Technology 2 VCT	£6m	26 investments
2000	Surrey University Seed Fund	£1m	3 investments
2002	Oxford Technology 3 VCT	£5m	23 investments
2004	Oxford Technology 4 VCT	£10m	20 investments
2008	Oxford Technology Enterprise Capital Fund	£30m	20 investments
2012	Oxford Technology Combined SEIS & EIS Fund	£15m	67 investments t*o date*

In almost all cases, the investees are within an hour's drive and Oxford Technology Management gets actively involved to help investees. The scientists may be Nobel laureates, but few of them will have completed a VAT return before, or negotiated a contract with an American company. NB. Many of the investments above are common to more than one fund. So one fund makes the initial investment, and provided it is a good investment opportunity in its own right, a subsequent fund will invest in the same company to support its growth. So Oxford Technology has invested in fewer companies than might be implied by the numbers of investments above.

GENERAL
I was the author of the book ‘The VCR Guide to venture capital in the UK and Europe’, which ran to 10 editions, and also of the book ‘Lucius Cary’s Guide to Raising Capital for the Smaller

Business'. My father made harpsichords as a hobby, and I continue to spend as much time as possible in the workshop. I was awarded an OBE for services to business in 2003.

Sylva Foundation - Trustee

I am a trustee of the Sylva Foundation, a charity founded by Sir Martin and Lady Wood, whose aim is to promote the better management of woodlands and the use of timber in a sustainable way. The foundation has converted a large old agricultural building near Oxford, which is now known as the Wood Centre. This houses several businesses (about 30 staff in total) which work in wood. Sylva also offers teaching for woodworkers - from a weekend "make a canoe paddle' for beginners, to year long courses for woodworking graduates as they embark of their professional careers.

I have made 11 personal investments in OT(S)EIS so that I own shares in all of the investments.

Andrea Mica - Curriculum Vitae, March 2025

DOB: 4 January 1968

Education

1985-1990	**Delft University of Technology**	*MSc in Industrial Design Engineering – specialization in Management of New Product Development*
1990-1991	**State University College of NY at Buffalo**	*Graduate study in Innovation and Creativity*

Career

1991-1992	**Netherlands**	**Innovation Consultant** *Worked with a start-up organization called the National Idea Line. Developed and ran the idea evaluation and development process. Also provided problem solving sessions for Dutch companies and organizations*
1993-1996	**D'Appolonia, Genoa, Italy**	**Project Engineer on European Space Agency Technology Transfer Programme.** *Visited space technology companies, assessed their technologies and promoted them to non-space companies. Involved in setting up licensing arrangements and distributorships. Managed the Spanish consortium partner.*
1996 - 1998	**JRA Aerospace, Marlow**	**Project Engineer on European Space Agency Technology Transfer Programme** *Continued work on the same project, but with a focus on UK and Scandinavia. Dealt with over 100 diverse technologies, mostly engineering but also health related devices. Arranged a Russian Technology match making seminar involving 150 UK companies in London Cardiff and Birmingham.*
1999 - 2003	**CFB, Keronite,**	**Technology Analyst, Director**

	Intellikraft	*Jointly with the founders I selected the technologies in which to invest, and devised strategies for the companies we formed around the technologies. I then acted as business development for the companies, until we had recruited full time staff for each company. I concluded the first deals for Keronite and Intellikraft. I subsequently raised money for Intellikraft and helped establish the company in the UK.*
2004-2005	**Oxford University**	**Enterprise Fellow** *I worked alongside ISIS, concentrating on technologies related to the activities of the University Begbroke Science Park, namely, transport, materials and energy.*
2005-2009	**IP2IPO Plc, IPGroup Plc, Surrey NanoSystems, Acsian, Oxford catalysts, Oxtox Ltd.**	**Physical Science Executive, Partnership Director** *I worked with the university tech transfer offices helping identify and develop businesses based on the technologies available. My role extended beyond creating investible propositions to acting as a director on the board of the companies on behalf of IP Group. I was called in to assess or contribute to physical science technologies from across our partnerships.*
2004 -	**Oxford Creativity**	**Consultant** *Throughout the period I have worked with Oxford Creativity, providing training and technical problem-solving skills to blue chip companies. This usually involves going into companies cold getting to the heart of their technologies and helping them find solutions to problems or spot opportunities that have been eluding them for many years.*
2009	**Royal Society Enterprise Fund**	**Consultant** *I worked part time to help establish procedures and get the first investments analysed and taken through the process. I trained up a young scientist to help run the fund.*
2009-2012	**Surrey University**	**Consultant** *I invested my time in helping to develop and commercialize a new prostate and bladder cancer diagnostic. I established commercial interactions with the top 5 diagnostic companies in the world.*
2009 -2012	**CleanSteel Ltd**	**Co-Founder** *Established CleanSteel with Paul Gunn and set about developing a machine to recycle a waste product from the tyre industry. The technology successfully dealt with the waste stream, but the drop in commodity price rendered the business uneconomical and it was closed down.*
2012 -	**Oxford Technology Management Ltd**	*I am a director of and shareholder in Oxford Technology Management Ltd. I have invested personally in OT(S)EIS*

Track Record

OT(S)EIS made its first investment in 2012 and by January 2025 had made investments in 67 companies. Each quarter, a detailed report is produced for investors which has a page of information on each investee company. While past performance is no guide to future performance, there is no better way of getting a feel for the way OTM works, the type of investments which it makes, and how these investments have done so far, than by reading the most recent of these reports which is downloadable from www.oxfordtechnology.com

Conflict of Interest Policy

OTM has developed the following policy to manage situations of conflict of interest. The largest potential conflict relates to the decision to invest, and the subsequent investment terms, relating to a portfolio company of an earlier OTM managed fund.

1. Conflict will be openly identified and addressed in investment proposals.
2. OTKI Q426 will only invest in earlier OT(S)EIS investments if the investment is considered to be a sensible investment, offering a good risk/reward profile in its own right. Each investment is made on the basis of what is considered to be fair value at the time of the investment, and in most cases, there are also new investors investing at the same time and so validating the valuation.
3. There will be a written or email record of the situation giving the justification for the investment for auditing.

Notices in Accordance with HMRC Guidelines for Approved Knowledge-Intensive Funds

1. The Manager does not permit participants to end their participation in the Fund. Shares held through participation in the Fund may only be sold in the event of an exit.
2. Participants are not allowed to instruct that particular shares should be sold on their behalf.
3. If the Manager issues a prospectus for a new Approved Knowledge-Intensive Fund while already managing such a fund, the new fund shall not close until the earlier fund has been invested to the extent of 50% of its capital.
4. Under section 251 ITA, if the fund has:
    - invested 50% of its capital within 12 months of the date the fund closed,
    - invested 90% of its capital within 24 months of the date the fund closed,
    - within that 24 month period at least 80% of the fund's capital has been invested in the shares of companies that were knowledge-intensive at the time the shares were issued, and
    - provided certain information to HMRC (see paragraph 22 of the HMRC guidelines)

    then the investments are to be treated as made in the year in which the fund closed, even if they were actually made in a later year. Investors may also elect under section 158(4) ITA to treat some or all of their investments as made in the year prior to that in which the fund closed.

5. If it is not possible to certify that the conditions have been met within 24 months of the date when the fund closed, OTM will seek guidance from HMRC.
6. The Manager may arrange to exclude practising accountants or other professional persons from any investment which their professional rules prevent them from making. Any amounts not invested for this reason should be returned to the participants concerned and not used to increase their share of other fund investments.
7. Any option for the Manager (the person or persons responsible for the management of an approved investment fund) to subscribe on his or her own behalf for the shares of a company in which an investment has been made through the fund should not be capable of assignment, except to employees of the Manager, until 3 years have elapsed since it was made.
8. After the Fund closes, the Manager will invest the Fund's capital through a series of investments in private companies. Following each investment, the company in question will issue shares, after which the Manager will seek EIS approval for the investment from HMRC through the exchange of forms EIS1, EIS2, and EIS3. When the Manager has invested more than 90% of the Fund's capital and obtained a form EIS3 for each investment, the Manager will request approval from HMRC to distribute a form EIS5 to each participant in the Fund.

   A participant may use their form EIS5 to claim income tax relief and capital gains tax deferral relief in accordance with the rules and time limits set out in the HMRC Venture Capital Schemes Manual VCM10000.

Appendix 1: Investment Management Agreement

This Agreement sets out the relationship between the Investor and OTM (as AIFM to the Fund) in respect of the Investor's application to invest through The Oxford Technology Approved Knowledge-Intensive Enterprise Investment Scheme Fund (OTKI Q426) in a portfolio of EIS Qualifying Companies. Upon acceptance by the Manager of a duly completed and signed Application Form, Investors appoint any director of the Manager to execute the Agreement on their behalf. It will constitute a binding agreement between the Investor and the Manager in respect of the Manager's discretionary portfolio investment management of the assets of the Investor's that form part of the Fund.

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

the Act Financial Services and Markets Act 2000;

Alternative Investment Fund Manager (AIFM) - Oxford Technology Management Ltd, which is authorised and regulated by the FCA as a Small Authorised UK AIFM (Sub-Threshold)

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 Investor in the form provided by the Manager;

Appropriate Cash Retention in respect of the Fund, a retention of cash to meet fees, costs and expenses of the Fund as determined to be appropriate by the Fund Manager;

Closing Date the date after which no further investments in the present round of the Fund can be received;

Cost of Investments in respect of the Fund, the amounts of the Subscriptions which are invested in Investments for the Fund (i.e. not including any fees, expenses or commissions which are deducted from Subscriptions or any cash of the Fund);

Custodian means Woodside Corporate Services Limited;

Custodian Agreement means the agreement between the Manager and the Custodian, by which the Custodian will provide custodian and administration services to the Manager and, through it, to the Investors in relation to their Investments through the Fund;

EIS the Enterprise Investment Scheme as set out in the Taxes Act;

EIS Qualifying Company a company which is a qualifying company for the purposes of EIS;

EIS Relief from income tax, and deferral of capital gains tax under EIS;

FCA Financial Conduct Authority;

FCA Rules means the rules contained in the FCA Handbook of Rules and Guidance;

Fund The Oxford Technology Approved Knowledge-Intensive EIS Fund (OTKI Q426). An internally managed Alternative Investment Fund, within the FCA definition of Alternative Investment Fund, but without a separate legal personality which will make investments on behalf of investors in a portfolio of EIS Qualifying Companies;

Initial Charges and Set up Costs in respect of the Fund, any charges, fees, commissions and expenses which accrue in the course of establishing the Fund until the closing date of the Fund;

Investee Companies are EIS Qualifying companies in which the Fund will invest;

Investment an investment acquired by the Manager on behalf of investors through the Fund;

Investment Objective the investment objective for the Fund as set out in Investment Policy on page 12 of this Information Memorandum;

Investor a person whose Application Form is accepted to the complete satisfaction of Woodside Corporate Services Limited (as OTM) and who becomes an investor in the Fund;

IPO Initial Public Offer;

Launch Period in respect of the Fund, the period from launch of the Fund to the first Closing Date;

Manager Oxford Technology Management Limited, which is authorised and regulated by the FCA as a Small Authorised UK AIFM (Sub-Threshold), who is authorised and undertakes the management activities (including investment management activities) for the internally managed AIF (the Fund), or such other FCA authorised manager as may be appointed;

Nominee means WCS Nominees Limited or such other nominee as may be appointed by the Custodian from time to time to be the registered holder of Investments;

Non-Readily Realisable Investments means investments which cannot be easily realised and which may also be difficult to price;

Portfolio means (a) an Investor's Subscription; plus (b) all the investments made through the Fund which are allotted to the Subscription; plus (c) all income and capital profits arising from such investments.

Readily Realisable Investment a Government or public security denominated in the currency of its issuer or any other security which is:

- admitted to official listing on an exchange in an EEA State,
- regularly traded on or under the rules of such an exchange, or
- regularly traded on or under the rules of a recognised investment exchange or (except in relation to unsolicited real time financial promotions) designated investment exchange,
- or a newly issued security which can reasonably be expected to fall within the categories above when it begins to be traded, but for the avoidance of doubt excluding any security which is traded on AIM, Plus Markets (formerly OFEX) or ShareMark or is unquoted;

Services the services provided under Clause 4 of this Agreement;

Set Portfolios created from Subscriptions accepted by the Manager on or before the same Closing Date;

Subscription a subscription to the Fund 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; and

Taxes Act the Income Tax Act 2007.

1.2 Words and expressions defined in the FCA Rules which are not otherwise defined in this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.

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

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

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

2. Investing through the Fund

2.1 By signing the declaration contained in the Application Form, the Investor agrees to be bound by the terms and conditions of this Agreement.

2.2 This Agreement enables the Investor to invest in the Fund for which the Investor submits a valid Application Form which is accepted by the Manager, with related Subscriptions. The Manager will inform the Investor of the launch and the relevant Launch Period for the Fund and will provide an Application Form in respect of the Fund which a prospective Investor should complete if s/he wishes to invest in the Fund.

2.3 In respect of the Fund for which the Investor submits an Application Form which is accepted together with the Investor's Subscription(s), the Investor hereby appoints the Manager to fulfil its role in managing the Portfolio for the Investor on the terms set out in this Agreement. The Manager agrees to accept its appointment and obligations on the terms set out in this Agreement. The Investor hereby appoints the Custodian and the Nominee, through the agency of the Manager, to act respectively as administrator and nominee to the Fund on the terms of this Agreement and, as agent for these purposes, the Manager accepts such appointments on their behalf.

2.4 If an application is completed but not accepted by the Manager, the Manager will promptly inform the Investor and return the subscription(s) enclosed with the Application Form. The Manager may refuse an application on any grounds and shall not be obliged to explain the reasons for refusal.

2.5 The Manager is regulated by the FCA in the conduct of investment business in the United Kingdom. The Investor confirms to the Manager that the Manager has classified the Investor as a high net worth individual or self-certified sophisticated investor (within the meaning of the FCA's Rules) with respect to his/her Portfolio.

2.6 The Manager may provide the Services to the Investor on the basis that s/he is a high net worth individual or self-certified sophisticated investor.

2.6.1 The Manager undertakes an adequate assessment of the expertise, experience and knowledge of the Investor that gives reasonable assurance, in the light of the nature of the transactions or services envisaged, that the Investor is capable of making his/her own investment decisions and undertaking the risks involved;

2.6.2 the Manager has given the Investor a clear written warning of the protections and investor compensation rights the Investor may lose; and

2.6.3 the Investor has stated in writing, in a separate document from this Agreement, that s/he is aware of the consequences of losing such protections and completed categorisation form as High Net Worth Individual or Self-certified Sophisticated Investor. Such statements are contained in the Application Form.

2.7 If the Investor has been advised by an authorised intermediary who is able to advise on EIS investments and who completes the Adviser & AML certificate within the Application Form, the Investor will be treated as having satisfied the above criteria. However, if the Investor has applied directly, s/he will have to complete the Investor & AML Certificate within the Application Form. The Manager will keep the information provided by the Investor confidential but it is important to

categorise the Investor as a high net worth individual or self-certified sophisticated investor as required by the FCA. An application to the Fund will only be accepted from an Investor who has been categorised by the Manager as a high net worth individual or self-certified sophisticated investor as persons who do not meet these categorisations will not be able to avail of the relevant exemptions under the Financial Promotion Orders (Financial Promotions Order **(**namely, the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (SI 2005/1529) and the FSMA 2000 (Promotions of Collective Investment Schemes) (Exemptions) Order 2001) to enable them to receive this document, the Fund Prospectus and the Application Form.

2.8 Under the terms of this Agreement, the Investor has the right to cancel the product or service to which this Agreement applies, for a period of up to 14 days from the day on which the Manager accepts the Investor's Application Form. In order to cancel the product or service the Investor must ensure that their written instructions to cancel are dispatched to the Custodian before the expiry of the 14 day cancellation period. In the event of cancellation, the Investor may be required to pay for any services the Fund Providers have actually provided (which may include re-registration and commission charges) based on the fees and expenses in respect of the Fund, set out in Schedule 2.

3. Subscriptions

3.1 In respect of the Fund:

(a) The Investor shall make a Subscription of not less than £20,000, to be invested by the Manager within 6 months of the Closing Date (extendable to 18 months if necessary). The maximum permitted investment in the fund is £1m per annum.

(b) Until the announced Closing Date, the Fund will remain open and the Investor may make further Subscriptions to the Fund up to a maximum of £1m per annum.

3.2 This Agreement shall terminate only pursuant to Clause 15.

3.3 The Custodian shall deposit Subscriptions received in a client account pursuant to Clause 7 pending their investment.

4. Services

4.1 The Manager will manage the Fund as from the first Closing Date on the terms set out in this Agreement. The Manager will exercise all 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 including in particular the negotiation and execution of agreements and ancillary documentation relating to Investments.

4.2 The Manager will arrange for the Custodian to provide safe custody and administration services for the benefit of the Investors in relation to Portfolio Investments and un-invested cash on the terms and conditions set out in the Custodian Agreement.

4.3 The Manager will arrange for the provision of nominee services in relation to the holding of Investee Company shares.

4.4 The Investor hereby authorizes the Manager (and grants to the Manager a power of attorney) to act on the Investor's behalf and in the Investor's name to negotiate, agree and do all such acts, transactions, agreements and deeds as the Manager may deem necessary or desirable for the purposes of managing the Investor's Portfolio including making, managing and disposing of Investments and this authority and power of attorney shall be irrevocable and shall survive and shall not be affected by the Investor's subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution. This authority and power of attorney subject to clause 7.6 will terminate on the Investor's complete withdrawal from the Fund.

5. Investment Objectives and Restrictions

5.1 In performing its respective Services, the Manager shall have regard to and shall comply with the Investment Policy set out on page 12 of the Information Memorandum and in Schedule 1 to this Agreement.

5.2 In performing its Services, the Manager shall, at all times have regard to:

(a) the need for the Fund to attract the Tax Advantages, and

(b) all Applicable Laws;

5.3 Generally, the Manager reserves the right to return un-invested cash at the end of 18 months, if it concludes that it cannot be properly invested for the Investor and it considers it to be in the best interests of the Investor having regard to availability of EIS Relief for the Investor.

5.4 All proceeds arising from the sale of shares in companies which have been investees of the Fund will be paid directly to the investors after the deduction of any unpaid fees or performance fee payments which may be due.

6. Terms Applicable to Dealing

6.1 The Investor acknowledges that the Portfolio will be invested largely or wholly in a range of unquoted securities for which there is no relevant market or exchange. Transactions in shares of such securities will be effected on the best commercial terms which can be secured by the Manager. In effecting transactions for the Fund, the Manager will act in accordance with the FCA Rules.

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

(a) if there is any conflict between the provisions of this Agreement and any such rules, customs or Applicable Laws, the latter shall prevail; and

(b) action may be taken as thought fit, in order to ensure compliance to any such rules, customs or Applicable Laws.

6.3 Subject to the FCA Rules, transactions for the Portfolio may be aggregated with those of other customers, and of the Fund Providers' employees and associates and their employees. In particular, but without prejudice to the generality of the foregoing, the transactions in Investments for Investors in the Fund will be aggregated. Investments made pursuant to such transactions will be allocated on a fair and reasonable basis in accordance with the FCA Rules and endeavours will be made to ensure that the aggregation will work to the advantage of each of the investors, including the Investor, but the Investor acknowledges that the effect of aggregation may work on some occasions to the Investor's disadvantage.

6.4 When the Manager proposes making an investment in an Investee Company for a particular Investor and on behalf of one or more other Investors, the Manager will use all reasonable endeavours to procure that the number of shares in the relevant Investee Company to be subscribed as an investment for the said Investor's Portfolio shall, as nearly as possible, be in the proportion which the said Investor's Subscriptions bears to the total Subscriptions by all other Fund Investors. This will, however, depend on matters such as:

6.4.1 variations to prevent Investors having fractions of shares: entitlements to shares will be to the nearest whole share rounded down and the aggregate of fractional entitlements may be held by the Nominee for the Fund Manager; and

6.4.2 if one or more of the Fund's Investors notifies the Manager that s/he is an accountant, lawyer or other professional person who is subject to professional rules preventing them from making an investment in a particular Investee Company, then the number of shares provisionally allocated to that Investor or Investors shall not be acquired for any of their Portfolios in the Fund.

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

7. Custody

7.1 The Manager shall arrange for the Custodian to provide services for the safekeeping of Investments, through the Nominee, and cash in the Fund, including cash from subscriptions to the Fund and cash from the sale of shares in Investee companies of the Fund. The Custodian will be responsible for the provision of such Services to the Manager and/or to the Investors, on behalf of the Investors in the Fund on the terms and conditions set out in the Custodian Agreement.

7.2 Investments will be registered in the name of the Nominee and the Nominee will be the legal owner of the Investments but all such Investee Company shares in the Investor's Portfolios will be beneficially owned by the Investor at all times. The Nominee will not carry on any activity with regard to Portfolio investments except as instructed by the Manager. The Investor confirms that:

7.2.1 The Nominee's and the Custodian's duties shall be solely of a mechanical and administrative nature, acting in accordance with all reasonable and lawful instructions of the Manager and the Investor, from time to time, concerning the Investments;

7.2.2 the Nominee and the Custodian shall be in all cases fully protected in acting, or refraining from acting under the Fund and with regard to the Investee Companies, in accordance with written instructions from the Fund Manager or the Investor;

7.2.3 the Nominee and the Custodian shall not be under liability or responsibility to the Manager or the Investor arising out of or in relation to any failure or delay in performance of breach by any Investee Company of any of their respective obligations pursuant to the Fund's investment in them;

7.2.4 the Nominee and Custodian shall not be obliged to take any steps to ascertain whether any default has occurred under or pursuant to this Agreement or with regard to any Investee Company investment. The Custodian shall be entitled to assume that no such event has occurred and that each person is performing their obligations under this Agreement and with regard to the Investee Company investment until an officer of the Custodian acting in connection with this Agreement shall have actual knowledge or received express notice to the contrary in their capacity as the Investor's agent. In such circumstances, the Custodian shall promptly inform the Manager and the Investor.

7.3 The Custodian may deliver or accept delivery of certificates and/or CREST balances on behalf of the Nominee. The Custodian accepts responsibility for holdings in the name of the Nominee and for the acts and omissions of the Nominee. The interests of an Investor are created or extinguished when the said Investor makes acquisitions or disposals in accordance with this Agreement.

7.4 Investments or title documents may not be lent to a third party and nor may there be any borrowing against the security of the Investments or such documents.

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

7.6 The Custodian will arrange for the Investor to receive details of any meetings of Investors in Investments and any other information issued to Investors in Investments if the Investor at any time in writing requests such details and information (either specifically in relation to a particular

Investment or generally in respect of all Investments). Upon the application of the Manager to the Custodian, the Nominee may (but is not obliged to) appoint the Manager as its proxy to vote at such a meeting. In the case of variations in the share capital, receipts of a notice of conversion or a proposal to wind-up, amalgamate or takeover a company whose Investments are held for an Investor:
- A bonus or capitalisation issue will be automatically credited to the Investor's holding;
- Otherwise (where appropriate) the Manager will be sent 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 Manager, the Nominee will allow the rights to lapse. Lapsed proceeds in excess of £3 will be credited to the Portfolio. Sums less than this will be retained for the benefit of the Custodian;
- All offers will be accepted upon going unconditional. Entitlement to shares will be to the nearest whole share, rounded up or down, and the aggregate of fractional entitlements may be held by the Nominee for the Custodian.

7.7 Where applicable, the Investor is responsible for complying with all requirements of the Takeover Code as a holder of Investee Company shares, including obligations to notify the FCA and the Takeover Panel of dealings in relevant shares during a takeover or merger.

7.8 Cash subscribed by the Investor will be held in accordance with the Client Money Rules of the FCA. Such cash balance will be deposited with an authorised banking institution in the name of the Custodian and with customer trust status, together with cash balances belonging to other customers of the Custodian. The mandate for the operation of that account shall be jointly held by the Manager and the Custodian. 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 Custodian under the Investor's Agreement;
or in respect of the settlement of Investments.

Share dividends shall be receivable under this Agreement only in cash.

7.9 The Investor confirms that in no event shall an Investment counterparty dealing with the Manager or Nominee with respect to any document signed or action undertaken for or on behalf of the Investor in accordance with this Agreement be obliged to inquire into the necessity or expediency of any act or action of the Investor, the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Investor or any act or failure to act by the Investor or as to any other matter whatsoever involving the Investor. The Investor declares that a person who deals with the Custodian and the Manager in good faith may accept a written statement signed by the Custodian or the Manager to the effect that their appointment as such hereunder has not been revoked as conclusive evidence of that fact.

8. Reports and Information

8.1 The Manager shall send the Investor an email report every three months (to be emailed soon after 5 April (tax year end), 30 June, 30 September and 31 December), giving details of the new investments made by the Fund and brief progress reports on existing Investee Companies. In many cases there may be limited or even no financial information since such information might be confidential and commercially sensitive, so that to disclose it to a wide audience (and there will be many Investors in the Fund) would be contrary to the best interests of the Investee Company and so contrary to the best interests of the Investors in the Fund. But the intention of the reports will be to give a true and fair report on the progress or lack of progress of Investee Companies and to give as much financial and other information as may reasonably be provided. As and when this becomes appropriate, the reports will include true and fair valuations for the Investee Companies. But Investors should note that valuing start-up and early-stage technology companies some of which may be developing their technology and may not yet have made any sales is notoriously difficult. The reports will also provide a portfolio valuation for each Investor.

8.2 Written Communication. The manager will send the forms necessary for investors to claim their EIS tax reliefs as soon as it obtains these forms from HMRC and completes them with the necessary information.

8.2.1 The annual written communication (or the quarterly reports) will contain statement of the number of EIS qualifying shares held by each Investor in each EIS qualifying company, the price paid per share and the total sum invested and the date of the Investment.

8.2.2 The reports will also contain details of any EIS Investments which have failed, together with such documentary evidence as may be necessary to enable Investors to claim the relevant tax reliefs, when this becomes available.

8.2.4 Details of any distributions by the Fund to Investors during the relevant tax year, including details of proceeds from the sale of shares, dividends and/or any other payments.

8.3 Where relevant, Contract Notes will be provided for each transaction for the Investor's Portfolio.

8.4 The Manager and the Custodian 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.

9. Fees and Expenses

The Manager and the Custodian shall receive fees for their respective Services, and reimbursements of costs and expenses, as set out on page 8.

10. Management and administration obligations

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

10.2 Except as disclosed in any Information Memorandum issued in relation to the Fund and as otherwise provided in this Agreement (for example on early termination), the Manager and the Custodian shall not take any action which may prejudice the tax position of the Investor insofar as they are aware of the relevant circumstances, and in particular which may prejudice obtaining the Tax Advantages for the Fund Investments.

11. Obligations of the Investor

11.1 The Portfolio established by this Agreement is set up on the basis of the declaration made by the Investor in their Application Form which includes the following statements by the Investor in relation to their subscription to the Fund:

(a) that the Investor wishes to seek EIS Relief for the Investments;

(b) that the Investor agrees to notify the Manager if any Investment by the Fund in any company is in a company with which the Investor is connected within section 163 and 166 to 177 and Part 5A of the Taxes Act, in which case, the Investor's Investment in such company will be redistributed across all other Investors as equitably as practically possible, and an equivalent cash amount will be recredited to the Investor's Fund Portfolio;

(c) that the Investor agrees to notify the Manager if, within three years of the date of issue of shares in an EIS Qualifying Company which are an Investment, the Investor becomes connected with the company or receives value from such company; and

(d) the Investor's tax district, tax reference number and National Insurance number.

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

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

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

12. Delegation and Assignment

The Manager and the Custodian may employ agents including Associates to perform 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 Provider under the terms of this Agreement.

13. Potential Conflicts of Interest and Disclosure

13.1 The Manager and the Custodian may provide similar services or any other services whatsoever to any customer and neither the Manager nor the Custodian shall in any circumstance be required to account to the Investor for any profits earned in connection therewith. So far as is deemed practicable by the Manager or Administrator, the Manager or the Administrator will use all reasonable endeavours to ensure fair treatment as between the Investor and such customers in compliance with the FCA Rules. The Manager is the manager of various other funds including the four Oxford Technology VCTs, and the Oxford Technology (S) EIS Fund. The Manager will continue to fulfil its duties in relation to these earlier funds and, subject to the Applicable Laws, may establish further funds of any nature at any time in the future.

13.2 The Manager, and any Associate may, subject to FCA Rules, and without prior reference to the Investor, recommend 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. Neither the Manager, 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. For example, such potential conflicting interests or duties may arise because:

13.2.1 the Manager or an Associate may receive remuneration or other benefits by reason of acting in corporate finance or similar transactions involving companies whose securities are for the Investor;

13.2.2 the Manager may take an equity stake in a company whose securities are held for the Investor at a price not below the issue price available to the Investor (and subject to Clause 6.7), provided however, that the Manager's entitlement to the performance fee described in Schedule 2 may be structured by way of shares in Investee Companies subscribed at a price which is less than the issue price to the Investor;

13.2.3 the Manager or an Associate provides investment services for other customers;

13.2.4 any of the Manager's directors or employees, or those of an Associate, is or may become a director of, holds or deals in securities of, or is otherwise interested in any company whose securities are held or dealt in on behalf of the Investor;

13.2.5 the transaction is in securities issued by an Associate or the customer of an Associate;

13.2.6 the transaction is in relation to an Investment in respect of which it or an Associate may benefit from a commission or fee payable otherwise than by the Investor and/or it or an Associate may also be remunerated by the counterparty to any such transaction;

13.2.7 the Manager deals on behalf of the Investor with an Associate;

13.2.8 the Manager may act as agent for the Investor in relation to the transaction in which it is also acting as agent for the account of other customers and Associates;

13.2.9 the Manager may, in exceptional circumstances, deal in investments as principal in respect of a transaction for the Investor;

13.2.10 the Manager may have regard, in exercising its management discretion, to the relative performance of other funds under its management;

13.2.11 the Manager may effect transactions involving placings and/or new issues with an Associate who may be acting as principal or receiving agent's commission. The Manager or an Associate may retain any agent's commission or discount or other benefit (including directors' fees) that accrues to them; or

12.2.12 the transaction is in the securities of a company for which the Manager or an Associate has underwritten, managed or arranged an issue within the period of 12 months before the date of the transaction.

14. Liability

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

14.2 The Manager shall not be liable for any loss to the Investor arising from any investment decision made in accordance with the Investment Objective 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 Manager or of its Associates or any of their respective employees.

14.3 The Manager has agreed with the Custodian pursuant to the Custodian Agreement that the Custodian accepts responsibility for the holdings of Investments in the name of the Nominee and for the acts and omissions of the Nominee, provided however, that the Custodian shall not be liable for any loss to the Investor arising from any action it takes in accordance with this Agreement or the Custodian Agreement, except to the extent that such loss is directly due to the negligence or wilful default of the Custodian, the Nominee or any of their employees.

14.4 The Manager shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity which holds money, investments or documents of title for the Fund, other than such party which is its Associate. The Nominee shall not be liable for any defaults of any bank which holds money for the Fund.

14.5 In the event of any failure, interruption or delay in the performance of a Fund Provider'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 Manager and the Custodian shall not be liable or have any responsibility of any kind to any loss or damage thereby incurred or suffered by the Investor.

14.6 Neither the Manager nor the Custodian give any representations or warranty as to the performance of the Portfolio. The Investor acknowledges that EIS Investments in technology companies are particularly high-risk Investments, being Non-Readily Realisable Investments. There is a restricted market for such Investments and it may therefore be difficult to sell the Investments or to obtain reliable information about their value. The Investor undertakes that s/he has considered the suitability of investment in such EIS Investments carefully and has noted the risk warnings set out in the Information Memorandum about the Funds.

15. Termination

15.1 The Manager shall seek to sell the shares in the Investee Companies as and when suitable exit opportunities occur. The aim will be to exit from as many Investee Companies as possible as soon as possible subject to the three-year minimum holding period for EIS investments, and ideally to have exited from everything within ten years from the Closing Date of the Fund. However, exits cannot be guaranteed. In general, if one seeks to sell shares in an unquoted company when there is not a natural exit event, such as flotation on a Stock Market or the sale of the company to a larger company (a trade sale), then one is likely to be offered a very low price for the shares. Therefore, there will be no definite termination date set in advance for the Fund, since such a termination date might force the Manager to make exits which might not be in the best interests of the Investors.

15.2 However, in cases where companies appear to have little prospect of becoming valuable, it may sometimes be sensible to sell the shares for very little or even for zero value, to enable Investors to claim the additional EIS tax relief which might then become claimable. The Investor acknowledges that there can be no guarantee as to the performance and value of Investments or the achievability or timings of realisations.

15.3 At some point in the future, which may be within ten years or longer of the start date, a termination date of the Fund will be set and the Investors will be informed. On termination of the Fund, all shares held in the Portfolio will either be sold and cash transferred to the Investor and/or the shares will be transferred into the Investor's name or as the Investor may otherwise direct.

15.4 An Investor is entitled to make withdrawals of shares in their Portfolio at any time after the end of the period of seven years beginning with the date on which the shares in question were issued. The Manager will have a lien on all assets being withdrawn or distributed from the Fund and shall be entitled to dispose of some or all of the same and apply the proceeds in discharging an Investor's liability to the 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 an Investor. An Investor is not otherwise entitled to make withdrawals from the Fund save in the event that the Investor's Agreement is terminated.

15.5 If:

(a) the Manager gives to the Investor not less than three months' written notice of its intention to terminate its role as Manager under this Agreement, or

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

16. Consequences of Termination

16.1 On termination of this Agreement pursuant to Clause 15, the Manager will use reasonable endeavours to complete all transactions in progress at termination expeditiously on the basis set out in this Agreement.

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

16.3 On termination, the Manager and the Custodian 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 Clause 9 of this Agreement, the details of which are set out in schedule 2 below.

17. Confidential Information

17.1 Neither the Manager, the Custodian or the Investor shall disclose to third parties or take into consideration for purposes unrelated to the Fund information either:

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

17.1.2 which comes to the notice of an employee, officer or agent of a Fund Manager or of any Associate but does not come to the actual notice of the individual employees, officer or agent of the Manager or the Custodian providing services under this Agreement to the Investor.

17.2 The Manager and the Custodian will at all times keep confidential all information acquired in consequence of the Agreement, except for information which

(a) is public knowledge; or
(b) which may be entitled or bound to be disclosed under compulsion of law; or
(c) is requested by regulatory agencies; or
(d) is given to their professional advisers where reasonably necessary for the performance of their professional services; or
(e) is authorised to be disclosed by the other party,

and shall use all reasonable endeavours to prevent any breach of this sub-clause.

18. Complaints and compensation

18.1 The Manager and Custodian have established procedures in accordance with the FCA Rules for consideration of complaints. Details of these procedures are available from them on request. Should an Investor have a complaint, they should contact either the Manager or Custodian. If the Manager or Custodian cannot resolve the complaint to the satisfaction of the Investor, the Investor may be entitled to refer it to the Financial Ombudsman Service.

19. Notices, Instructions and Communications

19.1 Notices of instructions to the Manager and the Custodian should be in writing and signed by the Investor, except as otherwise specifically indicated.

19.2 The Manager and the Custodian 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.

20. Unsolicited real time financial promotion

The Manager may communicate an unsolicited real time financial promotion (i.e. interactive communications such as a telephone call promoting EIS Qualifying Company investments) to the Investor.

21. Amendments

The Manager may amend these terms and conditions in this Agreement by giving the Investor not less than ten business days' written notice. The Manager 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 or in order to comply with the FCA Rules, and the Investor shall be bound thereby.

22. Data Protection

All data which the Investor provides to the Manager and the Custodian are held by them subject to the Data Protection Act 1998. The Investor agrees that the Manager and the Custodian 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 to the FCA and any regulatory authority which regulates them and in accordance with all other Applicable Laws.

23. Entire Agreement

This Agreement, together with the Application Form, comprises the entire agreement of the Fund Providers with the Investor relating to the provision of the Services.

24. Rights of Third Parties

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

25. Severability

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

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.

Schedule 1: Investment Objective and Restrictions of the Fund

Investment Objective of the Fund

OTKI Q426 will invest in companies in which OT(S)EIS has already invested. These will be early-stage technology companies, in general within an hour's drive of Oxford and which are developing well. All will be qualifying companies for EIS purposes. Oxford Technology Management ("**OTM**") is based in Henley-on-Thames, and the reason for the geographical constraint is that OTM is actively involved with Investee Companies to help them to succeed. Usually technology start-up companies are created to exploit a new invention, often developed in a university. Usually the scientists who made the invention will be actively involved in the company, often leaving academia to become involved full-time with the new company. But although these scientists may be brilliant, and future Nobel laureates, they will probably not have had much experience in operating a business. So, especially in the early days, and while the key decisions about business strategy and pricing policy etc. are being taken, OTM will be actively involved to help. Experience has shown that such help can be given much more effectively by having short but frequent meetings, in some cases maybe once each week. By having frequent face to face meetings issues can be discussed and in many cases concerns dealt with before they become problems. If the managers of OTKI Q426 are not able to address a particular issue themselves, it is likely that they will know someone locally who can.

As companies grow and develop, so they will recruit specialist staff, and after a few years, those that do well will have recruited specialists in all the key functional areas required. OTM is likely to be involved to help with the selection of key staff.

As the number and quality of staff in a company increases, so OTM is likely to be relatively less involved, but will continue to monitor the Investment and to be available to help when help is required.

The objective of all Investments will be to make a large capital gain for investors in the event that the company achieves its business plan.

Investment Restrictions for the Fund

1. Each Investment shall be in a company into which the Manager has conducted appropriate investigations in order to establish whether it is a suitable potential Investee Company and in respect of which the Manager subsequently decides to invest.

2. In carrying out its duties hereunder in respect of the Fund, regard shall be had, and all reasonable steps taken, to comply with such policies or restrictions as are required to attract EIS Relief as may be prescribed by HM Revenue & Customs from time to time.

3. In particular, but without prejudice to the generality of the above statements, the restrictions for the Fund are as follows:

(a) Each Investment shall be in shares of an EIS Qualifying Company.

(b) Generally, at the end of two years, the Manager reserves the right to return uninvested cash if it concludes that it cannot be properly invested for the Investor, and considers it to be in the interests of the Investor, having regard to EIS Relief for the Investor.

(c) The Fund shall not invest in excess of 30% of the Subscriptions less Initial Charges and Set up Costs in any one EIS Qualifying Company.

4. The Investor acknowledges that the Portfolio will include non-Readily Realisable Investments, that there is a restricted market for such Investments and that it may therefore be difficult to deal in the Investments or to obtain reliable information about their value.

There are three documents which relate to OTKI Q426

1. **Information Memorandum**
2. **Application Pack**
3. **Prospectus**

All may be downloaded from www.oxfordtechnology.com

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