

THIS PROSPECTUS IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take you are recommended to seek your own financial advice immediately from your stockbroker, bank, solicitor, accountant or other independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (the "FSMA") if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

This document comprises a prospectus relating to Smithson Investment Trust plc (the "Company") in connection with the issue of Ordinary Shares, prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 73A of FSMA. This Prospectus has been approved by the Financial Conduct Authority and has been filed with the Financial Conduct Authority in accordance with Rule 3.2 of the Prospectus Rules.

The Ordinary Shares are only suitable for investors: (i) who understand and are willing to assume the potential risks of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Ordinary Shares is part of a diversified investment programme; and (iii) who fully understand and are willing to assume the risks involved in such an investment. If you are in any doubt about the contents of this Prospectus, you should consult your accountant, legal or professional adviser or financial adviser.

The Company and each of the Directors, whose names appear on page 36 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Prospective investors should read the entire Prospectus and, in particular, the section headed "Risk Factors" when considering an investment in the Company.

Smithson Investment Trust plc

(incorporated and registered in England and Wales with number 11517636 and registered as an investment company under section 833 of the Companies Act 2006)

Initial Placing, Intermediaries Offer and Offer for Subscription of up to 25 million Ordinary Shares at an Issue Price of £10 per Ordinary Share ¹

and

Placing Programme of up to 45 million Ordinary Shares (inclusive of any Ordinary Shares issued pursuant to the Initial Placing, Intermediaries Offer and Offer for Subscription)

and

Admission to the premium segment of the Official List and trading on the London Stock Exchange's Main Market for listed securities

Sponsor and broker
Investec Bank plc

Application will be made for the Ordinary Shares to be admitted to listing on the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that Initial Admission will become effective and that unconditional dealings in the Ordinary Shares will commence at 8.00 a.m. on 19 October 2018 in respect of the Initial Issue. Dealings on the London Stock Exchange before Initial Admission will only be settled if Initial Admission takes place. All dealings in Ordinary Shares prior to the commencement of unconditional dealings will be at the sole risk of the parties concerned. The Ordinary Shares are not dealt in on any other recognised investment exchange and no other such applications have been made or are currently expected.

The Offer for Subscription will remain open until 1 p.m. on 12 October 2018. The application procedure for persons wishing to participate in the Offer for Subscription is set out in the paragraph headed "The Offer" on page 58 of this Prospectus and in the Application Form. To be valid, Application Forms must be completed and returned with the appropriate remittance by post (or by hand during normal business hours) to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU (in the case of Paper Application Forms) or submitted (in the case of Online Applications) as soon as possible and, in any event, no later than 1 p.m. on 12 October 2018. Applicants participating through an Intermediary should refer to the paragraph entitled "Intermediaries" in the Important Information section of this Prospectus.

The Ordinary Shares have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws or with any securities regulatory authority of any state or other jurisdiction of the United States. The Company has not been, and will not be, registered under the US Investment Company Act of 1940, as amended. Accordingly, the Ordinary Shares may not be offered, sold, taken up, exercised, resold, transferred or delivered, directly or indirectly, into or within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). The Ordinary Shares are being offered and

sold solely outside the United States to non-US Persons (as defined in Regulation S) in "offshore transactions" as defined in and pursuant to Regulation S. There will be no public offer of securities in the United States.

The Ordinary Shares have not been, and will not be, registered under the securities laws or with any securities regulatory authority of any province or territory of any member state of the EEA (other than the United Kingdom and the Republic of Ireland (and may not be registered in the Republic of Ireland on or after 29 March 2019)), Canada, Australia, the Republic of South Africa or Japan. Subject to certain exceptions, the Ordinary Shares may not, directly or indirectly, be offered, sold, taken up or delivered in, into or from any member state of the EEA (other than the United Kingdom and (prior to 29 March 2019, unless otherwise extended by the Company) the Republic of Ireland, Canada, Australia, the Republic of South Africa or Japan or to or for the account or benefit of any national, resident or citizen or any person resident in any member state of the EEA (other than the United Kingdom and (prior to 29 March 2019, unless otherwise extended by the Company) the Republic of Ireland), Australia, Canada, the Republic of South Africa or Japan. This Prospectus does not constitute an offer to sell or a solicitation of an offer to purchase or subscribe for Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful or would impose any unfulfilled registration, publication or approval requirements on the Company. The distribution of this Prospectus in other jurisdictions may be restricted by law and therefore persons into whose possession this Prospectus comes should inform themselves of and observe any restrictions.

Investec Bank plc ("**Investec**"), which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for the Company and for no one else in relation to the Initial Admission, the Initial Issue, the Placing Programme and/or any Programme Admission and the other arrangements referred to in this Prospectus. Investec will not regard any other person (whether or not a recipient of this Prospectus) as its client in relation to the Initial Admission, the Initial Issue, the Placing Programme and/or any Programme Admission and the other arrangements referred to in this Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing any advice in relation to the Initial Admission, the Initial Issue, the Placing Programme and/or any Programme Admission, the contents of this Prospectus or any transaction or arrangement referred to in this Prospectus. Apart from the responsibilities and liabilities, if any, which may be imposed on Investec by the FSMA or the regulatory regime established thereunder, Investec does not make any representation express or implied in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Ordinary Shares, the Initial Admission, the Initial Issue, the Placing Programme and/or any Programme Admission. Investec (and its affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability (save for any statutory liability) whether arising in tort, contract or otherwise which it might have in respect of the contents of the Prospectus or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Ordinary Shares, the Initial Admission, the Initial Issue, the Placing Programme and/or any Programme Admission.

This Prospectus is dated 17 September 2018

¹ The Directors have reserved the right, in consultation with Investec, to increase the size of the Initial Placing, Intermediaries Offer and Offer for Subscription to up to 35 million Ordinary Shares if overall demand exceeds 25 million Ordinary Shares. Any such increase will be announced through an RIS announcement.

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SUMMARY

Summaries are made up of disclosure requirements known as ‘Elements’. These elements are numbered in Sections A—E (A.1—E.7).

This summary contains all the Elements required to be included in a summary for this type of security and issuer. Because some Elements are not required to be addressed there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted into the summary because of the type of security and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of ‘not applicable’.

SECTION A - Introduction and warnings		
<i>Element</i>	<i>Disclosure requirement</i>	<i>Disclosure</i>
A.1	Warning	<p>This summary should be read as an introduction to the prospectus. Any decision to invest in the securities should be based on consideration of the prospectus as a whole by the investor. Where a claim relating to the information contained in the prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus or it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.</p>
A.2	Use of prospectus by financial intermediaries	<p>The Company consents to the use of this Prospectus by Intermediaries in connection with the subsequent resale or final placement of securities by Intermediaries. The Company and its Directors accept responsibility for the content of this Prospectus with respect to the resale or final placement of Ordinary Shares in connection with the Intermediaries Offer by Intermediaries given consent by the Company to use this Prospectus.</p> <p>The offer period within which any subsequent resale or final placement of securities by Intermediaries can be made and for which consent to use this Prospectus is given commences on 17 September 2018 and closes at 1.00 p.m. on 12 October 2018, unless closed prior to that date.</p> <p>Information on the terms and conditions of any subsequent resale or final placement of securities by any Intermediary is to be provided at the time of the offer by the financial intermediary.</p>

SECTION B - Issuer		
<i>Element</i>	<i>Disclosure requirement</i>	<i>Disclosure</i>
B.1	Legal and Commercial Name	Smithson Investment Trust plc
B.2	Domicile/Legal Form/ Legislation/ Country of Incorporation	<p>The Company was incorporated and registered in England and Wales on 14 August 2018 with registered number 11517636 as a public company limited by shares. The Company is not authorised or regulated as a collective investment scheme by the FCA. However, from Initial Admission, it will be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules. The principal legislation under which the Company operates and under which the Ordinary Shares will be issued is the Companies Act.</p> <p>The Directors intend, at all times, to conduct the affairs of the Company so as to enable it to qualify as an investment trust for the purposes of section 1158 of the Corporation Tax Act 2010, as amended.</p>
B.5	Group structure	The Company does not have any subsidiaries.
B.6	Major shareholders	<p>Terry Smith will own 2.5 million Ordinary Shares (through Eighth Wonder Limited, a company of which he is the sole ultimate beneficial owner) upon Initial Admission, and other partners and employees of the Investment Manager will own in aggregate approximately 0.5 million Ordinary Shares upon Initial Admission.</p> <p>Save as set out above, as at the date of this Prospectus, the Company is not aware of any person who will, immediately following Initial Admission, hold three per cent. or more of the voting rights in the Company as a Shareholder or through a direct or indirect holding of financial instruments (in each case for the purposes of Chapter 5 of the Disclosure Guidance and Transparency Rules of the FCA). The Company is not aware of any person who, directly or indirectly owns or controls the Company. The Company is not aware of any arrangements the operation of which may at a subsequent date result in a change of control of the Company.</p> <p>The voting rights of the Company's Shareholders are the same in respect of each Ordinary Share held.</p>
B.7	Historical financial information	Not applicable. No historical financial information has been included in this Prospectus.
B.8	Pro forma financial information	Not applicable. No pro forma financial information is included in this Prospectus.
B.9	Profit forecast	Not applicable. There are no profit forecasts or estimates in this

		Prospectus.
B.10	Qualifications in the audit report	Not applicable. There are no audit reports in this Prospectus.
B.11	Working capital insufficiency	Not applicable. Taking into account the minimum Issue Proceeds, the Company is of the opinion that the Company has sufficient working capital for its present requirements, that is for at least the next 12 months from the date of this Prospectus.
B.34	Investment policy	<p>The Company's investment policy is to invest in shares issued by small and mid sized listed or traded companies globally with a market capitalisation (at the time of investment) of between £500 million to £15 billion (although the Company expects that the average market capitalisation of the companies in which it invests to be approximately £7 billion).The Company's approach is to be a long-term investor in its chosen shares. It will not adopt short-term trading strategies. Accordingly, it will pursue its investment policy by investing in approximately 25 to 40 companies as follows:</p> <ul style="list-style-type: none"> (a) the Company can invest up to 10 per cent. in value of its Gross Assets (as at the time of investment) in shares issued by any single body; (b) not more than 20 per cent. in value of its Gross Assets (as at the time of investment) can be in deposits held with a single body.This limit will apply to all uninvested cash (except cash representing distributable income or credited to a distribution account that the Depositary holds); (c) not more than 20 per cent. in value of its Gross Assets (as at the time of investment) can consist of shares issued by the same group. When applying the limit set out in (a) this provision would allow the Company to invest up to 10 per cent. in the shares of two group member companies (as at the time of investment); (d) the Company's holdings in any combination of shares or deposits issued by a single body must not exceed 20 per cent. in value of its Gross Assets (as at the time of investment); and (e) the Company must not acquire shares issued by a body corporate and carrying rights to vote at a general meeting of that body corporate if the Company has the power to influence significantly the conduct of business of that body corporate (or would be able to do so after the acquisition of the shares). The Company is to be taken to have power to influence significantly if it exercises or controls the exercise of 20 per cent. or more of the voting rights of that body corporate; (f) the Company must not acquire shares which do not carry a right to vote on any matter at a general meeting of the body

		<p>corporate that issued them and represent more than 10 per cent. of the shares issued by that body corporate.</p> <p>The Company may also invest cash held for working capital purposes and awaiting investment in cash deposits and money market funds.</p> <p>For the purposes of the investment policy, certificates representing certain shares (for example, depositary interests) will be deemed to be shares.</p>
B.35	Borrowing limits	<p>The Company has the power to borrow using short-term banking facilities to raise funds for short-term liquidity purposes or for discount management purposes including the purchase of its own shares, provided that the maximum gearing represented by such borrowings shall be limited to 15 per cent. of the Net Asset Value at the time of draw down of such borrowings. The Company shall not otherwise be permitted to employ leverage.</p>
B.36	Regulatory status	<p>Not applicable. The Company is not regulated by the FCA or any other regulatory authority but will, following Admission, be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules.</p>
B.37	Typical investor	<p>Typical investors in the Company are expected to be institutional and sophisticated investors, investment professionals, high net worth bodies corporate, unincorporated associations, partnerships and trustees of high value trusts, private clients (some of whom may invest through brokers) and retail investors.</p> <p>The Ordinary Shares are only suitable for investors who understand the potential risk of capital loss, for whom an investment in Ordinary Shares is part of a diversified investment programme and who fully understand and are willing to assume the risks involved in such an investment programme.</p>
B.38	Investment of 20 per cent. or more in single underlying asset or investment company	<p>Not applicable. No asset will constitute 20 per cent. or more of Gross Assets on Initial Admission.</p>
B.39	Investment of 40 per cent. or more in single underlying asset or investment company	<p>Not applicable. No asset will constitute 40 per cent. or more of Gross Assets on Initial Admission.</p>
B.40	Service providers	<p>Investment Manager</p> <p>The Company has entered into the Investment Management Agreement with Fundsmith LLP, pursuant to which the Investment Manager will manage the Company's investments and assets in accordance with the Company's investment policy. The Investment</p>

		<p>Manager will be entitled to a fee which shall be an amount equal to 1/365 multiplied by 0.9 per cent of the market capitalisation of the Company accruing daily but payable monthly in arrear.</p> <p>Company Secretary</p> <p>PraxisIFM Fund Services (UK) Limited will provide company secretarial services to the Company pursuant to the Company Secretarial Agreement. The Company Secretary will be responsible for co-ordinating and assisting with the production of the Company's half-yearly and annual reports, regulatory compliance and providing support to the Board's corporate governance process and its continuing obligations under the Listing Rules and the Disclosure Guidance and Transparency Rules. In addition, the Company Secretary will be responsible for liaising with the Company, the Investment Manager, the Registrar and the Administrator in relation to the payment of any dividends, as well as general secretarial functions required by the Companies Act (including but not limited to the maintenance of the Company's statutory books). Under the terms of the Company Secretarial Agreement, the Company Secretary is entitled to an annual fee of £60,000 per annum in respect of the company secretarial services it will provide. The Company Secretary will, in addition, be entitled to recover reasonable third party expenses and disbursements.</p> <p>Administrator</p> <p>Northern Trust Global Services PLC has been appointed as Administrator to the Company pursuant to the Accounting and Administration Services Agreement. Under the terms of the Accounting and Administration Services Agreement, the Investment Manager has delegated the performance of certain valuation services it provides pursuant to the terms of the Investment Management Agreement to the Administrator.</p> <p>The Administrator will be responsible for the maintenance of the books and financial accounts of the Company and the calculation, in conjunction with the Investment Manager, of the Net Asset Value of the Company and the Ordinary Shares. Under the terms of the Accounting and Administration Services Agreement, the Administrator is entitled to an annual fee in respect of the valuation and accounting services it will provide calculated by reference to the Company's NAV, being an amount equal to 3 basis points where the Net Asset Value of the Company is less than or equal to £500 million and 2 basis points where the Net Asset Value of the Company exceeds £500 million. The Administrator will, in addition, be entitled to recover third party expenses and disbursements.</p> <p>Depository</p> <p>Northern Trust Global Services PLC has been appointed as the Company's depository pursuant to the Depository Agreement. The Depository has delegated its obligations in respect of the safe keeping of the Company's investments to The Northern Trust Company (London branch). The Depository will be entitled to an annual fee from the Company calculated by reference to the services performed (in respect of custody services) as well as a fee</p>
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		<p>equal to 1.5 basis points of the Net Asset Value of the Company (in respect of depositary services). A minimum fee of £25,000 per annum in respect of depositary services shall apply. The Depositary will, in addition, be entitled to recover reasonable third party expenses and disbursements.</p> <p>Registrar</p> <p>Link Asset Services has been appointed as the Company's registrar pursuant to the Registrar Agreement. The Registrar will be entitled to an annual fee from the Company equal to £16,000 per annum. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as published from time to time.</p> <p>Nominee Services Agreement</p> <p>Link Market Services Trustees Limited has been appointed to provide nominee services to the Company pursuant to the Nominee Services Agreement. The Nominee will be entitled to an annual fee from the Company equal to £7,500 per annum. The Nominee will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.</p> <p>Receiving Agent</p> <p>Link Asset Services has been appointed as the Company's receiving agent in respect of the Offer for Subscription. Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to a fee at an hourly rate (subject to a minimum fee) plus certain other fees including a processing fee per application under the Offer for Subscription (also subject to a minimum fee). The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.</p> <p>All fees are exclusive of any VAT which maybe payable thereon.</p>
B.41	Regulatory status of investment manager and custodian	<p>The Investment Manager is authorised by the FCA and regulated by the FCA and the Prudential Regulation Authority. The Depositary is authorised by the Prudential Regulation Authority and is subject to regulation by the FCA and to limited regulation by the Prudential Regulation Authority.</p>
B.42	Calculation of Net Asset Value	<p>The Administrator, in conjunction with the Investment Manager, will calculate the Net Asset Value and the Net Asset Value per Ordinary Share as at the end of each Business Day and will report such calculation to the Board and the Investment Manager.</p> <p>The Net Asset Value of the Company will be calculated on the basis of the bid prices of the Company's underlying investments or a lower figure if, in the reasonable opinion of the Investment Manager, the underlying investment is worth less than the bid price. If trading in an underlying investment held by the Company is suspended, the last available bid price of that investment will be used to calculate the Net Asset Value unless the Investment Manager believes another value is a better representation of the fair value of the investment.</p>

		These calculations will be reported daily to Shareholders through an RIS announcement. The Company may delay public disclosure of the Net Asset Value to avoid prejudice to its legitimate interests, provided that such delay would not be likely to mislead the public and the Company has put in place appropriate measures to ensure confidentiality of that information.
B.43	Cross liability	Not applicable. The Company is not an umbrella collective investment undertaking and as such there is no cross liability between classes or investment in another collective investment undertaking.
B.44	No financial statements have been made up	Not applicable. The Company has not commenced operations and does not currently hold any assets.
B.45	Portfolio	Not applicable. The Company has not commenced operations and does not currently hold any assets.
B.46	Net Asset Value	Not applicable. The Company has not commenced operations and does not currently hold any assets.

SECTION C - Securities		
<i>Element</i>	<i>Disclosure requirement</i>	<i>Disclosure</i>
C.1	Type and class of securities being offered	<p>The total number of Ordinary Shares issued under the Initial Issue will be determined by the Company, Investec and the Investment Manager after taking into account demand for the Ordinary Shares, subject to a maximum of 35 million Ordinary Shares being issued under the Initial Issue in aggregate.</p> <p>The ISIN for the Ordinary Shares is GB00BGJWTR88 and the SEDOL is BGJWTR8.</p> <p>The ticker for Ordinary Shares is SSON.</p> <p>The Company is also proposing to issue up to 45 million Ordinary Shares under the Placing Programme, provided that the Company shall not issue more than 45 million Ordinary Shares pursuant to the Initial Issue and the Placing Programme in aggregate. The issue price of Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be determined by the Directors and Investec by reference to the prevailing NAV per Ordinary Share and at a premium to cover the costs of the relevant Subsequent Placing and having regard to prevailing market conditions.</p>
C.2	Currency of the securities issue	The Ordinary Shares are denominated in Sterling.

C.3	Details of Share Capital	<p>Set out below is the issued share capital of the Company as at the date of this Prospectus:</p> <table> <tr> <th></th><th>Aggregate Nominal Value (£)</th><th>Number</th></tr> <tr> <td>Management Shares</td><td>50,000</td><td>50,000</td></tr> <tr> <td>Ordinary Shares</td><td>0.02</td><td>2</td></tr> </table>		Aggregate Nominal Value (£)	Number	Management Shares	50,000	50,000	Ordinary Shares	0.02	2
	Aggregate Nominal Value (£)	Number									
Management Shares	50,000	50,000									
Ordinary Shares	0.02	2									
C.4	Description of the rights attaching to the Ordinary Shares	<p>The holders of the Ordinary Shares shall be entitled to receive, and to participate in, any dividends declared in relation to the Ordinary Shares.</p> <p>On a winding-up or a return of capital by the Company, the holders of Ordinary Shares shall be entitled to all of the Company's remaining net assets after satisfaction of the Company's liabilities. The Ordinary Shares shall carry the right to receive notice of, attend and vote at general meetings of the Company.</p> <p>The consent of the holders of Ordinary Shares will be required for the variation of any rights attached to the Ordinary Shares.</p> <p>The Company has no fixed life but, if at the end of the Company's fourth financial year (being 31 December 2022) or any subsequent year, the Ordinary Shares have traded, on average, at a discount in excess of 10 per cent. of NAV per Ordinary Share in that year, the Directors will consider proposing a special resolution at the Company's next annual general meeting that the Company ceases to continue in its present form. If passed, the Board will be required to formulate proposals to be put to Shareholders within four months to wind up or otherwise reconstruct the Company, having regard to the liquidity of the Company's underlying assets.</p>									
C.5	Restrictions on the free transferability of the securities	There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities laws.									
C.6	Admission	<p>Application will be made for the Ordinary Shares being offered pursuant to the Initial Issue to be admitted to listing on the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that Initial Admission will become effective and that unconditional dealings in the Ordinary Shares will commence at 8.00 a.m. on 19 October 2018 in respect of the Initial Issue.</p> <p>Application will be made for any Ordinary Shares to be issued under the Placing Programme to be admitted to listing on the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that the first Programme Admission will become effective and that dealings in the Placing Programme Shares will commence during the period from 19 October 2018 to 16 September 2019.</p>									

C.7	Dividend policy	The Company's intention is to look for overall return rather than seeking any particular level of dividend. The Company will comply with the investment trust rules regarding distributable income but does not expect significant income from the shares in which it invests. Any dividends and distributions will be at the discretion of the Board.
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SECTION D - Risks		
<i>Element</i>	<i>Disclosure requirement</i>	<i>Disclosure</i>
D.1	Key information on the key risks that are specific to the issuer or its industry	<p>The key risk factors relating to the Company, its investment policy and its investment portfolio are:</p> <ul style="list-style-type: none"> the Company is newly formed, has no operating history and will not have any investments until after Initial Admission. Prospective investors in the Company will have no opportunity to evaluate the terms of any potential investment opportunities or actual significant investments, or financial data to assist them in evaluating the prospects of the Company and the related merits of an investment in the Ordinary Shares. The Company's future performance will depend on many factors including, but not limited to, the performance of the Investment Manager and its ability to identify suitable potential investments, the financial performance of the Company's investments, the ability of the Investment Manager to effectively implement the investment strategy, conditions in the financial markets and general economic conditions. Following Initial Admission, Shareholders will only have a role in approving any investments the Company makes to the extent required under the Listing Rules; the Company will rely on key individuals at the Investment Manager to identify and select investment opportunities and to manage the day-to-day affairs of the Company. There can be no assurance as to the continued service of these key individuals at the Investment Manager, and the departure of any of these from the Investment Manager without adequate replacement may have a material adverse effect on the Company's business prospects and results of operations. The Board will have broad discretion to monitor the performance of the Investment Manager or to appoint a replacement but the performance of the Investment Manager or that of any replacement cannot be guaranteed; the Company will be dependent upon the Investment Manager's successful implementation of the Company's investment policy and investment strategies, and ultimately on its ability to create an investment portfolio capable of generating attractive returns. This implementation in turn will be subject to a number of factors, including market conditions and the timing of investments relative to market cycles, many

		<p>of which are beyond the control of the Company and difficult to predict. There can be no assurance that the Company will be successful in sourcing suitable investments or that the Company will make any investments at all;</p> <ul style="list-style-type: none"> • the Company may face significant competition from a growing number of funds and other strategic investors targeting similar investment opportunities and many of which have greater financial resources and ability to borrow funds than the Company. Competition for attractive investment opportunities could lead to higher prices for those opportunities which could affect the Company's ability to invest on terms which the Investment Manager considers attractive; • market conditions may have a negative impact on the Company's ability to identify and execute investments in suitable shares that might generate acceptable returns and have in the past had a significant impact on investment pricing and liquidity levels. Market conditions may also restrict the supply of suitable assets that may generate acceptable returns. Adverse market conditions and their consequences may have a material adverse effect on the Company's business, results of operations and cash flows; • the value of the equity securities in the Company's investment portfolio may fluctuate and there is no guarantee that the amounts invested by the Company will be returned in whole or in part. Such investments entail a certain degree of risk and stock markets may periodically experience short-term volatility as a result of adverse macroeconomic conditions and other unpredictable factors. The performance of the Company and the value of its investments could be significantly affected by such factors both globally and in the jurisdictions where the Company invests; • the Company is not constrained from weighting to any sector, which may lead to the Company having significant exposure to portfolio companies from certain business sectors from time to time. Greater concentration of investments in any one sector may result in greater volatility in the value of the Company's investments and consequently its NAV; • prior to investing in a company, the Company will perform due diligence on its proposed investments. In doing so, it would typically rely in part on information from third parties as a part of this due diligence. To the extent that the Company or other third parties underestimate or fail to identify risks and liabilities associated with the investment in question, this may impact on the profitability or valuation of the investment; and • the Ordinary Shares will be denominated in pounds sterling while parts of its portfolio of investments will be denominated in other currencies, and it is therefore subject to the risk of movements in exchange rates. As a result, the pounds sterling value of the Company's investments that are not
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		<p>denominated in pounds sterling may rise or fall solely on account of exchange rate fluctuations. The Company will not hedge its currency exposures, and such movements in exchange rates could have a material adverse effect on the value of the Ordinary Shares.</p>
D.3	Key information on the key risks specific to the securities	<p>The key risk factors relating to the Ordinary Shares are:</p> <ul style="list-style-type: none"> the market price of the Ordinary Shares may fluctuate widely in response to many factors and there can be no assurance that the Ordinary Shares will be repurchased by the Company even if they trade materially below their Net Asset Value for a short time; Initial Admission should not be taken as implying that there will be a liquid market for the Ordinary Shares. Prior to Initial Admission, there has been no public market for the Ordinary Shares and there is no guarantee that an active trading market will develop or be sustained after Initial Admission. If an active trading market is not developed or maintained, the liquidity and trading price of the Ordinary Shares may be adversely affected. Even if an active trading market develops, the market price of the Ordinary Shares may not reflect the value of the underlying investments of the Company; the Company may use gearing in certain circumstances. Where an investment trust is geared, its net asset value and price performance would be expected to represent an amplification of any upward or downward movement in the investment trust's portfolio as a result of price changes of the investments contained therein. In the event that interest rates rise and the interest required to be paid by the Company increases, returns to investors will be reduced. The Company will only borrow for short-term liquidity purposes or for discount management purposes including purchase of its own Ordinary Shares. The Company's borrowings shall be limited to 15 per cent. of the Net Asset Value at the time of draw down of such borrowings; and although the Ordinary Shares are freely transferable, there are certain circumstances in which the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of, or redeem, the Ordinary Shares. These circumstances typically apply where an investor in the United States buys Ordinary Shares in the market and include where a transfer of Ordinary Shares would cause, or is likely to cause: (i) the assets of the Company to be considered "plan assets" under the Plan Asset Regulations; (ii) the Company to be required to register under the US Investment Company Act, or the Investment Manager or members of the senior management of the Company to be required to register as "investment advisers" under the Investment Advisers Act; (iii) the Company to be required to register under the US Exchange Act or any similar legislation, amongst others; or (iv) the Company to be unable to comply

		with its obligations under FATCA or any similar information exchange regimes.
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SECTION E - Offer		
<i>Element</i>	<i>Disclosure requirement</i>	<i>Disclosure</i>
E.1	Net proceeds and costs of the Initial Issue	<p>The Issue Proceeds are dependent on the level of subscriptions received pursuant to the Initial Issue.</p> <p>Since all costs and expenses of the Initial Issue will be borne by the Investment Manager, both the gross and net Issue Proceeds will be £250 million (assuming 25 million Ordinary Shares are issued pursuant to the Initial Issue).</p> <p>The net proceeds of the Placing Programme are dependent on: (i) the aggregate number of Ordinary Shares issued pursuant to the Placing Programme; and (ii) the applicable Placing Programme Price at which any Ordinary Shares are issued pursuant to the Placing Programme.</p> <p>Under the Placing Programme, each Ordinary Share will be made available to investors at a price calculated by reference to the estimated cum income Net Asset Value of each existing Ordinary Share together with a premium intended to cover the costs and expenses of the relevant Subsequent Placing (including without limitation, any placing commissions).</p>
E.2a	Reason for offer and use of proceeds	<p>The Directors intend to use the Issue Proceeds to fund investments in accordance with the Company's investment policy as well as to fund the Company's operational expenses. Such expenses include (i) acquisition costs and expenses (such as due diligence costs, legal, tax advice and taxes); (ii) the Management Fee; (iii) Directors' fees; and (iv) other operational costs and expenses. Suitable acquisition opportunities may not be immediately available. It is possible, therefore, that for a period following Initial Admission and at certain other times, the Company may hold cash awaiting investment.</p> <p>The Directors expect that the annual running costs of the Company will initially be approximately £2.7 million per annum assuming Issue Proceeds of £250 million. The Company will use the Issue Proceeds to initially meet its running costs as necessary prior to making any investments.</p> <p>The net proceeds of the Placing Programme are dependent, among other things, on:</p> <ul style="list-style-type: none"> the Directors determining to proceed with an issue of Ordinary Shares under the Placing Programme; the level of subscriptions received; and

		<ul style="list-style-type: none"> the Placing Programme Price determined in respect of each Subsequent Placing.
E.3	Terms and conditions of the offer	<p>Investec has agreed to use its reasonable endeavours to procure Placees to subscribe for Ordinary Shares on the terms and subject to the conditions set out in the Placing and Offer Agreement. Furthermore, Ordinary Shares are available to the public under the Offer for Subscription. The Offer is only being made in the UK. The terms and conditions of application under the Offer are set out in Part 9 of this Prospectus and in the Application Form.</p> <p>The Offer for Subscription will close at 1 p.m. on 12 October 2018 (or such later date, not being later than 30 November 2018, as the Company and Investec may agree). The Company has discretion to accept: (i) applications pursuant to the Offer which arrive later than 1 p.m. on 12 October 2018; and (ii) applications pursuant to the Offer which are received for less than £1,000.</p> <p>If the Offer period is extended, the Company will notify investors of such change by the publication of an RIS announcement.</p> <p>The Initial Issue is conditional, among other matters, on:</p> <ul style="list-style-type: none"> the Placing and Offer Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission; Initial Admission occurring by 8.00 a.m. on 19 October 2018 (or such later date, not being later than 30 November 2018, as the Company and Investec may agree) in respect of the Initial Issue; and the Initial Issue raising in aggregate at least £60 million. <p>Following completion of the Initial Issue, the Directors may implement the Placing Programme to enable the Company to raise additional capital in the period from 19 October 2018 to 16 September 2019.</p> <p>Under the Placing Programme, the Company is proposing to issue Ordinary Shares provided that the Company shall not issue more than 45 million Ordinary Shares pursuant to the Initial Issue and the Placing Programme in aggregate.</p> <p>Under the Placing Programme, Investec has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for Ordinary Shares at the applicable Placing Programme Price.</p> <p>Each Subsequent Placing is conditional on amongst other things:</p> <ul style="list-style-type: none"> the Placing and Offer Agreement remaining in full force and effect and not having been terminated in accordance with its terms before the relevant Placing Programme Admission becomes effective; and

		<ul style="list-style-type: none"> completion of the relevant Placing Programme Admission. <p>In the circumstances in which these conditions are not fully met or waived, the relevant Subsequent Placing will not take place and no Ordinary Shares will be issued under that Subsequent Placing.</p>
E.4	Material interests	Not applicable. There are no interests that are material to the Placing.
E.5	Name of person selling Securities/ lock-up agreements	There are no selling shareholders. Each of the founder partners and certain employees of the Investment Manager has entered into a lock-in deed pursuant to which he has agreed not to sell the Ordinary Shares he owns for one year from Initial Admission, save in limited circumstances.
E.6	Dilution	Other than the subscriber shares issued on the Company's incorporation, the Company has no shares in issue and there will therefore be no dilution of existing Shareholders.
E.7	Expenses charged to the investor	<p>No fees or expenses will be borne by investors. in connection with the Initial Issue.</p> <p>The fees and expenses relating to any Subsequent Placing (such as listing fees and the fees and commissions due under the Placing and Offer Agreement) will be met by the Company from the proceeds of such Subsequent Placing. The expenses of the Placing Programme are estimated to be 0.6 per cent. of the gross proceeds of the Placing Programme. By way of illustration, if a further 10 million Ordinary Shares were issued pursuant to the Placing Programme at a Placing Programme Price of £10 per Ordinary Share, the expenses of the Placing Programme would be approximately £590,000.</p>

RISK FACTORS

Investment in the Ordinary Shares carries a high degree of risk, including the risks in relation to the Company and the Ordinary Shares referred to below, which could materially and adversely affect the Company's business, financial condition and results. An investment in the Ordinary Shares should not be regarded as short-term in nature. Potential investors should review this Prospectus carefully and in its entirety and consider consulting an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Ordinary Shares. Investors should be capable of evaluating the risks and merits of such an investment and should have sufficient resources to bear any loss which may result.

Prospective investors should note that the risks relating to the Company, its investments and the Ordinary Shares summarised in the section of this Prospectus headed "Summary" are the risks that the Company believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Ordinary Shares. However, as the risks which the Company faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this Prospectus headed "Summary" but also, among other things, the risks and uncertainties described below.

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Ordinary Shares and should be used as guidance only. Additional risks and uncertainties relating to the Company that are not currently known to the Company, or that it currently deems immaterial, may individually or cumulatively also have a material adverse effect on the Company's business, prospect and financial position and, if any such risk should occur, the price of the Ordinary Shares may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Ordinary Shares is suitable for them in the light of the information in this Prospectus and their personal circumstances.

Risks relating to the Company's business

The Company has no operating history and investors have no basis on which to evaluate the Company's ability to achieve its investment objective

The Company was incorporated on 14 August 2018, and it currently has no investments and will not do so until after Initial Admission. As a consequence, prior to Initial Admission, prospective investors in the Company will have no opportunity to evaluate the terms of any potential investment opportunities or actual significant investments, or financial data to assist them in evaluating the prospects of the Company and the related merits of an investment in the Ordinary Shares. Following Initial Admission, Shareholders will only have a role in approving any investments the Company makes to the extent required under the Listing Rules.

As a newly formed entity, the Company has no operating history and, therefore, no substantial basis on which to evaluate the Company's ability to achieve its business objective, implement its investment policy and provide a satisfactory investment return. The Company's future performance will depend on many factors including, but not limited to, the performance of the Investment Manager and its ability to identify suitable potential investments, the financial performance of the Company's investments, the ability of the Investment Manager to effectively implement the investment strategy, conditions in the financial markets and general economic conditions. An investment in the Company is therefore subject to all of the risks and uncertainties associated with any new business, including the risk that the Company will not achieve its investment objective and that the value of an investment in the Company could decline substantially, which may have a material adverse effect on the Company's business, financial condition, results of operations or the value of the Ordinary Shares.

The Company is reliant on the performance and retention of key personnel

The Company will rely on key individuals at the Investment Manager to identify and select investment opportunities and to manage the day-to-day affairs of the Company. There can be no assurance as to the continued service of these key individuals at the Investment Manager, and the departure of any of these from the Investment Manager without adequate replacement may have a material adverse effect on

the Company's business prospects and results of operations. Accordingly, the ability of the Company to achieve its investment objective depends heavily on the experience of the Investment Manager's team, and more generally on the ability of the Investment Manager to attract and retain suitable staff. The Board will have broad discretion to monitor the performance of the Investment Manager or to appoint a replacement but the performance of the Investment Manager or that of any replacement cannot be guaranteed.

Delays in deployment of the proceeds of the Initial Issue may have an impact on the Company's results of operations and cash flows

As at the date of this Prospectus, the Company has no investments, and pending deployment of the Issue Proceeds intends to invest cash held in cash deposits and money market funds. Interim cash management is likely to yield lower returns than the expected returns from investments. Although the Investment Manager expects to be able to deploy the Issue Proceeds within 7 business days, there can be no assurance as to how long it will take for the Company to invest all of the Issue Proceeds of the Initial Issue, and the longer the period the greater the likelihood that the Company's results of operations will be materially adversely affected. To the extent that there is a delay in investing the Issue Proceeds, the Company's aggregate return on investments will be reduced.

There can be no assurance that the Investment Manager will be successful in implementing the Company's investment objectives

The Company will be dependent upon the Investment Manager's successful implementation of the Company's investment policy and investment strategies, and ultimately on its ability to create an investment portfolio capable of generating attractive returns. This implementation in turn will be subject to a number of factors, including market conditions and the timing of investments relative to market cycles, many of which are beyond the control of the Company and difficult to predict. There can be no assurance that the Company will be successful in sourcing suitable investments or that the Company will make any investments at all.

The Company may face competition from other investment funds and strategic investors

The Company's ability to implement its strategy and achieve its desired returns will depend largely on its ability to identify and invest in suitable investments at satisfactory prices and on satisfactory terms. A growing number of funds and other strategic investors are targeting similar investment opportunities, and the Company may face significant competition from such investors. Many of these competitors have greater financial resources than the Company and a greater ability to borrow funds to acquire investments. Competition for attractive investment opportunities could lead to higher prices for such opportunities which could affect the Company's ability to invest on terms which the Investment Manager considers attractive. Such conditions may have a material adverse impact on the Company's ability to secure attractive investment opportunities and consequently may have an adverse effect on the Company and the value of the Ordinary Shares.

Market conditions may delay or prevent the Company from making appropriate investments that generate attractive returns

Market conditions may have a negative impact on the Company's ability to identify and execute suitable investments that might generate acceptable returns. As evident during previous market downturns, market conditions have had a significant impact on investment pricing and liquidity levels. Market conditions may also restrict the supply of suitable investments that may generate acceptable returns. Adverse market conditions and their consequences may have a material adverse effect on the Company's business, results of operations and cash flows.

Adverse market conditions could have a significant impact on the Company and the value of its investment portfolio

The value of the equity securities in the Company's investment portfolio may fluctuate and there is no guarantee that the amounts invested by the Company will be returned in whole or in part. Such investments entail a certain degree of risk and stock markets may periodically experience short-term volatility as a result of adverse macroeconomic conditions, political instability and uncertainty, inflation, adverse weather

events, war, terrorism, civil disturbances and other unpredictable factors. The performance of the Company and the value of its investments could be significantly affected by such factors both globally and in the jurisdictions where the Company invests, including in particular the UK, Europe and the United States. Adverse macroeconomic conditions or the materialisation of one or more of the above factors could have a material adverse effect on the Company and the value of the Ordinary Shares.

The Company's performance will depend on investment market conditions

If conditions affecting the investment market negatively impact the price at which the Company is able to dispose of its assets, or if the Company suffers a material increase in its operating costs, this may have a material adverse effect on the Company's business and results of operations.

The Company is not constrained to investing in diversified sectors or countries

The Company is not constrained from weighting to any sector or country. This may lead to the Company having significant exposure to portfolio companies from certain business sectors or to portfolio companies which are incorporated or listed in certain countries from time to time. Greater concentration of investments in any one sector or country may result in greater volatility in the value of the Company's investments and consequently its NAV and may materially and adversely affect the performance of the Company and returns to its Shareholders.

The Company may be forced to dispose of its investments at a time when it will not be able to obtain the best value for its investments

Whilst the Company is not a limited life company, and is under no obligation to sell its investments within a fixed time frame, there can be no assurance that, at the time the Company seeks to dispose of its investments, conditions in the relevant market will be favourable or that the Company will be able to maximise the returns on such disposed investments. To the extent that market conditions are not favourable, the Company may not be able to dispose of investments at a gain. If the Company were required to dispose of or liquidate an investment on unsatisfactory terms, it may realise less than the last bid price at which the investment was previously recorded. As a result of the foregoing, there can be no assurances that the Company's portfolio can generate attractive returns for its Shareholders.

The Company's due diligence may not identify all risks and liabilities in respect of an investment

Prior to investing in a company, the Company will perform due diligence on the proposed investment. In doing so, it would typically rely in part on information from third parties as a part of this due diligence. To the extent that the Company or other third parties underestimate or fail to identify risks and liabilities associated with the investment in question, this may impact on the profitability or valuation of the investment. For example, the Company may acquire an investment with unknown or undiscovered liabilities or investments may be acquired that are not consistent with the Company's strategy and which fail to perform in accordance with projections.

The value of the Ordinary Shares could be adversely affected by exchange rate movements between pounds sterling and other currencies that the Company's investments may be denominated in

The Ordinary Shares will be denominated in pounds sterling while parts of its portfolio of investments will be denominated in other currencies, and it is therefore subject to the risk of movements in exchange rates. As a result, the pounds sterling value of the Company's investments that are not denominated in pounds sterling may rise or fall solely on account of exchange rate fluctuations. The Company will not hedge its currency exposures, and such movements in exchange rates could have a material adverse effect on the value of the Ordinary Shares.

Interest rates may fluctuate

Interest rate movements may affect the level of income receivable on cash deposits and the interest payable on the Company's variable rate cash borrowings. In the event that interest rate movements lower the level of income receivable on cash deposits or raise the interest required to be paid by the Company, returns to investors will be reduced.

Failure to adequately protect personal information could have a material adverse effect on the Company

The Company and its service providers' (including the Investment Manager's) use of individually identifiable data of investors, employees and others is subject to a wide variety of local, national and international laws and regulations that apply to the collection, use, retention, protection, disclosure, transfer and other processing of such information and data. These data protection and privacy-related laws and regulations are becoming increasingly restrictive and complex and may result in greater regulatory oversight and increased levels of enforcement and sanctions. For example, the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") came in to force in May 2018 and is a major reform of the EU legal framework on the protection of personal data. This increasingly restrictive and complex legal framework has resulted in a greater compliance burden with potentially significant associated compliance costs for the Company. While the Company and the Investment Manager have invested significant time and resource to protect personal data and believes it is in compliance with GDPR and other applicable laws and regulations, there can be no guarantee that such measures will be successful in preventing a data breach. Any failure by the Company, the Investment Manager or its other service providers to comply with GDPR or other applicable laws and regulations, or to protect such personal information and data, could result in significant litigation or enforcement action against the Company, including fines, imprisonment of company officials and public censure, claims for damages by affected individuals and damage to the Company's reputation, any of which could have a material adverse effect on the Company and the value of the Ordinary Shares.

As personal privacy and data protection become increasingly sensitive issues for regulators and lawmakers, the Company may also become exposed to potential liabilities as a result of differing views between regulators or courts on the protections that should apply to personal data. These and other privacy and security developments are difficult to anticipate and could have a material adverse effect on the Company and the value of the Ordinary Shares.

The Company is subject to the risk of cybersecurity breaches

The Company and its service providers (including the Investment Manager) may be prone to operational, information security and related risks resulting from failures of or breaches in cybersecurity.

A failure of or breach in cybersecurity ("**cyber incidents**") refers to both intentional and unintentional events that may cause the relevant party to lose proprietary information, suffer data corruption, or lose operational capacity. In general, cyber incidents can result from deliberate attacks ("**cyber-attacks**") or unintentional events. Cyber-attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber-attacks may also be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e. efforts to make network services unavailable to intended users).

Cyber incidents may cause disruption and impact business operations, potentially resulting in financial losses, interference with the ability to calculate the Net Asset Value, impediments to trading, the inability of Shareholders to subscribe for, exchange or redeem Shares, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs.

While the Company's service providers and the Investment Manager have established business continuity plans in the event of, and risk management strategies, systems, policies and procedures to seek to prevent, cyber incidents, there are inherent limitations in such plans, strategies, systems, policies and procedures, including the possibility that certain risks have not been identified. Furthermore, none of the Company, the Investment Manager and/or the other service providers can control the cybersecurity plans, strategies, systems, policies and procedures put in place by the entities in which the Company invests.

Uncertainty surrounding the process and terms of the UK's withdrawal from the EU could have a material adverse effect on the value of the Ordinary Shares

On 23 June 2016, a referendum was held on the UK's membership in the EU, the outcome of which was

a vote in favour of leaving the EU. On 29 March 2017, the UK government notified the EU that it was triggering the formal process for leaving the EU under Article 50 of the Treaty of the European Union, which allows a Member State to decide to withdraw from the EU in accordance with its own constitutional requirements. The triggering of Article 50 commenced a two year negotiating period for the UK to agree the terms of its exit from the EU, although this period can be extended with the unanimous agreement of the European Council. Without any such extension or agreement on the terms of the UK's withdrawal from the EU, the UK's membership in the EU would end automatically upon the expiration of the two year period.

The result of the referendum and the triggering of Article 50 mean that the long term nature of the UK's relationship with the EU is unclear, which may create an uncertain political and economic environment in the UK and other EU Member States that could potentially last for a number of months or years. There is also considerable uncertainty as to whether the terms of the UK's withdrawal from the EU will be agreed upon within the two year negotiating period and, if an extension of the negotiating period is not agreed, the UK may be forced to exit the EU without mutually acceptable terms having been agreed. The terms of any such exit, and the accompanying political and economic uncertainty surrounding the UK's withdrawal from the EU, could result in deteriorating macroeconomic conditions, stock market uncertainty and/or dramatic fluctuations in the pounds sterling to Euro exchange rate, any of which could have a material adverse effect on the Company and the value of the Ordinary Shares.

Risks relating to the Ordinary Shares

The market price of the Ordinary Shares may fluctuate widely in response to different factors and there can be no assurance that the Ordinary Shares of the Company will be repurchased by the Company even if they trade materially below their Net Asset Value

The market price of the Ordinary Shares may not reflect the value of the underlying investments of the Company and may be subject to wide fluctuations in response to many factors, including, amongst other things, additional issuances or future sales of the Company's shares or other securities exchangeable for, or convertible into, its shares in the future, the addition or departure of Board members or key individuals at the Investment Manager, divergence in financial results from stock market expectations, changes in stock market analyst recommendations or the investment trust sector as a whole, the Company or any of its assets, a perception that other market sectors may have higher growth prospects, general economic conditions, prevailing interest rates, legislative changes affecting investment trusts or the Company's investments and other events and factors within or outside the Company's control. Stock markets experience extreme price and volume volatility from time to time, and this, in addition to general economic, political and other conditions, may materially adversely affect the market price for the Ordinary Shares. The market value of the Ordinary Shares may vary considerably from the Company's underlying Net Asset Value. There can be no assurance, express or implied, that Shareholders will receive back the amount of their investment in the Ordinary Shares.

The Company has Shareholder approval, conditional on Initial Admission, to make market purchases of up to 14.99 per cent. of the Ordinary Shares in issue immediately following Initial Admission (and the Directors intend to seek annual (or, if required, more frequent) renewal of this authority from Shareholders) and subject to the requirements of the Listing Rules, the Companies Act, the Articles and other applicable legislation, the Company may thus purchase Ordinary Shares in the market with the intention of, amongst other things, enhancing the Net Asset Value per Ordinary Share. The Company may decide to make any such purchases (and the timing of such purchases), however, at the absolute discretion of the Directors. There can be no assurance that any purchases will take place or that any purchases will have the effect of narrowing any discount to Net Asset Value at which the Ordinary Shares may trade.

Further, the Directors may, but are not required by the Company's constitutional documents to, call a continuation vote in the event that, after the end of the fourth financial year of the Company's existence (being 31 December 2022), the Ordinary Shares have traded at an average discount in excess of 10 per cent. of the Net Asset Value per Ordinary Share in a relevant year. As such, there can be no assurance that a continuation vote will be held in circumstances where the Ordinary Shares have traded at such an average discount following the end of the fourth financial year of the Company.

A liquid market for the Ordinary Shares may fail to develop

Initial Admission should not be taken as implying that there will be a liquid market for the Ordinary Shares. Prior to Initial Admission, there has been no public market for the Ordinary Shares and there is no guarantee that an active trading market will develop or be sustained after Initial Admission. If an active trading market is not developed or maintained, the liquidity and trading price of the Ordinary Shares may be adversely affected. Even if an active trading market develops, the market price of the Ordinary Shares may not reflect the value of the underlying investments of the Company.

The Company may in the future issue new Shares, which may dilute Shareholders' equity

Further issues of Ordinary Shares or C Shares may, subject to compliance with the relevant provisions of the Companies Act and the Articles, be made on a non-pre-emptive basis. Existing holders of Ordinary Shares may, depending on the level of their participation in the relevant share issue, have the percentage of voting rights they hold in the Company diluted.

Sales of Ordinary Shares by members of the Board or key individuals at the Investment Manager (or the possibility of such sales) may affect the market price of the Ordinary Shares

Sales of Ordinary Shares or interests in Ordinary Shares by the Board or key individuals at the Investment Manager could cause the market price of the Ordinary Shares to decline. Whilst the Directors or (subject to the terms of the lock-in arrangements described in paragraph 9 of Part 7 of this Prospectus) key individuals at the Investment Manager may sell their Ordinary Shares in the market, a substantial amount of Ordinary Shares being sold, or the perception that sales of this type could occur, could cause the market price of the Ordinary Shares to decline. This may make it more difficult for Shareholders to sell the Ordinary Shares at a time and price that they deem appropriate.

The Company's ability to pay dividends will depend upon its ability to generate sufficient earnings and certain legal and regulatory restrictions

The Company's intention is to look for overall return rather than seeking any particular level of dividend. Subject to the requirement to make distributions in order to maintain investment trust status, any dividends and other distributions paid by the Company will be made at the discretion of the Board. The payment of any such dividends or other distributions will in general depend on the Company's ability to generate realised profits, which, in turn, will depend on the Company's ability to acquire investments which pay dividends, its financial condition, its current and anticipated cash needs, its costs and net proceeds on sale of its investments, legal and regulatory restrictions and such other factors as the Board may deem relevant from time to time. As such, investors should have no expectation as to the amount of dividends or distributions that will be paid by the Company or that dividends or distributions will be paid at all.

The Company may use gearing in certain circumstances

Where an investment trust is geared, its net asset value and price performance would be expected to represent an amplification of any upward or downward movement in the investment trust's portfolio as a result of price changes of the investments contained therein. In the event that interest rates rise and the interest required to be paid by the Company increases, returns to investors will be reduced. The Company will only borrow for short-term liquidity purposes or for discount management purposes including purchase of its own shares. The Company's borrowings shall be limited to 15 per cent. of the Net Asset Value at the time of draw down of such borrowings.

The Company has not and will not register as an investment company under the US Investment Company Act

The Company is not, and does not intend to become, registered in the United States as an investment company under the US Investment Company Act and related rules and regulations. The US Investment Company Act provides certain protections to investors and imposes certain restrictions on companies that are registered as investment companies. As the Company is not so registered and does not plan to register, none of these protections or restrictions is or will be applicable to the Company. In addition, to avoid being required to register as an investment company under the US Investment Company Act, the Board may,

under the Articles and subject to certain conditions, compulsorily require the transfer of Ordinary Shares held by a person to whom the sale or transfer of Ordinary Shares may cause the Company to be classified as an investment company under the US Investment Company Act. These procedures may materially affect certain Shareholders' ability to transfer their Ordinary Shares.

The Ordinary Shares are subject to certain provisions that may cause the Board to refuse to register, or require the transfer of, Ordinary Shares

Although the Ordinary Shares are freely transferable, there are certain circumstances in which the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of the Ordinary Shares. These circumstances, which principally apply only to US investors who might purchase Ordinary Shares in the market, include where a transfer of Ordinary Shares would cause, or is likely to cause: (i) the assets of the Company to be considered "plan assets" under the Plan Asset Regulations; (ii) the Company to be required to register under the US Investment Company Act, or the Investment Manager or members of the senior management of the Company to be required to register as "investment advisers" under the Investment Advisers Act; (iii) the Company to be required to register under the US Exchange Act or any similar legislation, amongst others; or (iv) the Company to be unable to comply with its obligations under the Foreign Account Tax Compliance Provisions (commonly known as FATCA).

The assets of the Company could be deemed to be "plan assets" that are subject to the requirements of ERISA or Section 4975 of the US Internal Revenue Code, which could restrain the Company from making certain investments, and result in excise taxes and liabilities

Under the current Plan Asset Regulations, if interests held by Benefit Plan Investors are deemed to be "significant" within the meaning of the Plan Asset Regulations (broadly, if Benefit Plan Investors hold 25 per cent. or greater of any class of equity interest in the Company) then the assets of the Company may be deemed to be "plan assets" within the meaning of the Plan Asset Regulations. After the Initial Issue, the Company may be unable to monitor whether Benefit Plan Investors or investors acquire Ordinary Shares and therefore, there can be no assurance that Benefit Plan Investors will never acquire Ordinary Shares or that, if they do, the ownership of all Benefit Plan Investors will be below the 25 per cent. threshold discussed above or that the Company's assets will not otherwise constitute "plan assets" under Plan Asset Regulations.

Although it is not expected to occur, if the Company's assets were deemed to constitute "plan assets" within the meaning of the Plan Asset Regulations, certain transactions that the Company might enter into in the ordinary course of business and operation might constitute non-exempt prohibited transactions under ERISA or the US Internal Revenue Code, resulting in excise taxes or other liabilities under ERISA or the US Internal Revenue Code. In addition, any fiduciary of a Benefit Plan Investor or an employee benefit plan subject to Similar Law that is responsible for the Plan's investment in the Ordinary Shares could be liable for any ERISA violations or violations of such Similar Law relating to the Company.

Risk relating to regulation and taxation

Investment trust status

It is the intention of the Directors to conduct the affairs of the Company so as to satisfy the conditions under section 1158 of the CTA 2010 and the Investment Trust Regulations for it to be approved by HMRC as an investment trust. In respect of each accounting period for which the Company is an approved investment trust, the Company will be exempt from UK corporation tax on its chargeable gains. There is a risk that the Company does not receive approval of its investment trust status from HMRC or, having received such approval, the Company fails to maintain its status as an investment trust. In such circumstances, the Company would be subject to the normal rates of corporation tax on chargeable gains arising on the transfer or disposal of investments and other assets, which could adversely affect the Company's financial performance, its ability to provide returns to its Shareholders or the post-tax returns received by its Shareholders. In addition, it is not possible to guarantee that the Company will remain a non-close company, which is a requirement to maintain investment trust status, as the Ordinary Shares are freely transferable. The Company, in the unlikely event that it becomes aware that it is a close company, or otherwise fails to meet the criteria for maintaining investment trust status, will, as soon as reasonably practicable, notify Shareholders of this fact.

Overseas taxation

The Company may be subject to tax (including withholding tax) under the tax rules of the jurisdictions in which it invests. Although the Company will endeavour to minimise any such taxes this may affect the level of returns to Shareholders.

Changes in tax legislation or practice

Statements in this Prospectus concerning the taxation of Shareholders or the Company are based on UK tax law and practice as at the date of this Prospectus.

Any changes to the tax status of the Company or any of its underlying investments, or to tax legislation or practice (whether in the UK or in jurisdictions in which the Company invests), could affect the value of investments held by the Company, affect the Company's ability to provide returns to Shareholders and affect the tax treatment for Shareholders of their investments in the Company (including the applicable rates of tax and availability of reliefs).

Prospective investors should consult their tax advisers with respect to their own tax position before deciding whether to invest in the Company.

FATCA and other tax information reporting regimes

TO ENSURE COMPLIANCE WITH UNITED STATES TREASURY DEPARTMENT CIRCULAR 230, EACH PROSPECTIVE INVESTOR IS HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF US TAX ISSUES HEREIN IS NOT INTENDED TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY A PROSPECTIVE INVESTOR FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH PROSPECTIVE INVESTOR UNDER APPLICABLE TAX LAW; (B) SUCH DISCUSSION IS INCLUDED HEREIN IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF TREASURY DEPARTMENT CIRCULAR 230) OF THE OFFER TO SELL ORDINARY SHARES BY THE COMPANY; AND (C) A PROSPECTIVE INVESTOR IN ORDINARY SHARES SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT ADVISOR.

The Foreign Account Tax Compliance provisions (commonly known as "**FATCA**") are US provisions contained in the US Hiring Incentives to Restore Employment Act 2010. FATCA is aimed at reducing tax evasion by US citizens.

FATCA imposes a withholding tax of 30 per cent. on (i) certain US source interest, dividends and certain other types of income; and (ii) the gross proceeds from the sale or disposition of assets which produce US source interest or dividends, which are received by a foreign financial institution ("**FFI**"), unless the FFI complies with certain reporting and other related obligations under FATCA. The UK has concluded an intergovernmental agreement ("**IGA**") with the US, pursuant to which parts of FATCA have been effectively enacted into UK law.

Under the IGA, a FFI that is resident in the UK (a "**Reporting FI**") is not subject to withholding under FATCA provided that it complies with the terms of the IGA, including requirements to register with the IRS and requirements to identify, and report certain information on, accounts held by US persons owning, directly or indirectly, an equity or debt interest in the Company (other than equity and debt interests that are regularly traded on an established securities market, for which see below), and report on accounts held by certain other persons or entities to HMRC.

The Company expects that it will be treated as a Reporting FI pursuant to the IGA and that it will comply with the requirements under the IGA. The Company also expects that its Ordinary Shares may, in accordance with current HMRC practice, comply with the conditions set out in the IGA to be "regularly traded on an established securities market" meaning that the Company should not have to report specific information on its Shareholders and their investments to HMRC. However, there can be no assurance that the Company will be treated as a Reporting FI, that the Ordinary Shares will be considered to be "regularly traded on an established securities market" or that it would not in the future be subject to withholding tax under FATCA or the IGA. If the Company becomes subject to a withholding tax as a result of FATCA or the IGA, the return on investment of some or all Shareholders may be materially adversely affected.

Since the enactment of FATCA, other jurisdictions have signalled their intention to enter into similar information exchange agreements. The Organisation for Economic Co-operation and Development has developed a global Common Reporting Standard (the "**CRS**") for multilateral exchange of information. The UK has implemented the CRS and so the Company will have to provide information about its Shareholders to HMRC under these rules. In December 2014, the EU formally adopted Council Directive 2014/107/EU to assist member states in combating tax evasion and fraud by extending the scope for the automatic exchange of information ("**DAC**"). Broadly speaking, DAC implements the CRS within the EU. For FATCA and the CRS, the 2018 reporting period will end on 31 December 2018, with reporting to HMRC by financial institutions for that period to take place by 31 May 2019. Failure to comply with the rules imposed by FATCA and other information exchange regimes could cause the Company be subjected to financial penalties.

As a result of FATCA (and the other FATCA-style agreements noted above), Shareholders will be required to provide certain information to the Company so that the Company can comply with its reporting obligations. In particular, Shareholders will be required to provide – and the Company may be obliged to disclose – details and information about Shareholders (and persons connected or associated with them) as may be required to enable the Company or any of its associates to comply with their obligations to any tax, regulatory or comparable authorities (including pursuant to FATCA or CRS) or where the Company believes such that such disclosure is in the interests of the Company. Any failure to do so may result in such Shareholder being subject to adverse consequences (in accordance with the Articles of Association).

Although the Company intends to comply with the rules imposed by FATCA and other FATCA-style agreements, the Company cannot guarantee that it will be able to satisfy its obligations under FATCA (and other information exchange regimes). Prospective investors and Shareholders are encouraged to consult their own tax advisors regarding the possible implications of FATCA and other information exchange regimes to their investment in the Company.

Financial Transaction Tax

Certain countries within the EU ("**FTT jurisdictions**") are proposing to introduce a financial transaction tax ("**FTT**") on certain financial transactions which have a connection with an FTT jurisdiction. A financial transaction may be connected with an FTT jurisdiction where one party is established (or deemed to be established) in an FTT jurisdiction. One of the factors that may be taken into account is where the transaction is of a financial instrument used in an FTT jurisdiction. Many of the details relating to the FTT are still being discussed. If the FTT is implemented, it may have an impact on the economic returns to the Company.

The Base Erosion and Profit Shifting Project (the "BEPS Project")

The Organisation for Economic Co-operation and Development is currently undertaking a project, known as the BEPS Project, with the aim that jurisdictions should change their domestic tax laws and introduce additional or amended provisions in double taxation treaties. Several of the areas of tax law on which the BEPS Project is focusing are potentially relevant to the ability of the Company to efficiently realise and/or repatriate income and capital gains from the jurisdictions in which they arise. Depending on the extent to and manner in which relevant jurisdictions implement changes in those areas of tax law, the ability of the Company to do those things may be adversely impacted. The implementation of the BEPS Project is likely to be a time of significant tax legislative changes for the OECD jurisdictions in which the Company may invest. These changes potentially include, for example, restrictions on interest and other deductions for tax purposes and/or restrictions on an entity's ability to rely on a double tax treaty and it is possible that increased taxation payable by investee businesses as a result of these measures could reduce economic returns for the Company. It is not clear precisely what impact there may be to the Company, as a result of such changes. Depending on how the BEPS Project is implemented, any changes to tax laws, or double tax treaties based on recommendations made by the OECD in relation to the BEPS Project, may also result in additional reporting and disclosure obligations for investors.

Prevention of the criminal facilitation of tax evasion.

Two new United Kingdom corporate criminal offences for failure to prevent the facilitation of tax evasion ("**FTP**" offences) have been created by the Criminal Finances Act 2017. The offences came into force on 30 September 2017. The FTP offences impose criminal liability on a company or a partnership (a "relevant

body") if it fails to prevent the criminal facilitation of tax evasion by a "person associated" with the relevant body. There is a defence to the charge if the relevant body can show that it had in place "reasonable prevention procedures" at the time the facilitation took place.

In order to comply with the Criminal Finances Act 2017, the Company and/or the Investment Manager may require additional information from Shareholders or prospective investors in the Company regarding their tax affairs.

Risk relating to packaged retail and insurance-based investment products ("PRIIPs")

Investors should be aware that the PRIIPs Regulation requires the Investment Manager, as a PRIIP manufacturer, to prepare a Key Information Document in respect of the Ordinary Shares. This KID must be made available by the Company to retail investors prior to them making any investment decision and is available on the Company's website at www.smithson.co.uk. The content of the KID is highly prescriptive, both in terms of the calculations underlying the numbers and the narrative, with limited ability to add further context and explanations, and therefore the KID should be read in conjunction with other material produced by the Company, including this Prospectus and, in future, the annual reports which will be available on the Company's website.

Alternative Investment Fund Managers Directive

The AIFM Directive, which was transposed by EU member states into national law on 22 July 2013, seeks to regulate alternative investment fund managers ("**AIFMs**") and imposes obligations on AIFMs in the EU or those who market shares in such funds to EU investors. In order to obtain authorisation under the AIFM Directive, an AIFM needs to comply with various organisational, operational and transparency obligations, which may create significant additional compliance costs, some of which may be passed to investors in the alternative investment funds ("**AIFs**") and may affect dividend returns.

The Company will, following Initial Admission, be an EU AIF for the purposes of the AIFM Directive and related regimes in relevant EU member states. Conditional on Initial Admission, the Company has appointed the Investment Manager (which, as an EU-AIFM is subject to the full requirements of the AIFM directive), as its AIFM.

In the event that the Investment Manager is no longer able to be the AIFM of the Company and a suitable replacement cannot be found, the Company may be required to become authorised itself as a self-managed AIF under the AIFM Directive. This will place a significant cost and administrative burden on the Company, and may therefore reduce returns for investors.

Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of its shares may materially adversely affect the Company's ability to carry out its investment policy successfully and to achieve its investment objective, which in turn may adversely affect the Company's business, financial condition, results of operations, NAV and/or the market price of the Ordinary Shares.

IMPORTANT INFORMATION

Prospective Shareholders should rely only on the information contained in this Prospectus. No person has been authorised to give any information or make any representations other than as contained in this Prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Investment Manager, Administrator or Investec or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company's obligations under the Prospectus Rules, the Listing Rules and the Disclosure Guidance and Transparency Rules neither the delivery of this Prospectus nor any subscription made under this Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this Prospectus or that the information contained herein is correct as at any time subsequent to its date.

Prospective Shareholders must not treat the contents of this Prospectus or any subsequent communications from the Company, the Investment Manager, the Administrator or Investec or any of their respective affiliates, officers, directors, employees or agents as advice relating to legal, taxation, accounting, regulatory, investment or any other matters.

In connection with the Initial Placing and any Subsequent Placing, Investec or any of its affiliates acting as an investor for its or their own account(s) may subscribe for the Ordinary Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or related investments in connection with the Initial Placing, any Subsequent Placing or otherwise. Accordingly, references in this Prospectus to the Ordinary Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, Investec or any of its affiliates acting as an investor for its or their own account(s). Investec does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

If you are in doubt about the contents of this Prospectus you should consult your stockbroker, bank manager, solicitor, accountant, legal or professional adviser or other financial adviser.

Intermediaries

The Company consents to the use of this Prospectus by Intermediaries in connection with any subsequent resale or final placement of securities by Intermediaries in the UK on the following terms: (i) in respect of the Intermediaries who have been appointed by the Company prior to the date of this Prospectus, as listed in paragraph 15 of Part 7 of this Prospectus, from the date of this Prospectus; and (ii) in respect of Intermediaries who are appointed by the Company after the date of this Prospectus, a list of which appears on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of securities by Intermediaries at 1.00 p.m. on 12 October 2018, unless closed prior to that date. The Company and each of the Directors accept responsibility for the content of this Prospectus with respect to the resale or final placement of Ordinary Shares in connection with the Intermediaries Offer by Intermediaries given consent by the Company to use this Prospectus.

The offer period within which any subsequent resale or final placement of securities by Intermediaries can be made and for which consent to use this Prospectus is given commences on 17 September 2018 and closes at 1.00 p.m. on 12 October 2018, unless closed prior to that date (any such prior closure to be announced via a Regulatory Information Service).

Applications by Intermediaries must be submitted in accordance with the terms and conditions entered into between the Intermediary and Investec in its capacity as Intermediaries Offer Adviser.

Information on the terms and conditions of any subsequent resale or final placement of securities by any Intermediary is to be provided at the time of the offer by the Intermediary. Any Intermediary using this Prospectus is required to state on its website that it uses this Prospectus in accordance with the consent and conditions as set out above.

Any new information with respect to Intermediaries unknown at the time of approval of this Prospectus will

be available on the Company's website.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any manufacturer (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the Ordinary Shares being the subject of the Initial Placing, the Intermediaries Offer, the Offer for Subscription and any Subsequent Placing under the Placing Programme have been subject to a product approval process, which has determined that such Ordinary Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Placing, the Intermediaries Offer, the Offer for Subscription, or any Subsequent Placing under the Placing Programme.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels.

Data protection

When an application is made to subscribe for Ordinary Shares, the Company and/or Link Asset Services in its capacity as Registrar and Receiving Agent will collect data about the prospective Shareholder, such as the name of the Shareholder, their address, the number of Ordinary Shares they subscribe or wish to subscribe to, account details, and proof of identity, together with such other personal data as is required in connection with the administration of the prospective Shareholder's interest in the Company ("**Personal Data**"). This data will be held and processed by the Company (and any third party in the United Kingdom to whom it may delegate certain administrative functions in relation to the Company) and/or Link Asset Services in accordance with applicable data protection legislation and regulatory requirements of the United Kingdom. It will be stored on the Company and/or Link Asset Services or other third party processor's computer systems and manually, and will be retained for as long as is necessary in order to administer the interests in the Company and for any period thereafter which is required in order for the Company to comply with its reporting obligations.

The Company is required by Data Protection Legislation to specify the purposes for which it will hold Personal Data. The Company and/or Link Asset Services (together with any third party, functionary, or agent appointed by the Company) will use and process such data for the following purposes:

- for or in connection with the subscription for, and holding of, Ordinary Shares, including processing Personal Data in connection with credit and money laundering checks on the prospective Shareholder;
- to communicate with the prospective Shareholder as necessary in connection with the proper running of the Company's business affairs and generally in connection with the subscription for, and holding of, Ordinary Shares;

- to provide Personal Data to such third parties as are or shall be necessary in connection with the proper running of the Company's business affairs and generally in connection with the subscription for, and holding of, Ordinary Shares or as Data Protection Legislation may require, including to third parties outside the United Kingdom or the European Economic Area (subject to the use of a transfer mechanism which is approved at the relevant time by the European Commission or any other regulatory body which has or acquires the right to approve methods of transfer of personal data outside the UK); and
- for the Company and/or Link Asset Services' internal record keeping and reporting obligations.

The legal basis for processing Personal Data for the purposes set out above, is the legitimate interests of the Company and/or Link Asset Services in carrying out the business of the Company and maintaining the register of members of the Company and/or (in some cases) that the processing is necessary for compliance with a legal obligation to which the Company and/or Link Asset Services is subject.

The Company is a data controller in respect of Personal Data and for the purpose of Data Protection Legislation. All prospective Shareholders whose Personal Data has been submitted in connection with an application for an interest in the Company have a right to:

- be told about the data that the Company and/or Link Asset Services hold about them and to receive a copy of the information that constitutes Personal Data about them, on request;
- request access to and rectification or erasure of Personal Data, restriction of processing concerning the prospective Shareholder, and the right to data portability (as set up in, and subject to limits imposed by Data Protection Legislation);
- withdraw consent to processing, to the extent that processing is based on consent; and
- lodge a complaint about processing with the UK data protection supervisory authority (the Information Commissioners Office).

If you wish to exercise any of these rights, or wish to contact the Company and/or Link Asset Services about your Personal Data, you should submit a written application to the Company via the Company Secretary at Mermaid House, 2 Puddle Dock, London, EC4V 3DB and/or Link Asset Services at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU.

Where a third party provides Personal Data about a prospective Shareholder to the Company and/or Link Asset Services, the third party represents and warrants to the Company and/or Link Asset Services, that it has collected and transferred such data to the Company and/or Link Asset Services in accordance with Data Protection Legislation.

Regulatory information

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful. The issue or circulation of this Prospectus may be prohibited in some countries.

Investment considerations

The contents of this Prospectus are not to be construed as advice relating to legal, financial, taxation, accounting, regulatory, investment decisions or any other matter. Prospective investors must inform themselves as to:

- the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of the Ordinary Shares;
- any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of the Ordinary Shares which they might encounter; and
- the income and other tax consequences which may apply to them as a result of the purchase,

holding, transfer, redemption or other disposal of the Ordinary Shares.

Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, accounting, regulatory, investment or any other related matters concerning the Company and an investment in the Company.

An investment in the Company should be regarded as a long-term investment. There can be no assurance that the Company's investment objectives will be achieved.

It should be remembered that the price of the Ordinary Shares, and the income from such Ordinary Shares (if any), can go down as well as up.

This Prospectus should be read in its entirety before making any investment in the Ordinary Shares. All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the memorandum of association and the Articles which investors should review. A summary of the Articles is contained in Part 7 of this Prospectus under the section headed "Articles of association".

Forward looking statements

This Prospectus includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements relate to matters that are not historical facts. They appear in a number of places throughout this Prospectus and include statements regarding the intentions, beliefs or current expectations of the Company, the Directors and the Investment Manager concerning, amongst other things, the investment strategy, investment performance, results of operations, financial condition, prospects and the dividend policies of the Company and the companies in which it will invest. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements. These factors include, but are not limited to, changes in general market conditions, legislative or regulatory changes, changes in taxation regimes or development planning regimes, the Company's ability to invest the Issue Proceeds and the proceeds of any Subsequent Placing in suitable investments on a timely basis and the availability and cost of capital for future investments.

Potential investors are advised to read this Prospectus in its entirety, and, in particular, the section of this Prospectus entitled "Risk Factors" for a further discussion of the factors that could affect the Company's future performance. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Prospectus may not occur or may not occur as foreseen.

These forward-looking statements speak only as at the date of this Prospectus. Subject to its legal and regulatory obligations (including under the Listing Rules, the Prospectus Rules, the DTRs and the Takeover Code), the Company expressly disclaims any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based.

Presentation of financial information

The Company is newly formed and as at the date of this Prospectus has only commenced limited operations and has no assets or liabilities, and therefore no statutory financial statements have been prepared as at the date of this Prospectus. All future financial information for the Company is intended to be prepared in accordance with IFRS as adopted by the European Union and, unless otherwise indicated, the financial information in this Prospectus has been prepared in accordance with IFRS as adopted by the European Union. In making an investment decision, prospective investors must rely on their own examination of the Company from time to time and the terms of the Initial Issue or any Subsequent Placing (as applicable).

Presentation of industry, market and other data

Information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to the Company's business and the track record of the Investment Manager contained in this Prospectus consists of estimates based on data and reports compiled by professional organisations and analysts, information made public by investment vehicles previously managed by the Investment Manager, on data from other external sources and on the Company's, the Directors' and Investment Manager's knowledge of the markets in which the Company invests. Information regarding the macroeconomic environment has been compiled from publicly available sources. In many cases, there is no readily available external information (whether from trade associations, government bodies or other organisations) to validate market-related analyses and estimates, requiring the Company to rely on internally developed estimates. The Company takes responsibility for compiling, extracting and reproducing market or other industry data from external sources, including third parties or industry or general publications, but none of the Company, the Investment Manager or Investec has independently verified that data. The Company gives no assurance as to the accuracy and completeness of, and takes no further responsibility for, such data. Similarly, while the Company believes its and the Investment Manager's internal estimates to be reasonable, they have not been verified by any independent sources and the Company cannot give any assurance as to their accuracy.

Currency presentation

Unless otherwise indicated, all references in this Prospectus to "GBP", "pounds sterling", "£", "pence" or "p" are to the lawful currency of the UK.

Governing law

Unless otherwise stated, statements made in this Prospectus are based on the law and practice currently in force in England and Wales.

Website

The contents of the Company's website, www.smithson.co.uk, do not form part of this Prospectus. Investors should base their decision whether or not to invest in the Ordinary Shares on the contents of this Prospectus alone.

Notice to prospective investors in the European Economic Area

The Ordinary Shares have not been, and will not be, registered under the securities laws, or with any securities regulatory authority of, any member state of the EEA other than the United Kingdom and the Republic of Ireland (and may not be registered in the Republic of Ireland on or after 29 March 2019) and subject to certain exceptions, the Ordinary Shares may not, directly or indirectly, be offered, sold, taken up or delivered in or into any member state of the EEA other than the United Kingdom and (prior to 29 March 2019, unless otherwise extended by the Company) the Republic of Ireland.

The distribution of this Prospectus in other jurisdictions may be restricted by law and therefore persons into whose possession this Prospectus comes should inform themselves about and observe any such restrictions.

Notice to prospective investors in the Republic of Ireland

The Ordinary Shares that are the subject of this Prospectus, have not been and shall not be offered, sold, transferred or delivered in Ireland other than to qualified investors (within the meaning of the Prospectus Directive).

The Initial Placing, Intermediaries Offer and Offer for Subscription do not require the publication, or passporting into Ireland, of an approved prospectus for Irish prospectus law purposes. This prospectus has not therefore been filed with or approved by the Central Bank of Ireland.

Notice to prospective investors in Jersey

Subject to certain exemptions (if applicable), the Company shall not raise money in Jersey by the issue anywhere of the Ordinary Shares, and this Prospectus relating to the Ordinary Shares shall not be circulated in Jersey, without first obtaining consent from the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958, as amended. No such consents have been obtained by the Company. Subject to certain exemptions (if applicable), offers for securities in the Company may only be distributed and promoted in or from within Jersey by persons with appropriate registration under the Financial Services (Jersey) Law 1998, as amended. It must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company.

Notice to prospective investors in Guernsey

Ordinary Shares in the Company may only be offered or sold in or from within the Bailiwick of Guernsey either (i) by persons licensed to do so under the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended (the "**POI Law**"); or (ii) to persons licensed under the POI Law or persons licensed under the Insurance Business (Bailiwick of Guernsey) Law, 2002, as amended, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, as amended, the Insurance Managers and Intermediaries (Bailiwick of Guernsey) Law, 2002, as amended, or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc., (Bailiwick of Guernsey) Law, 2000, as amended.

Notice to investors in the Isle of Man

This Prospectus has not been, and is not required to be, filed or lodged with any regulatory or other authority in the Isle of Man. The Company is not subject to any regulatory approval in the Isle of Man. Shareholders in the Company are not protected by any statutory compensation arrangements in the event of the Company's failure and the Isle of Man Financial Services Authority does not vouch for the financial soundness of the Company or for the correctness of any statements made or opinions expressed with regard to it .

For the attention of United States residents and US Persons

The Ordinary Shares have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any State or any other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S). In addition, the Company has not been and will not be registered under the US Investment Company Act, and investors will not be entitled to the benefits of the US Investment Company Act. The Ordinary Shares have not been approved or disapproved by the US Securities and Exchange Commission, any State securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Ordinary Shares or the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States and any re-offer or resale of any of the Ordinary Shares in the United States or to US Persons may constitute a violation of US law or regulation. Applicants for Ordinary Shares will be required to certify that they are not US Persons and are not subscribing for Ordinary Shares on behalf of US Persons. Any person in the United States who obtains a copy of this Prospectus is requested to disregard it.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

EXPECTED TIMETABLE

THE ISSUE

Latest time and date for receipt of Application Forms in respect of the Offer ⁽¹⁾	1 p.m. on 12 October 2018
Latest time and date for receipt of completed applications in respect of the Intermediaries Offer ⁽¹⁾	1 p.m. on 12 October 2018
Latest time and date for commitments under the Initial Placing ⁽¹⁾	1 p.m. on 16 October 2018
Publication of results of the Issue	17 October 2018
Admission and commencement of unconditional dealings in the Ordinary Shares issued under the Initial Issue ⁽²⁾	8.00 a.m. on 19 October 2018
CREST accounts credited in respect of uncertificated Ordinary Shares issued under the Initial Issue	19 October 2018
Where applicable, share certificates despatched in respect of Ordinary Shares issued under the Initial Issue ⁽³⁾	within 10 business days of Initial Admission

THE PLACING PROGRAMME

Placing Programme opens	19 October 2018
Programme Admission and commencement of dealings in Ordinary Shares issued pursuant to the Placing Programme	8.00 a.m. on each day Ordinary Shares are issued pursuant to the Placing Programme
CREST accounts credited in respect of uncertificated Ordinary Shares issued pursuant to the Placing Programme	As soon as possible after 8.00 a.m. on each day Ordinary Shares are issued in uncertificated form pursuant to the Placing Programme
Where applicable, despatch of definitive share certificates for Ordinary Shares issued pursuant to the Placing Programme	Approximately one week following the relevant Programme Admission
Latest date for Ordinary Shares to be issued pursuant to the Placing Programme	16 September 2019

- (1) The Directors may, with prior approval of Investec, extend such date and thereby extend any of the Initial Placing, Intermediaries Offer and/or Offer periods, to a time and date no later than noon on 30 November 2018 in respect of the Initial Issue. If any such periods are extended, the Company will notify investors of such change by the publication of an RIS announcement.
- (2) Times and dates are subject to change. All dealings in the Ordinary Shares prior to the commencement of unconditional dealings will be on a "conditional basis" and will be of no effect if Initial Admission does not take place and will be at the sole risk of the parties concerned.
- (3) Underlying applicants who apply under the Intermediaries Offer for Ordinary Shares will not receive share certificates.

INITIAL ISSUE STATISTICS

Target size of the Initial Issue ⁽¹⁾	£250 million
Issue Price	£10
Target Issue Proceeds ⁽¹⁾	£250 million

- (1) The maximum size of the Initial Issue is £350 million with the actual size of the Initial Issue being subject to investor demand. The number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Issue Proceeds, is not known at the date of this Prospectus but will be notified by the Company via an RIS announcement prior to Initial Admission. The Initial Issue will not proceed if the Issue Proceeds would be below £60 million. It is also assumed for this purpose that 25 million Ordinary Shares are issued pursuant to the Initial Issue.

PLACING PROGRAMME STATISTICS

Maximum number of Ordinary Shares to be issued and allotted in aggregate pursuant to the Placing Programme⁽¹⁾

45 million Ordinary Shares (in aggregate with the number of Ordinary Shares issued pursuant to the Initial Issue)

Placing Programme Price

To be determined in respect of each Subsequent Placing by the Directors and the Company's broker at the time of the relevant Subsequent Placing but not to be less than the NAV (cum income) per Ordinary Share together with a premium to cover the *pro rata* expenses of the issue of new Ordinary Shares under the Placing Programme

(1) The number of Ordinary Shares to be issued pursuant to each Subsequent Placing is not known at the date of this Prospectus but will be notified by the Company via an RIS announcement prior to the relevant Programme Admission.

DEALING CODES

The dealing codes for the Ordinary Shares will be as follows:

ISIN:	GB00BGJWTR88
SEDOL:	BGJWTR8
Ticker:	SSON
LEI:	52990070BDK2OKX5TH79

DIRECTORS AND ADVISERS

Directors

Mark Pacitti (Chairman)
Diana Dyer Bartlett
Lord St. John of Bletso

Registered office and directors' business address

33 Cavendish Square
London W1G 0PW

Investment Manager

Fundsmith LLP
33 Cavendish Square
London W1G 0PW

Sponsor and Broker

Investec Bank plc
30 Gresham Street
London EC2V 7QP

Legal advisers to the Company as to English and US law

Travers Smith LLP
10 Snow Hill
London EC1A 2AL

Legal advisers to the Sponsor and Broker as to English law

Gowling WLG (UK) LLP
4 More London Riverside
London, SE1 2AU

Auditor and Reporting Accountant

Deloitte LLP
2 New Street Square
London EC4A 3BZ

Company Secretary

PraxisIFM Fund Services (UK) Limited
Mermaid House
2 Puddle Dock
London EC4V 3DB

Administrator

Northern Trust Global Services PLC
50 Bank Street
Canary Wharf
London E14 5NT

Depository

Northern Trust Global Services PLC
50 Bank Street
Canary Wharf
London E14 5NT

Registrar and Receiving Agent

Link Asset Services
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

PART 1 - THE COMPANY

Introduction

The Company is a newly established, externally managed investment trust incorporated in England and Wales, with an unlimited life and is targeting raising £250 million through the issue of up to 25 million Ordinary Shares pursuant to the Initial Issue. The Company will be listed on the Official List and the Ordinary Shares will be traded on the main market of the London Stock Exchange.

The Company is not regulated by the FCA or any other regulatory authority but will, following Initial Admission, be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules. The Listing Rules include a listing principle that a listed company must ensure that it treats all holders of the same class of shares that are in the same position equally in respect of the rights attaching to such shares. The Directors intend, at all times, to conduct the affairs of the Company so as to enable it to qualify as an investment trust for the purposes of section 1158 of the CTA 2010, as amended.

The Company has entered into the Investment Management Agreement with the Investment Manager, pursuant to which the Investment Manager will manage the Company's investments and assets in accordance with the Company's investment policy. The Investment Manager will be the Company's AIFM for the purposes of the AIFM Directive. A summary of the Investment Management Agreement is set out in paragraph 9 of Part 7 of this Prospectus.

Terry Smith, the Investment Manager's CIO and CEO, will own 2.5 million Ordinary Shares upon Initial Admission (through Eighth Wonder Limited, a company of which he is the sole ultimate beneficial owner), and other partners and employees of the Investment Manager will own in aggregate approximately 500,000 Ordinary Shares upon Initial Admission.

Each of the founder partners and certain employees of the Investment Manager has entered into a lock-in deed pursuant to which he has agreed not to sell the Ordinary Shares he owns for one year from Initial Admission, save in limited circumstances. The Directors have, in aggregate, subscribed or agreed to subscribe at Initial Admission for 30,000 Ordinary Shares at the Issue Price. Through this investment in the Company and a remuneration structure strongly linked to long-term Shareholder value, the Directors' and the Investment Manager's interests will be firmly aligned to those of the Shareholders.

Investment objective

The Company's investment objective is to provide Shareholders with long term growth in value through exposure to a diversified portfolio of shares issued by listed or traded companies.

Investment policy

The Company's investment policy is to invest in shares issued by small and mid sized listed or traded companies globally with a market capitalisation (at the time of investment) of between £500 million to £15 billion (although the Company expects that the average market capitalisation of the companies in which it invests to be approximately £7 billion).

The Company's approach is to be a long-term investor in its chosen stocks. It will not adopt short-term trading strategies. Accordingly, it will pursue its investment policy by investing in approximately 25 to 40 companies as follows:

- (a) the Company can invest up to 10 per cent. in value of its Gross Assets (as at the time of investment) in shares issued by any single body;
- (b) not more than 20 per cent. in value of its Gross Assets (as at the time of investment) can be in deposits held with a single body. In applying this limit all uninvested cash (except cash representing distributable income or credited to a distribution account that the Depositary holds) should be included;
- (c) not more than 20 per cent. in value of its Gross Assets (as at the time of investment) can consist of

shares issued by the same group. When applying the limit set out in (a), this provision would allow the Company to invest up to 10 per cent. in the shares of 2 companies which are members of the same group (as at the time of investment);

- (d) the Company's holdings in any combination of shares or deposits issued by a single body must not exceed 20 per cent. in value of its Gross Assets (as at the time of investment) overall;
- (e) the Company must not acquire shares issued by a body corporate and carrying rights to vote at a general meeting of that body corporate if the Company has the power to influence significantly the conduct of business of that body corporate (or would be able to do so after the acquisition of the shares). The Company is to be taken to have power to influence significantly if it exercises or controls the exercise of 20 per cent. or more of the voting rights in that body corporate; and
- (f) the Company must not acquire shares which do not carry a right to vote on any matter at a general meeting of the body corporate that issued them and represent more than 10 per cent. of the shares issued by that body corporate.

The Company may also invest cash held for working capital purposes and awaiting investment in cash deposits and money market funds.

For the purposes of this investment policy, certificates representing certain shares (for example, depositary interests) will be deemed to be shares.

Hedging policy

The Company will not use portfolio management techniques such as interest rate hedging and credit default swaps.

The Company will not use derivatives for purposes of currency hedging or for any other purpose.

Borrowing policy

The Company has the power to borrow using short-term banking facilities to raise funds for short-term liquidity purposes or for discount management purposes including the purchase of its own shares, provided that the maximum gearing represented by such borrowings shall be limited to 15 per cent. of the Net Asset Value at the time of draw down of such borrowings. The Company may not otherwise employ leverage.

Investment restrictions

The Company will comply with the investment restrictions set out below and will continue to do so for so long as they remain requirements of the FCA:

- (a) neither the Company nor any of its subsidiaries will conduct any trading activity which is significant in the context of the group as a whole;
- (b) the Company must, at all times, invest and manage its assets in a way which is consistent with its object of spreading investment risk and in accordance with the published investment policy; and
- (c) not more than 10 per cent. of its Gross Assets at the time an investment is made will be invested in other closed-ended investment funds which are listed on the Official List.

The Directors do not currently intend to propose any material changes to the Company's investment policy, save in the case of exceptional or unforeseen circumstances. As required by the Listing Rules, any material change to the investment policy of the Company will be made only with the approval of Shareholders.

In the event of any breach of the investment restrictions applicable to the Company, Shareholders will be informed of the remedial actions to be taken by the Company through an RIS announcement.

The small and medium sized market opportunity

The Company's investments will be focused on small and medium ("**SMID**") sized listed or traded

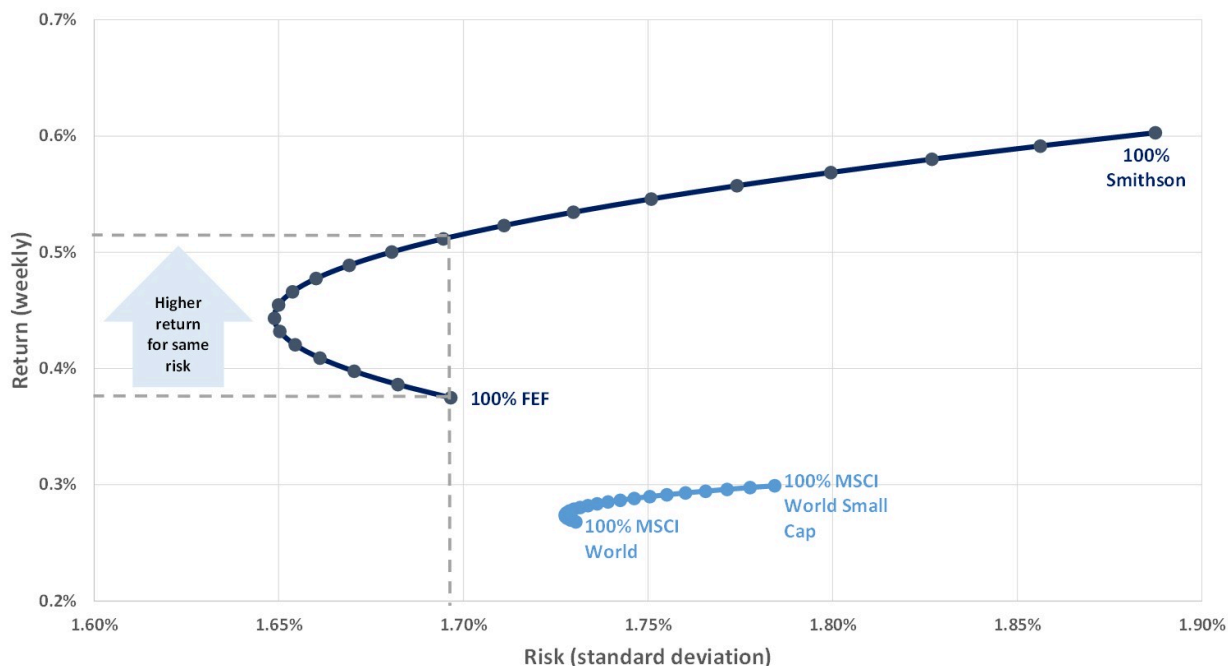
companies globally, which are companies with a market capitalisation of between £500 million and £15 billion (although it currently expects that the average market capitalisation of the companies in which it invests to be approximately £7 billion). The Investment Manager will focus on investing in those companies it believes can compound in value over many years. It will seek to achieve this by selecting companies that have an established track record of success, such as having already established a dominant market share in their niche product or service or having brands or patents which others would find difficult, if not impossible, to replicate.

The Investment Manager believes such SMID sized companies tend to out-perform large companies. As an example, the MSCI World SMID Cap Index, a group of global companies with an average market capitalisation of £2 billion, has increased in value at an annual rate of 9.3 per cent. per year over the past 20 years. This compares to the MSCI World Large Cap Index, comprising global large companies with an average size of £35 billion, which had an annual return of 6.2 per cent. over the same timeframe.

The Investment Manager believes there is also an investment opportunity to take advantage of greater discrepancies between the share price and valuation of SMID sized companies, in part due to lighter research coverage and less information being available on them. For example, in the United States, the median "Mid Cap" stock has 45 per cent. fewer analysts covering it than the median "Large Cap" stock. The median "Small Cap" stock has one-quarter of the number of analysts covering it than the median "Large Cap" stock. The potential for such pricing discrepancies may partly explain why a broad composite of 156 smaller companies funds has outperformed the MSCI World SMID Index over 1, 3 and 5 years.

The Investment Manager also believes that SMID sized companies tend to have higher expected returns but also higher expected risk, defined as price volatility (a measure of how much its price moves over time), when compared to larger companies. However, adding a small and mid cap portfolio to a large cap portfolio can raise expected returns without increasing risk, due to the different risk and return characteristics that SMID sized companies provide.

The chart below illustrates how small and mid cap investments combined with large cap investments can improve the risk:return profile of a portfolio. The points on the line show the results of different combinations of a large cap portfolio, in this case the Fundsmith Equity Fund, with a sample portfolio of small and mid cap companies from Smithson's Investable Universe. The shape of the line demonstrates that the effect of holding a combination of the two funds can increase expected returns without increasing risk.



Note:

This chart shows (on the vertical axis) the average historical weekly return over the last five years and (on the horizontal axis) the standard deviation of those returns. The standard deviation is a measure of the volatility of those returns which can be equated to the risk. The chart includes two pairs of comparable sources of return that distinguish between the returns of larger market capitalisation companies and the SMID sized companies. The first pair are two indices, the MSCI World Index and the MSCI World Small Cap Index. For the second pair, the chart shows two funds, the Fundsmith Equity Fund and Smithson. The Fundsmith Equity Fund is run using the same investment philosophy as Smithson, but it is focussed on companies that have market capitalisations which are above Smithson's range. For the indices and the Fundsmith Equity Fund, actual data has been used to calculate the expected return and the risk. For Smithson, the chart is calculated from a set of back test data from a sample portfolio. For each curve, at one end the chart shows the return and the risk associated with owning 100 per cent. of the larger market capitalisation companies. At the other end, the chart shows the return and the risk associated with owning 100 per cent. of the SMID sized companies. This shows that, for both curves, the SMID sized companies have, over that period, shown a higher average weekly return but for a higher risk. That same calculation has then been run for a combination of these two (each dot along the curve represents a change of 5 per cent. from one portfolio to the other) and the curve shows the effect of a such a combination. This analysis indicates that, because of the broadening of diversity, an overall investment combination of these two types of company can initially increase the expected return and reduce the expected volatility. As the weighting to SMID exposure continues to increase, the benefits of diversification diminish and the line turns back on itself, with risk and return both increasing. However, as with any form of this type of analysis, past performance is not a reliable indicator of future results.

The Investment Manager intends to invest in SMID sized companies that exhibit strong profitability that is sustainable over time and generate substantial cash flow that can be reinvested back into the business. Its strategy is not to overpay when buying the shares of such companies and then do as little dealing as possible in order to minimise the expenses of the Company, allowing the investee companies' returns to compound for Shareholders with minimum interference.

The Investment Manager will look to avoid companies that are heavily leveraged or forced to rely upon debt in order to provide an adequate return, as well as sectors and industries that innovate very quickly and are rapidly changing. It will instead focus on companies that have exhibited an ability to continue outperforming competitors and will look for companies that rely heavily on intangible assets in industries such as information technology, health care and consumer goods.

While the Investment Manager recognises that SMID sized companies exhibit higher share price volatility than large companies, it will focus on holding the Company's investments over the long-term and, therefore, will not be forced to act when market prices are unattractive.

Potential investment opportunities

In order to take advantage of the SMID sized market opportunity described above, the Investment Manager has compiled a list of traded companies that, as at the date of this Prospectus, fall within the Company's

investment policy and which exhibit, in the Investment Manager's opinion, characteristics that would lead the Investment Manager to consider making an investment (such characteristics being further detailed above and in Part 3 of this Prospectus). The Investment Manager refers to such companies as the Company's "Investable Universe" and it consists of 83 companies.

Prospective investors should be aware that the companies which form part of the Investable Universe will change from time to time. The Company may continue to hold an investment even if the investee company no longer falls within the definition of a SMID sized company subsequent to an investment being made. The exact composition of the fully invested portfolio will depend on a number of factors (including the continued availability of shares issued by the companies in the Investable Universe at the time of the Company's investment, which cannot be guaranteed).

Prospective investors should also note that the information set out below in respect of the returns of the companies which comprise the Investable Universe is intended to be illustrative only and is not designed to be indicative of, or to predict or forecast the future performance, of the Company or its eventual investment portfolio, the returns of which may be materially different from the historic returns from companies in the Investable Universe. In particular, the Investable Universe comprises 83 companies. It is anticipated that the Company's initial portfolio will comprise between 25 and 40 investments once the Issue Proceeds are substantially invested meaning that a majority of the companies in the Investable Universe will not form part of the initial portfolio and the returns of the investments actually made by the Company will not necessarily correlate with the aggregate returns of the entire Investable Universe.

Set out below is a breakdown of the Investable Universe by reference to the geographical location and industry sector in which the relevant companies operate:

By geographical location

The split of companies by country of listing in the Investable Universe is as set out below:

By country of listing	Split
United States	49%
United Kingdom	14%
Japan	7%
Switzerland	6%
France	5%
Australia	4%
Denmark	4%
Germany	4%
Italy	4%
Canada	1%
New Zealand	1%
Sweden	1%

The geographic split of companies by revenue in the Investable Universe is as set out below:

By revenue	Split
North America	47%
Europe	28%
Asia Pacific	20%
Eurasia, Middle East, Africa	2%
Latin America	2%

By industry sector

The split of companies by industry sector in the Investable Universe is as set out below:

By industry	Split
Information Technology	30%
Health Care	21%
Industrials	21%
Consumer Discretionary	12%
Consumer Staples	13%
Financials	2%
Materials	1%

Source: Investment Manager, classification of industries made in accordance with the Global Industry Classification Standard.

Overall, the Investable Universe has a total market value of approximately £602 billion, which implies an average market capitalisation of more than £7 billion. Based on the latest financial information available when the Investment Manager conducted its initial research, the average free float of the Investable Universe was approximately 82 per cent. and the Investable Universe showed a median return on capital employed ("**ROCE**") of approximately 27 per cent. and a free cash flow yield of approximately 3 per cent. Using the same data, over 5 years, the free cash flow yield of the Investable Universe has grown by over 100 per cent., which implies a compound annual growth rate of over 15 per cent.

The table below shows the aggregated cumulative return on the shares of the companies comprising the Investable Universe over one, three and five year periods as at 31 July 2018, together with the total returns on various indices over the same periods.

As at 31 July 2018	1 Year	3 Years	5 Years
Total Return			
Smithson Investable Universe Back Test ⁽¹⁾	28.3%	122.0%	251.8%
S&P 500 Index	16.1%	66.4%	107.7%
FE Broad Composite of Global Smaller Companies Funds ⁽²⁾	13.7%	59.9%	93.8%
MSCI World SMID Cap Index	12.7%	57.1%	85.3%
MSCI World Index	12.4%	53.9%	81.9%
FTSE 100 Index	9.4%	30.4%	41.5%

Sources: Financial Express, Bloomberg, www.msci.com

(1) Returns on the Company's Investable Universe back test are presented net of the Management Fee payable to the Investment Manager and other ongoing costs of the Company. However, trading fees and costs are not reflected in the returns presented in the table. Accordingly, any return on an investment by the Company in the Investable Universe may be lower to take account of such fees. In addition, as with any form of this type of analysis, past performance is not a reliable indicator of future results.

(2) FE Broad Composite is an equally weighted portfolio of 156 US, Europe & Japan Smaller Company Funds.

The table below sets out the performance measures of the Investable Universe against the MSCI SMID Cap Index for the last twelve months as at 31 July 2018:

	Investable Universe	MSCI SMID
FCF Growth	22% ⁽¹⁾	10%
ROCE	28% ⁽²⁾	9%
Gross Margin	59%	33%
Operating Profit Margin	25%	8%
Cash Conversion	112%	85%
Leverage	2%	40%

Sources: Bloomberg, www.msci.com

(1) FCF Growth for the Investable Universe excludes Swedish Match, whose growth was greater than 1,000 per cent.

(2) ROCE for the Investable Universe excludes Rightmove, which had a return of greater than 1,000 per cent.

Data for the MSCI World SMID Cap Index is shown ex-financials, with weightings as at 31 July 2018 and is calculated on a market-cap weighted average basis. Data for the Investable Universe is on a mean average basis. Leverage (net debt divided by equity) data for the Investable Universe is done on a median average basis.

The table below shows the aggregated cumulative return on the available shares of the companies comprising the Investable Universe over two periods during which markets experience significant downturns, together with the total returns on two indices over the same periods. Whilst such past performance is no guide to future performance, it shows that in such periods, shares in the Investable Universe performed better than such indices

Total Return in GBP	7 December 2007 to 9 March 2009	30 December 1999 to 7 March 2003
Smithson Investable Universe Back Test ⁽¹⁾	-14.7%	-1.8%
MSCI World SMID Cap Index	-38.5%	-31.2%
MSCI World Index	-36.3%	-45.5%

Sources: Bloomberg, www.msci.com

(1) Returns on the Company's Investable Universe back test are presented net of the Management Fee payable to the Investment Manager and other ongoing costs of the Company. However, trading fees and costs are not reflected in the returns presented in the table. Accordingly, any return on an investment by the Company in the Investable Universe may be lower to take account of such fees. In addition, as with any form of this type of analysis, past performance is not a reliable indicator of future results.

Note: For the period from 30 December 1999 to 7 March 2003, 26 stocks in the Smithson Investable Universe were not yet listed for any part of the date range and have been excluded. For the period between 7 December 2007 and 9 March 2009, 10 companies were not listed for any part of the date range and have been excluded.

Investment Manager

Under the Investment Management Agreement, Fundsmith LLP, the Investment Manager, which is authorised and regulated in the UK by the Financial Conduct Authority, has been appointed by the Company as its Investment Manager and in such capacity acts as discretionary investment manager to the Company within the strategic guidelines set out in the Company's investment policy and subject to the oversight of the Board.

The Investment Manager was founded in 2010 and shortly thereafter launched The Fundsmith Equity Fund, a conviction-led global equities fund with an equivalent strategy to the Company's (but with a focus on larger capitalisation, potentially lower risk investments) and Fundsmith Emerging Equities Trust plc, which invests in listed and traded companies with exposure to the increasing consumer classes in developing economies.

The investment management team will be led by Simon Barnard as investment manager and Will Morgan as assistant investment manager, both of whom will lead in the identification and selection of the Company's pipeline of potential investments, including the provision of investment and portfolio management services relating to the ongoing management of the assets. They will report to Terry Smith as

CEO and CIO of Fundsmith LLP. Terry will also provide advice and support to Simon and Will as required. Simon and Will will also be assisted by Jonathan Imlah as research analyst.

Further details in relation to the Investment Manager and the Investment Manager's team are set out in Part 3 of this Prospectus. A summary of the terms of the Investment Management Agreement is provided in paragraph 9 of Part 7 of this Prospectus.

Capital structure

The Company's issued share capital at Initial Admission will comprise the Ordinary Shares currently in issue and those which will be issued pursuant to the Initial Issue. The Ordinary Shares will be admitted to trading on the main market for listed securities of the London Stock Exchange and will be listed on the premium segment of the Official List.

Shareholders will be entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share held.

On a winding up, provided the Company has satisfied all of its liabilities, the Shareholders are entitled to all of the surplus assets of the Company.

The Company's Articles contain provisions that permit the Directors to issue C Shares from time to time. C Shares are shares which convert into Ordinary Shares only when a specified proportion of the net proceeds of issuing such C Shares have been invested in accordance with the Company's investment policy (prior to which the assets of the Company attributable to the C Shares are segregated from the assets of the Company attributable to the Ordinary Shares). A C Share issue would therefore permit the Board to raise further capital for the Company whilst avoiding any immediate dilution of investment returns for existing Shareholders which may otherwise result.

The Ordinary Shares carry the right to receive all dividends declared by the Company, subject to the right of the C Shares (if any have been issued by the Company) to receive dividends that the Directors resolve to pay out of the net assets attributable to the C Shares and from income received and accrued which is attributable to the C Shares.

Further issues

In addition to the Board's authority to allot up to 45 million Ordinary Shares pursuant to the Placing Programme (inclusive of those Ordinary Shares issued pursuant to the Initial Issue), the Board will have authority to allot further Ordinary Shares following Initial Admission, representing up to 20 per cent. of the Company's issued share capital immediately following Initial Admission, such authority lasting until the first annual general meeting of the Company. To the extent that the authority is used before the first annual general meeting, the Company may convene a general meeting to refresh the authority. Shareholders' pre-emption rights over this unissued share capital have been disapplied so that the Board will not be obliged to offer any such new Ordinary Shares to Shareholders pro rata to their existing holdings. The reason for this is to retain flexibility, following Initial Admission, to issue new Ordinary Shares (including Ordinary Shares issued in accordance with the authority referred to above) to investors. Except where authorised by Shareholders, no Ordinary Shares will be issued at a price which is less than the Net Asset Value per existing Ordinary Share at the time of their issue (plus the costs of the issue) unless they are first offered pro rata to Shareholders on a pre-emptive basis.

As noted under "Capital Structure" above, the Articles contain provisions that permit the Directors to issue C Shares from time to time and a C Share issue would permit the Board to raise further capital for the Company whilst avoiding any immediate dilution of investment returns for existing Shareholders which may otherwise result.

Discount management

Purchase of own shares

The Directors have the authority to purchase in the market up to 14.99 per cent. of the Ordinary Shares in issue immediately following Initial Admission. This authority will expire at the conclusion of the Company's

first annual general meeting or if earlier, 18 months from the date on which the resolution conferring the authority was passed. The Directors intend to seek annual renewal of this authority from Shareholders at each annual general meeting. Whether the Company purchases any such Ordinary Shares, and the timing and the price paid on any such purchase, will be at the discretion of the Directors. Ordinary Shares which are bought back may be cancelled or held in treasury. It is the current intention of the Directors to hold any Ordinary Shares which have been bought back in treasury. Ordinary Shares held in treasury may be sold by the Company at prices equal to or above the prevailing Net Asset Value per Ordinary Share.

Continuation Vote

If after the end of the fourth financial year of the Company's existence (being 31 December 2022) or any subsequent year, the Ordinary Shares have traded, on average, at a discount in excess of 10 per cent. of Net Asset Value per Ordinary Share in any such year, the Directors will consider proposing a special resolution at the Company's next annual general meeting that the Company ceases to continue in its present form. If such vote is proposed and passed, the Board will be required to formulate proposals to be put to Shareholders within four months to wind up or otherwise reconstruct the Company, having regard to the liquidity of the Company's underlying assets. Any such proposals may incorporate arrangements which enable investors who wish to continue to be exposed to the Company's investment portfolio to maintain some or all of their existing exposure.

The discount or premium at which the Ordinary Shares trade on each Business Day in a financial year for the purposes of the continuation vote mechanism will be determined by reference to the closing bid price of the Ordinary Shares on each relevant Business Day and the most recently published Net Asset Value per Ordinary Share.

Dividend policy

The Company's intention is to look for overall return rather than seeking any particular level of dividend. The Company will comply with the investment trust rules regarding distributable income but does not expect significant income from the shares in which it invests.

Any dividends and distributions will be at the discretion of the Board. Subject to the Companies Act, the Company may, by ordinary resolution, declare dividends to be paid to Shareholders according to their rights and interests in the profits of the Company available for distribution, but no dividend shall be declared in excess of the amount recommended by the Board.

Subject to the Companies Act, the Board may from time to time pay to the Shareholders such interim dividends as appear to the Board to be justified by the profits available for distribution and the position of the Company, on such dates and in respect of such periods as it thinks fit.

Were the Company to be in a position to pay a dividend, then it may, subject to complying with all relevant criteria and with the approval of the Shareholders by ordinary resolution, choose to offer Shareholders a scrip dividend alternative or may establish a scrip dividend scheme that would allow Shareholders to receive Ordinary Shares instead of a cash dividend.

Investment trust status

The Company intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of section 1158 of the CTA 2010.

In summary, in order for the Company to be eligible as an investment trust:

- all or substantially all of the Company's business consists of investing its funds in shares, land or other assets with the aim of spreading investment risk and giving Shareholders the benefit of the results of the management of its funds;
- the Company's Ordinary Shares (and any other class of ordinary shares which are issued by the Company from time to time) must be admitted to trading on a regulated market, such as the main market of the London Stock Exchange, throughout the accounting period; and

- the Company must not be a venture capital trust (within the meaning of Part 6 of the Income Tax Act 2007) or UK REIT (within the meaning of Part 12 of the Corporation Tax Act 2010).

In order for the Company to maintain its investment trust status it must:

- not be a close company;
- not retain in respect of any accounting period an amount which is greater than 15 per cent. of its income for the period; and
- notify HMRC if it revises its investment policy or breaches the regime.

The AIFM Directive

The Company currently intends to operate as an externally managed EEA domiciled AIF with a full-scope-EEA AIFM for the purposes of the AIFM Directive. Accordingly, the Investment Manager has notified the FCA in accordance with Article 31 of the AIFM Directive, of its intention to market the Company in the UK and, during the period from the date of publication of this Prospectus to 28 March 2019 (or such later date as is permitted), the Republic of Ireland pursuant to the AIFM Directive's passporting rules.

NMPI Status

The Company will not be deemed to be a non-mainstream pooled investment because, as an investment trust, the Ordinary Shares will be "excluded securities" under the FCA's rules on NMPIs.

Duration

The Company has been established with an unlimited life.

PART 2 - DIRECTORS AND ADMINISTRATION

The Directors

The Directors are responsible for managing the business affairs of the Company in accordance with the Articles and the investment policy and have overall responsibility for the Company's activities including its investment activities and reviewing the performance of the Company's portfolio.

The Directors may delegate certain functions to other parties such as the Investment Manager, the Administrator, the Company Secretary, the Depositary and the Registrar. In particular, the Directors have delegated responsibility for day to day management of the investments comprised in the Company's portfolio to the Investment Manager. The Directors have responsibility for exercising supervision of the Investment Manager.

Mark Pacitti (Chairman)

Mark qualified as a chartered accountant in 1986 with Ernst & Young and thereafter undertook a wide range of corporate finance roles, including investment banking and a three-year period in industry. He went on to specialise in corporate finance advisory work and became a partner in Deloitte in 1999. Over the course of his 35-year career, including ten as Deloitte London partner in charge, and five as global leader, both within corporate finance advisory, Mark has advised on more than 150 deals. He has typically helped to guide middle-market transaction and investment strategies for private/private equity backed businesses and major corporates to drive shareholder value. He served as chairman of the ICAEW's corporate finance faculty from 2015 to 2018 and is currently chairman of the board of Arran (Scotland) Limited, a portfolio company of private equity investor Endless LLP.

Diana Dyer Bartlett

After qualifying as a chartered accountant with Deloitte Haskins & Sells, Diana spent five years in investment banking with Hill Samuel Bank. Since then she has held a number of roles as finance director of various venture capital and private equity backed businesses and listed companies involved in software, financial services, renewable energy and coal mining. She was also company secretary of Tullett Prebon plc and Collins Stewart Tullett plc. Diana is currently a non-executive director and chairman of the audit committee of SmartSpace Software plc (formerly known as RedstoneConnect plc and Coms plc), which is listed on AIM and provides software for smart buildings and commercial spaces.

Lord St. John of Bletso

Lord St. John has been a member of the House of Lords of the UK Parliament since 1978 and is currently Deputy Chairman of Strand Hanson Ltd., Non-Executive Chairman of Global Resources Investment Trust, a member of the Advisory Board of Silicon Valley Bank, Non-Executive Director of Albion Ventures LLP, Chairman of the Governing Board of Certification International and holds advisory roles with Milio International, Alliance Media Group USA, Sapinda and ABN Corporation. Lord St John received a BA and a BScO in Psychology from Cape Town University, a BProc in Law from the University of South Africa and an LLM from the London School of Economics.

Corporate governance

The Listing Rules require that the Company must "comply or explain" against the UK Corporate Governance Code (the "**Governance Code**"). In addition, the Disclosure Guidance and Transparency Rules require the Company to: (i) make a corporate governance statement in its annual report and accounts based on the code to which it is subject, or with which it voluntarily complies; and (ii) describe its internal control and risk management arrangements.

The Directors have considered the principles and recommendations of the AIC Code by reference to the AIC Guide. The AIC Code, as explained in the AIC Guide, addresses all the principles set out in the Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to the Company as an investment company.

The Board considers that reporting against the principles and recommendations of the AIC Code, and by

reference to the AIC Guide (which incorporates the Governance Code) will provide better information to Shareholders.

As a newly incorporated company, the Company does not comply with the Governance Code or the AIC Code as at the date of this Prospectus. However, the Directors recognise the value of the Governance Code and have taken appropriate measures to ensure that from Initial Admission the Company will comply, so far as is possible given the Company's size and nature of business, with the AIC Code. The areas of non-compliance by the Company with the AIC Code will be as follows:

The Governance Code includes provisions relating to the role of the chief executive; executive directors' remuneration; and the need for an internal audit function. For the reasons set out in the AIC Code, the Board considers that these provisions are not relevant to the position of the Company, being an externally managed investment company, and the Company will not therefore comply with them.

The Company has not established a nomination committee or a remuneration committee, which is not in accordance with provisions B.2.1 and D.2.1 respectively of the Governance Code. As all of the Directors are independent and non- executive, the Company considers that the Board as a whole can fulfil the role otherwise undertaken by such committees.

Audit Committee

The Company's Audit Committee, comprising all the Directors will meet formally at least twice a year for the purpose, amongst other things, of considering the appointment, independence and remuneration of the auditor and to review the annual accounts, interim reports and interim management statements. Where non-audit services are to be provided by the auditor, full consideration of the financial and other implications on the independence of the auditor arising from any such engagement will be considered before proceeding. Diana Dyer Bartlett will act as chairman of the Audit Committee. The principal duties of the Audit Committee will be to consider the appointment of external auditors, to discuss and agree with the external auditors the nature and scope of the audit, to keep under review the scope, results and cost effectiveness of the audit and the independence and objectivity of the auditor, to review the external auditors' letter of engagement and management letter and to analyse the key procedures adopted by the Company's service providers.

Management Engagement Committee

The Company's Management Engagement Committee, comprising all the Directors, will meet formally at least twice a year for the purpose, amongst other things, of reviewing the actions and judgments of the Investment Manager and also the terms of the Investment Management Agreement.

Other committees and matters reserved to the Board

As noted above, the Board will fulfil the responsibilities typically undertaken by a nomination committee and a remuneration committee.

The Board also has overall responsibility for the Company's activities, including reviewing its investment activity, performance, business conduct and policy and, unless required to be performed by the Investment Manager as a matter of law, certain matters have been reserved for consideration by the Board, including (but not limited to):

- approving the Company's long term objective and any decisions of a strategic nature including any change in investment objective, policy and restrictions, including those which may need to be submitted to Shareholders for approval;
- reviewing the performance of the Company in light of the Company's strategy objectives and budgets ensuring that any necessary corrective action is taken;
- the appointment, overall supervision and removal of key service providers and any material amendments to the agreements or contractual arrangements with any key delegates or service providers;

- approving any interim dividends, any recommendation to shareholders in respect of final dividends and the Company's dividend policy;
- the review of the Company's corporate governance arrangements; and
- approving any actual or potential conflicts of interest.

Directors' share dealings

The Directors have adopted a code of directors' dealings in Ordinary Shares, which is in accordance with the Market Abuse Regulation. The Board will be responsible for taking all proper and reasonable steps to ensure any dealings by Directors, or persons closely associated with them, are in compliance with the Market Abuse Regulation.

Administrator

Northern Trust Global Services PLC has been appointed as Administrator to the Company pursuant to the Accounting and Administration Services Agreement (further details of which are set out in paragraph 9 of Part 7 of this Prospectus). Under the terms of the Accounting and Administration Services Agreement, the Investment Manager has delegated the performance of certain valuation services it provides pursuant to the terms of the Investment Management Agreement to the Administrator.

The Administrator will be responsible for the maintenance of the books and financial accounts of the Company and the calculation, in conjunction with the Investment Manager, of the Net Asset Value of the Company and the Ordinary Shares.

Company Secretary

PraxisIFM Fund Services (UK) Limited has been appointed as Company Secretary to the Company and will provide company secretarial services to the Company pursuant to the Company Secretarial Agreement (further details of which are set out in paragraph 9 of Part 7 of this Prospectus).

The Company Secretary will be responsible for co-ordinating and assisting with the production of the Company's half-yearly and annual reports, regulatory compliance and providing support to the Board's corporate governance process and its continuing obligations under the Listing Rules and the Disclosure Guidance and Transparency Rules. In addition, the Company Secretary will be responsible for liaising with the Company, the Investment Manager, the Registrar and the Administrator in relation to the payment of any dividends, as well as general secretarial functions required by the Companies Act (including but not limited to the maintenance of the Company's statutory books).

Registrar

Link Asset Services has been appointed as the Company's Registrar pursuant to the Registrar Agreement (further details of which are set out in paragraph 9 of Part 7 of this Prospectus).

Nominee

Link Market Services Trustees Limited has been appointed to provide nominee services pursuant to the Nominee Services Agreement (further details of which are set out in paragraph 9 of Part 7 of this Prospectus).

Depository

Northern Trust Global Services PLC has been appointed as the Company's depository pursuant to the Depository Agreement (further details of which are set out in paragraph 9 of Part 7 of this Prospectus). The Depository is authorised and regulated by the FCA and is subject to limited regulation by the Prudential Regulation Authority. The Depository has delegated its obligations in respect of the safe keeping of the Company's investments to The Northern Trust Company (London branch) which in turn may appointed sub-custodians in jurisdictions where the Company may make investments.

Broker

Investec has been appointed as corporate broker to the Company.

Auditor

Deloitte LLP will provide audit services to the Company. The annual report and accounts will be prepared in accordance with IFRS as adopted by the European Union.

Fees and expenses

Initial expenses

The costs and expenses of the Initial Issue will be paid by the Investment Manager, and so the Company will not bear any upfront costs that would reduce the Issue Proceeds available for investment.

Ongoing expenses

Placing Programme

The costs and expenses of the Placing Programme are estimated to be 0.6 per cent. of the gross proceeds.

Investment Manager's fees

The Investment Manager will be entitled to a fee which shall be an amount equal to $\frac{1}{365}$ multiplied by 0.9 per cent of the market capitalisation of the Company accruing daily but payable monthly in arrear. No performance fee will be payable.

Other fees and expenses

The Company will also incur further on-going annual fees and expenses, which will include the following:

- ***Administrator***

Under the terms of the Accounting and Administration Services Agreement, the Administrator is entitled to an annual fee in respect of the valuation and accounting services it will provide calculated by reference to the Company's NAV, being an amount equal to 3 basis points where the Net Asset Value of the Company is less than or equal to £500 million and 2 basis points where the Net Asset Value of the Company exceeds £500 million. The Administrator will, in addition, be entitled to recover third party expenses and disbursements.

- ***Company Secretary***

Under the terms of the Company Secretarial Agreement, the Company Secretary is entitled to an annual fee of £60,000 per annum in respect of the company secretarial services it will provide, including corporate governance, regulatory compliance and Listing Rule continuing obligations. The Company Secretary will, in addition, be entitled to recover reasonable third party expenses and disbursements.

- ***Registrar***

The Registrar will be entitled to an annual fee from the Company equal to £16,000 per annum. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as published from time to time.

- ***Depositary***

The Depositary will be entitled to an annual fee from the Company calculated by reference to the services performed (in respect of custody services) as well as a fee equal to 1.5 basis points of the Net Asset Value of the Company (in respect of depositary services). A minimum fee of £25,000 per annum in respect of depositary services, shall apply. The Depositary will, in addition, be entitled to

recover reasonable third party expenses and disbursements.

- *Nominee*

The Nominee will be entitled to an annual fee from the Company equal to £7,500 per annum. The Nominee will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

- *Directors*

The Directors will be remunerated for their services at a fee of £25,000 per annum (£30,000 per annum for the Chairman and an additional £2,000 per annum for each committee chairperson). Further information in relation to the remuneration of the Directors is set out in Part 7 of this Prospectus.

- *Other operational expenses*

All other ongoing operational expenses (excluding fees paid to service providers as detailed above) of the Company will be borne by the Company including, without limitation, the incidental costs of making its investments and the implementation of its investment objective and policy; travel, accommodation and printing costs; the cost of directors' and officers' liability insurance and website maintenance; audit and legal fees; and annual listing fees. All out of pocket expenses that are reasonably and properly incurred, of the Investment Manager, the Administrator, the Company Secretary, the Depositary, the Receiving Agent and Registrar and the Directors relating to the Company will be borne by the Company. No fees or expenses, including those listed above, will be borne by Investors. Under the Placing Programme, each Ordinary Share will be made available to investors at a price calculated by reference to the estimated Net Asset Value of each existing Ordinary Share together with a premium intended to cover the costs and expenses of the relevant Subsequent Placing pursuant to the Placing Programme (including without limitation, any placing commissions) and the initial investment of the amounts raised.

The above figures are all expressed to be exclusive of any VAT (if any) payable thereon.

Meetings and reports

The Company expects to hold its first annual general meeting in the first quarter of 2020 and subsequent annual general meetings in the second quarter of each calendar year. The Company's audited annual report and accounts will be prepared to 31 December each year, commencing for the financial year ending 31 December 2019, and it is expected that copies will be sent to Shareholders in March 2020 for the financial year ending 31 December 2019 and thereafter in April each year or earlier if possible. Shareholders will also receive an unaudited interim report in respect of the period to 31 December 2018 and thereafter each year in respect of the period to 30 June, expected to be despatched in August each year, or earlier if possible. The Company's audited annual report and accounts and interim report will be available on the Company's website.

The Company's accounts and the annual report will be drawn up in sterling and in accordance with IFRS as adopted by the European Union.

Net Asset Value publication and calculation

The Administrator, in conjunction with the Investment Manager, will calculate the Net Asset Value and the Net Asset Value per Ordinary Share as at the end of each Business Day and will report such calculation to the Board and the Investment Manager. The Administrator will announce the Net Asset Value to Shareholders through a Regulatory Information Service. In the event the Net Asset Value is outside the expected range agreed with the Investment Manager, the Administrator will seek the Investment Manager's approval before announcing the Net Asset Value.

The Net Asset Value of the Company will be calculated on the basis of the bid prices of the Company's underlying investments or a lower figure if, in the reasonable opinion of the Investment Manager, the underlying investment is worth less than the bid price. If trading in an underlying investment held by the

Company is suspended, the last available bid price of that investment will be used to calculate the Net Asset Value unless the Investment Manager believes another value is a better representation of the fair value of the investment.

These calculations will be reported daily to Shareholders through a RIS announcement. The Company may delay public disclosure of the Net Asset Value to avoid prejudice to its legitimate interests, provided that such delay would not be likely to mislead the public and the Company has put in place appropriate measures to ensure confidentiality of that information.

The Board may determine that the Company shall temporarily suspend the determination of the Net Asset Value per Ordinary Share when the prices of any investments owned by the Company cannot be promptly or accurately ascertained; however, in view of the nature of the Company's proposed investments, the Board does not envisage any circumstances in which valuations will be suspended. If the Board suspends the determination of Net Asset Value it will report the suspension to Shareholders through a Regulatory Information Service.

PART 3 - THE INVESTMENT MANAGER, INVESTMENT PROCESS AND STRATEGY

The Investment Manager

Fundsmith LLP is a fund management company established on 16 April 2010 by Terry Smith. Fundsmith is a limited liability partnership established in England and Wales with registered number OC354233. The business is 100 per cent. owned and controlled by its partners, who have worked closely together over many years, and is headquartered in London with an office in Connecticut, USA.

Fundsmith currently manages over £18 billion in one global equity strategy across three funds in different jurisdictions. Fundsmith is authorised and regulated by the FCA.

The investment management team will be based in London and led by Simon Barnard as investment manager and Will Morgan as assistant investment manager. In addition, although he will not be involved in the identification of potential investments and the day-to-day management of the portfolio, Terry Smith, CEO and CIO of Fundsmith LLP, will also provide advice and support to Simon and Will, who will look to draw on Terry's 44 years of experience and expertise. Jonathan Imlah will also assist as research analyst.

Terry Smith

Terry Smith graduated in History with a 1st class degree from University College Cardiff in 1974. He worked for Barclays Bank from 1974 until 1983 and became an Associate of the Chartered Institute of Bankers in 1976. He obtained an MBA at The Management College, Henley in 1979. He became a stockbroker with W Greenwell & Co in 1984 and was the top-rated bank analyst in London from 1984 to 1989. In 1990 he became Head of UK Company Research at UBS Phillips & Drew, a position from which he was dismissed in 1992 following the publication of his bestselling book *Accounting for Growth*. He joined Collins Stewart shortly after, and became a director in 1996.

In 2000 he became Chief Executive and led the management buy-out of Collins Stewart, which was floated on the London Stock Exchange five months later. In 2003 Collins Stewart acquired Tullett Liberty and followed this in 2004 with the acquisition of Prebon Group, creating the world's second largest inter-dealer broker. Collins Stewart and Tullett Prebon were demerged in 2006. He founded Fundsmith in 2010. In 2012 he was appointed a Member of the New Zealand Order of Merit for his contribution to New Zealand-UK relations.

Simon Barnard CFA

Simon Barnard joined Fundsmith in September 2017. He started his career at Goldman Sachs Asset Management in 2003 as a research analyst on the technology and industrial sectors. He moved to the consumer sector in 2008 and became the Global Lead Portfolio Manager for the consumer discretionary sector in 2012. In 2014 he was named Portfolio Manager of the "Global Income Builder Fund", a multi-asset strategy. Upon its launch in 2016 he became Portfolio Manager of the "Global Millennials Fund", a concentrated global equity growth fund. Simon has a First Class degree in Economics from Cambridge University and is a CFA charter holder.

Will Morgan CFA

Will Morgan joined Fundsmith in July 2017. He previously spent 17 years at Goldman Sachs. He began his career there in 2000, initially in the asset management division, before moving to equity sales in 2002. In 2003 he joined the Global Investment Research division as an analyst covering the insurance sector, and became head of the team in 2008. In 2011 he moved to lead coverage of the Construction & Building Materials sector, becoming a Managing Director in 2013 and deputy head of the Industrials business unit. He became a sector specialist for Autos and Industrials in 2015. He has a First Class degree in Economics & Politics from the University of Bristol and is a CFA charter holder.

Jonathan Imlah

Jonathan joined Fundsmith LLP in December 2013 from Canaccord Genuity where he was the lead Technology analyst since 2010. He was previously at Altium Securities where he covered technology for 6 years, latterly as Head of Research. Prior to Altium, he worked in the large cap technology team at

Dresdner Kleinwort covering pan European IT services. Jonathan was Techmark analyst of the year in 2007 and was number 1 or 2 in his sector in the FT Starmine survey between 2006 and 2010. Prior to taking up a career as an analyst Jonathan was a country investment report writer working in Spain, India, Russia, Hungary, Brazil, Peru, Zimbabwe and Guatemala. Jonathan has an MBA from INSEAD and a degree in French and Philosophy from St Andrews University and is a fluent Spanish speaker.

Investment process

The Investment Manager has stringent investment criteria which it will strictly adhere to in selecting securities for the Company's investment portfolio. These criteria aim to ensure that the Company invests in high quality businesses:

- that can sustain a high return on operating capital employed;
- that generate strong cashflows;
- that have a clearly identifiable source of secular growth to enable retained cash to be invested at a high rate of return;
- whose advantages are difficult to replicate;
- which do not require significant leverage to generate returns;
- that are resilient to change, particularly technological innovation;
- whose market capitalisation at the time of investment is between £500m and £15 billion; and
- whose valuation is considered by the Company to be attractive.

The application of these investment criteria significantly limits the number of potential investments which the Investment Manager will consider to be appropriate investments for the Company's portfolio. Accordingly, it is envisaged that the investment portfolio of the Company will be concentrated, generally comprising between 25 and 40 stocks.

Investment methodology and management process

In pursuing this investment strategy, the Investment Manager will seek to apply the investment methodology and management process summarised below (to the extent appropriate given the nature of a relevant investment opportunity):

1 *Seeking high quality businesses with specific characteristics and intangible assets*

In the Investment Manager's view, a high quality business is one which can sustain a high return on operating capital employed and which generates substantial cash flow, as opposed to only creating accounting earnings. If it also reinvests some of this cash back into the business at its high returns on capital, the Investment Manager believes the cash flow will then compound over time, along with the value of the Company's investment.

The Investment Manager will not just look for a current high rate of return but will seek a sustainable high rate of return. Fundamentally, such companies need to demonstrate the ability to continue out-competing all other companies which are trying to take a share of their profits. This can come in many forms, but the Investment Manager will look for companies that rely on intangible assets such as one or more of the following: brand names; patents; customer relationships; distribution networks; installed bases of equipment or software which provide a captive market for services, spares and upgrades; or dominant market shares.

The Investment Manager will generally seek to avoid companies that rely on tangible assets such as buildings or manufacturing plants, as it believes well financed competitors can easily replicate and compete with such businesses. In many instances, such competitors are able to become better than the original simply by installing the latest technology in their new factory. Banks are quite keen to lend against the

collateral of tangible assets, and such companies tend to be more heavily leveraged as a result. The Investment Manager believes that intangible assets are much more difficult for competitors to replicate, and companies reliant on intangible assets require more equity and are less reliant on debt as banks are less willing to lend against such assets.

The Investment Manager believes such companies will resist the rule of mean reversion that states returns will revert to the average over time as new capital is attracted to business activities which earn above average returns. They can do this because their most important assets are intangible and difficult for a competitor to replicate. Since stock markets typically value companies on the assumption that their returns will regress to the mean, businesses whose returns do not do so can become undervalued. This presents an opportunity for the Company.

The Investment Manager will seek businesses which have growth potential. The Investment Manager views growth potential as the ability of a company to be able to reinvest at least a portion of its excess cash flow back into the business to grow, whilst generating a high return on the cash thus reinvested. Over time, this should compound their shareholders' wealth by generating more than a pound of stock-market value for each pound reinvested.

The Investment Manager is interested in growth that is driven through either increases in volume or increases in price, and will prefer a mixture of both. The ability to increase product prices above the rate of inflation is the most profitable way to grow and demonstrates that the company has a healthy competitive position selling products or services which are strongly desired by their customers. However, growth through price alone can build a shelter under which competitors can flourish, eventually resulting in cheaper competition gaining significant market share. On the other hand, growth through additional unit volumes almost always requires more cost, in both manufacturing capacity and materials used to produce the products, as well as transportation to get them to customers. Increasing scale in this way will eventually make a company's market position more difficult to compete against however, unlike growing through price alone, with the further benefit that volume growth can sometimes continue indefinitely.

The Company will only invest in companies that earn a high return on their capital on an unleveraged basis and do not require borrowed money to function. The Investment Manager will avoid sectors such as banks and real estate which require significant levels of debt in order to generate a reasonable shareholder return given their returns on unlevered equity investment are low.

While the Investment Manager favours companies that are able and willing to spend cash on the research and development of their products to create important intangible assets such as patents and manufacturing efficiency, it will avoid industries that innovate very quickly and are subject to rapid technological change. Innovation is often sought by investors but does not always produce lasting value for them and can have high capital costs.

2 *Avoiding overpaying for shares*

The Company will only invest in shares where the Investment Manager believes the valuation is attractive. The Investment Manager will estimate the free cash flow of every company after tax and interest, but before dividends and other distributions, and after adding back any discretionary capital expenditure which is not needed to maintain the business. The Investment Manager aims to invest only when free cash flow per share as a percentage of a company's share price (the "free cash flow yield") reflects value relative to long-term interest rates and when compared with the free cash flow yields of other investment candidates both within and outside the Company's portfolio. The Investment Manager will buy securities that it believes will grow and compound in value, which bonds cannot, at yields that are similar to or better than what the Company would get from a bond.

3 *Buying and holding*

The Company will seek to be a long-term, buy-and-hold investor. The Investment Manager believes this will facilitate the compounding of the Company's investments over time as the investee companies continue to reinvest their cash flows. The Investment Manager, however, will continually test its original views against new information it may discover while regularly reviewing the news and results concerning the investee companies. The resulting low level of dealing activity also minimises the frictional costs of trading, a cost

which is often overlooked by investors as it is not normally disclosed as part of the costs of running funds.

4 *Not attempting market timing*

The Investment Manager will not attempt to manage the percentage invested in equities in the Company's portfolio to reflect any view of market levels, timing or developments. The Investment Manager's unwillingness to make investment decisions on the basis of market timing is one factor that will prevent the Company from investing in sectors that are highly cyclical.

Delegation by the Investment Manager

The Investment Manager has entered into a delegation agreement with Fundsmith Investment Services Limited pursuant to which the Investment Manager has delegated responsibility for dealing operations to FIS. The Investment Manager retains overall responsibility for the actions of FIS pursuant to the terms of the Investment Management Agreement.

The Investment Manager also delegates:

- certain fund accounting activities in connection with the calculation of the Net Asset Value of the Company and the Ordinary Shares to the Administrator (which in turn is permitted to sub-delegate these services to certain approved sub-delegates); and
- certain dealing desk facilities and the provision of execution analytics to Northern Trust Securities LLP

Conflicts of interest and allocation policy

The Investment Manager and its officers and employees may from time to time act for other clients or manage other funds, which may have similar investment objectives and policies to that of the Company. For example, the Investment Manager manages certain open-ended funds which have a similar objective, such as The Fundsmith Equity Fund. Circumstances may arise where investment opportunities will be available to the Company which are also suitable for one or more of such clients of the Investment Manager or such other funds. The Directors have satisfied themselves that the Investment Manager has procedures in place to address potential conflicts of interest and that, where a conflict arises, the Investment Manager will allocate the opportunity on a fair basis. Such a situation might occur where an investment in the Company has grown to a size that it becomes within the investable universe of The Fundsmith Equity Fund.

The Investment Manager maintains an allocation policy which sets out the process to be followed where an investment opportunity falls within the investable universe of more than one of its funds or clients. Since the Investment Manager has a range of clients (both in terms of size and structure), the allocation policy specifies that investment opportunities should not be split on a pro-rata basis since the Investment Manager considers that this may not achieve the most appropriate result for each client. Instead, the Investment Manager will seek to make what it considers to be the appropriate level of investment in a new opportunity for each client, based on each individual client's available cash, investment policy and restrictions and any other prevailing requirements.

The Investment Manager also maintains a conflicts of interest policy which contains the details of identified conflicts or potential conflicts of interest and the procedures it follows in order to avoid, minimise and manage such conflicts or potential conflicts.

The Investment Manager is structured and organised in a way so as to minimise the risks of a client's interests being prejudiced by conflicts of interest and will wherever possible try to ensure that a conflict of interest does not arise. In the event that a conflict of interest cannot be avoided the Investment Manager will always act in the best interests of the Company and ensure that the Company is fairly treated.

If circumstances arise such that the Investment Manager's arrangements for avoiding and managing conflicts of interest are not sufficient to ensure with reasonable confidence that the risks of damage to the interests of the Company or its Shareholders will be prevented, the senior management of the Investment Manager must act to ensure that appropriate action is taken in the best interests of the Company and its Shareholders. Any such situation will be disclosed to Shareholders in the next annual or half yearly report

together with details of the action taken by the Investment Manager to resolve the situation in the best interests of the Company.

The conflicts of interest policy and the allocation policy are reviewed by senior management of the Investment Manager at least once a year or whenever there are material changes in the business services to be offered by the Investment Manager.

PART 4 - THE INITIAL ISSUE

The Initial Issue

The Company is targeting raising £250 million through the Initial Issue.

The total number of Ordinary Shares issued under the Initial Issue will be determined by the Company, Investec and the Investment Manager after taking into account demand for the Ordinary Shares, subject to a maximum of 35 million Ordinary Shares being issued under the Initial Issue in aggregate.

The actual number of Ordinary Shares to be issued pursuant to the Initial Issue is not known as at the date of this Prospectus but will be notified by the Company via an RIS announcement and the Company's website, prior to Initial Admission.

The Initial Issue will not proceed if the Issue Proceeds would be less than £60 million. If the Initial Issue does not proceed, subscription monies received will be returned without interest at the risk of the applicant, in the same method in which the applicant originally paid. The target Initial Issue size should not be taken as an indication of the number of Ordinary Shares to be issued.

The Directors have determined that the Ordinary Shares under the Initial Issue will be issued at a price equal to £10 per Ordinary Share.

The Initial Issue is not being underwritten.

Typical investors in the Company are expected to be institutional and sophisticated investors, private clients and retail investors.

The Initial Placing

Investec has agreed to use its reasonable endeavours to procure Placees to subscribe for Ordinary Shares on the terms and subject to the conditions set out in the Placing and Offer Agreement. Details of the Placing and Offer Agreement are set out in paragraph 9 of Part 7 of this Prospectus.

The terms and conditions which shall apply to any subscription for Ordinary Shares procured by Investec pursuant to the Initial Placing are contained in Part 8 of this Prospectus.

The Offer

The Company has also agreed to make an offer to the public in the United Kingdom, the Isle of Man, the Bailiwick of Guernsey and the Island of Jersey pursuant to the Offer for Subscription. Ordinary Shares are being made available under the Offer for Subscription at the Issue Price, subject to the terms and conditions of application under the Offer for Subscription which are set out in Part 9 of this Prospectus and in the Application Form. These terms and conditions should be read carefully before an application is made. The Offer for Subscription will close at 1 p.m. on 12 October 2018 (or such later date, not being later than 30 November 2018, as the Company and Investec may agree). The Company has discretion to accept (i) applications pursuant to the Offer which arrive later than 1 p.m. on 12 October 2018, and (ii) applications pursuant to the Offer which are received for less than £1,000.

Applications under the Offer for Subscription must be for Ordinary Shares with a minimum subscription amount of £1,000 and thereafter in multiples of £100. The Directors (in consultation with Investec) may in their absolute discretion waive the minimum application amounts in respect of any particular application for Ordinary Shares under the Offer. Multiple applications will not be accepted pursuant to the Offer.

Applications must either be submitted via an electronic application form accessible via <https://www.smithsonipo.co.uk> or made on the Application Form attached at the end of the Prospectus at the Appendix (a "Paper Application Form"). Paper Application Forms can also be downloaded from the website.

An application (i) by a nominee, (ii) on behalf of a corporation, (iii) by an individual investor for more than £10,000 worth of Ordinary Shares by an applicant who is not already an investor in The Fundsmith Equity

Fund, (iv) for any corporate investments that will not be settling by CREST in their own CREST account, or (v) by an individual investor for more than £99,500 worth of Ordinary Shares who is already an investor in The Fundsmith Equity Fund, can only be made using a Paper Application Form.

Please note that applications made online by individual investors will only be able to be made in the following amounts:

- for applicants who are already investors in the existing The Fundsmith Equity Fund - £1,000 and thereafter in multiples of £100 up to £99,500; and
- for applicants who are not already invested in The Fundsmith Equity Fund - £1,000 and thereafter in multiples of £100 up to £10,000.

If an applicant wishes to make an application for an amount other than those listed above, they may do so (in multiples of £100, subject to a minimum £1,000 subscription amount) using a Paper Application Form.

Electronic application forms must be submitted electronically via the online application website and completed Paper Application Forms accompanied by a cheque or banker's draft in relation to the Offer for Subscription must be posted (or delivered by hand during normal business hours) to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, in each case so as to be received as soon as possible and, in any event, no later than 1 p.m. on 12 October 2018 in respect of the Offer.

The terms and conditions which shall apply to any Application for Ordinary Shares pursuant to the Offer for Subscription are contained in Part 9 of this Prospectus.

Conditions

The Initial Issue is conditional, among other matters, on:

- (i) the Placing and Offer Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission;
- (ii) Initial Admission occurring by 8.00 a.m. on 19 October 2018 (or such later date, not being later than 30 November 2018, as the Company and Investec may agree) in respect of the Initial Issue; and
- (iii) the Initial Issue raising in aggregate at least £60 million.

Pricing

All Ordinary Shares issued pursuant to the Initial Placing, Intermediaries Offer and the Offer for Subscription will be, issued at the Issue Price.

Subscriber warranties

Each subscriber of Ordinary Shares in the Initial Issue and each subsequent investor in the Ordinary Shares will be deemed to have represented, warranted, acknowledged and agreed to the representations, warranties, acknowledgments and agreements set out in paragraphs 4 and 5 in Part 8 to this Prospectus.

The Company, the Investment Manager, Investec, and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

Scaling back and allocation

The Directors are authorised to issue up to 35 million Ordinary Shares pursuant to the Initial Issue. To the extent that applications under the Offer for Subscription and Intermediaries Offer and commitments

under the Initial Placing exceed 35 million Ordinary Shares, the Company reserves the right, at its sole discretion, but following agreement with Investec, to scale back applications in such amounts as it considers appropriate. The Company reserves the right to decline in whole or in part any application for Ordinary Shares pursuant to the Initial Issue. Accordingly, applicants for Ordinary Shares may, in certain circumstances, not be allotted the number of Ordinary Shares for which they have applied.

The Company will notify investors of the number of Ordinary Shares in respect of which their application has been successful and the results of the Initial Issue will be announced by the Company on or around 16 October 2018 via an RIS announcement.

Subscription monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the bank account from which the money was received if the applicant applied online or paid by CHAPS either online or via a paper application. Alternatively a cheque will be sent to the address provided on the Paper Application Form, as applicable.

Issue arrangements

The Placing and Offer Agreement contains provisions entitling Investec to terminate the Initial Issue (and the arrangements associated with it) at any time prior to Initial Admission in certain circumstances. If this right is exercised, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to applicants without interest.

The Placing and Offer Agreement provides for Investec to be paid commissions in respect of the Ordinary Shares to be allotted pursuant to the Initial Issue. Any commissions received by Investec may be retained, and any Ordinary Shares subscribed for by Investec may be retained, or dealt in, by them for their own benefit.

Further details of the terms of the Placing and Offer Agreement are set out in paragraph 9 of Part 7 of this Prospectus.

General

Since all costs and expenses of the Initial Issue will be borne by the Investment Manager, both the gross and net Issue Proceeds will be £250 million (assuming 25 million Ordinary Shares are issued pursuant to the Initial Issue).

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, the Company and its agents (and their agents) or the Investment Manager may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued.

In the event that there are any significant changes affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to Initial Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s). In the event that a supplementary prospectus is published, potential investors in the Offer will have a statutory right of withdrawal.

Clearing and settlement

Payment for the Ordinary Shares, in the case of the Initial Placing, should be made in accordance with settlement instructions to be provided to Placees by Investec. Payment for the Ordinary Shares, in the case of the Offer, should be made in accordance with the Terms and Conditions of Application under the Offer set out in Part 9 to this Prospectus and in the Application Form. To the extent that any application for Ordinary Shares is rejected in whole or in part (whether by scaling back or otherwise), monies received will be returned without interest at the risk of the applicant.

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST following Initial Admission. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Initial Issue, these will be transferred to successful applicants through the CREST system. Accordingly, settlement of transactions in the Ordinary Shares following Initial

Admission may take place within the CREST system if any Shareholder so wishes. Ordinary Shares issued under the Offer will be issued to successful applicants in accordance with the Terms and Conditions of Application under the Offer set out in Part 9 to this Prospectus.

CREST

CREST is a paperless settlement procedure operated by Euroclear enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. Upon Initial Admission, the Articles will permit the holding of Ordinary Shares under the CREST system. The Company has applied for the Ordinary Shares to be admitted to CREST with effect from Initial Admission in respect of the Ordinary Shares issued under the Initial Issue and it is expected that the Ordinary Shares will be admitted with effect from that time. Accordingly, settlement of transactions in the Ordinary Shares following Initial Admission may take place within the CREST system if any Shareholder so wishes.

It is expected that the Registrar on behalf of the Company will arrange for Euroclear to be instructed on 19 October 2018 to credit the appropriate CREST accounts of the subscribers concerned or their nominees with their respective entitlements to Ordinary Shares. The names of subscribers or their nominees investing through their CREST accounts will be entered directly on to the share register of the Company.

The transfer of Ordinary Shares out of the CREST system following the Initial Issue should be arranged directly through CREST. However, an investor's beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form.

CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so. An investor applying for Ordinary Shares in the Initial Issue may elect to receive Ordinary Shares in uncertificated form if such investor is a system-member (as defined in the Regulations) in relation to CREST. If a Shareholder or transferee requests Ordinary Shares to be issued in certificated form and is holding such Ordinary Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the Ordinary Shares. Shareholders holding definitive certificates may elect at a later date to hold such Ordinary Shares through CREST or in uncertificated form provided they carry out the usual CREST dematerialisation process with their CREST agent/broker.

Admission and dealings

Initial Admission is expected to take place and unconditional dealings in the Ordinary Shares are expected to commence on the London Stock Exchange at 8.00 a.m. on 19 October 2018. Conditional dealings on the London Stock Exchange are expected to commence at 8.00 a.m. on 19 October 2018 in respect of the Initial Issue and will only be settled if Initial Admission takes place. All dealings in Ordinary Shares prior to commencement of unconditional dealings will be at the sole risk of the parties concerned.

The ISIN number of the Ordinary Shares is GB00BGJWTR88 and the SEDOL code is BGJWTR8. The ticker for Ordinary Shares is SSON.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

Where applicable, definitive share certificates in respect of the Ordinary Shares are expected to be despatched, by post at the risk of the recipients, to the relevant holders, within 10 business days of Initial Admission. The Ordinary Shares are in registered form and can also be held in uncertificated form. Prior to the despatch of definitive share certificates in respect of any Ordinary Shares which are held in certificated form, transfers of those Ordinary Shares will be certified against the register of members of the Company. No temporary documents of title will be issued.

Use of proceeds

The Directors intend to use the Issue Proceeds to fund investments in companies in accordance with the

Company's investment policy as well as to fund the Company's operational expenses. Such expenses include (i) acquisition costs and expenses (such as due diligence costs, legal, tax advice and taxes); (ii) the Management Fee; (iii) Directors' fees; and (iv) other operational costs and expenses. Suitable acquisition opportunities may not, however, be immediately available. It is possible, therefore, that for a period following Initial Admission and at certain other times, the Company may hold cash awaiting investment, however, following Initial Admission, the Investment Manager expects to deploy substantially all of the Issue Proceeds within 7 business days.

The Directors expect that the annual running costs of the Company will initially be approximately £2.7 million per annum assuming Issue Proceeds of £250 million. The Company will use the Issue Proceeds to initially meet its running costs as necessary prior to making any investments.

Lock-up arrangements

Terry Smith, along with the other partners and certain employees of the Investment Manager, are expected to hold approximately 3 million Ordinary Shares following Initial Admission. Accordingly, each of the founder partners and key employees at the Investment Manager subscribing for Ordinary Shares in the Initial Issue have undertaken to the Company and Investec that, following Initial Admission, he or she will, subject to certain limited exceptions, not sell or otherwise dispose of, or agree to sell or otherwise dispose of, any Ordinary Shares (or any interest therein) in the capital of the Company held by him or her, except with the prior written consent of the Company and Investec.

These restrictions apply to disposals of such Ordinary Shares for a period of one year from Initial Admission in respect of the partners and certain employees of the Investment Manager.

The limited exceptions referred to above include circumstances where the disposal of any Ordinary Shares would be made to a family trust of a Director or partner of the Investment Manager, as a result of a scheme of reconstruction or reorganisation or a buy back of Ordinary Shares made by way of tender offer, where required by law, or as a result of a takeover.

Purchase and transfer restrictions

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the Investment Manager or Investec.

The Company has elected to impose the restrictions described below on the Initial Issue and on the future trading of the Ordinary Shares so that the Company will not be required to register the offer and sale of the Ordinary Shares under the Securities Act and will not have an obligation to register as an investment company under the US Investment Company Act and related rules and also to address certain ERISA, US Code and other considerations.

These transfer restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of holders of the Ordinary Shares to trade such securities. The Company and its agents will not be obligated to recognise any resale or other transfer of the Ordinary Shares made other than in compliance with the restrictions described below.

The Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and the Ordinary Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the Securities Act). There will be no public offer of the Ordinary Shares in the United States. The Ordinary Shares are being offered and sold outside the United States to non-US Persons in reliance on the exemption from registration provided by Regulation S under the Securities Act.

Moreover, the Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act.

The Ordinary Shares and any beneficial interests therein may only be transferred in an offshore transaction

in accordance with Regulation S: (i) to a person outside the United States and not known by the transferor to be a US Person, by prearrangement or otherwise; or (ii) to the Company or a subsidiary thereof.

Further information

Prospective investors should carefully consider the additional information set out in the other parts of this Prospectus and in particular the section entitled **RISK FACTORS** set out at the beginning of this Prospectus.

PART 5 - THE PLACING PROGRAMME

The Placing Programme

The Directors have been authorised to issue and allot up to 45 million Ordinary Shares through the Placing Programme (inclusive of any Ordinary Shares issued pursuant to the Initial Issue), without having to offer those Ordinary Shares to existing Shareholders first (to the extent that Ordinary Shares are issued at a Placing Programme Price equal to or greater than the applicable Net Asset Value per Ordinary Share and determined as further described below). The total number of Ordinary Shares issued under the Placing Programme will be determined by the Company and the Investment Manager after taking into account demand for the Ordinary Shares.

The Placing Programme is being implemented to satisfy market demand and to enable the Company to raise additional capital in the period from 19 October 2018 to 16 September 2019 should the Board determine that market conditions are appropriate. The Placing Programme is intended to be flexible and may have a number of closing dates in order to provide the Company with the ability to issue and allot Ordinary Shares pursuant to a number of Subsequent Placings over a period of time.

The number of Ordinary Shares available under the Placing Programme is intended to provide flexibility and should not be taken as an indication of the number of Ordinary Shares to be issued. Any issues of Ordinary Shares pursuant to a Subsequent Placing under the Placing Programme will be notified by the Company through an RIS announcement and the Company's website prior to each Programme Admission.

The Placing Programme is not being underwritten. The terms and conditions which shall apply to any subscription for Ordinary Shares pursuant to the Placing Programme are contained in Part 8 of this Prospectus.

The Placing Programme is designed to be suitable for institutional, professional and highly knowledgeable investors (including those who are professionally advised). Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Ordinary Shares issued under the Placing Programme.

Conditions

Each Subsequent Placing under the Placing Programme is conditional, among other matters, on:

- (i) the applicable Placing Programme Price being determined by the Directors and the Company's broker (to the extent that Ordinary Shares are to be issued) as described below;
- (ii) the relevant Programme Admission occurring; and
- (iii) to the extent required under the Prospectus Rules and the FSMA, a valid supplementary prospectus being published by the Company.

In circumstances where these conditions are not met, the relevant Subsequent Placing will not take place.

Pricing

To the extent that Ordinary Shares are to be issued under the Placing Programme, the Placing Programme Price in respect of any Subsequent Placing will be determined by the Directors and the Company's broker by reference to the prevailing NAV per Ordinary Share and at a premium to cover the costs of the relevant Subsequent Placing and having regard to prevailing market conditions.

The costs of each Subsequent Placing are those that arise from, or are incidental to, the issue of Ordinary Shares issued pursuant to a Subsequent Placing, including listing fees, the fees and commissions due under the Placing and Offer Agreement and any other applicable expenses in relation to the Placing Programme. The expenses of the Placing Programme are estimated to be 0.6 per cent. of the gross proceeds of the Placing Programme. By way of illustration, if a further 10 million Ordinary Shares were

issued pursuant to the Placing Programme at a Placing Programme Price of £10 per Ordinary Share, the expenses of the Placing Programme would be approximately £590,000.

The Placing Programme Price in respect of Ordinary Shares will be notified via an RIS announcement as soon as practicable at the time of the Subsequent Placing.

Voting dilution

If 10 million Ordinary Shares were issued pursuant to the Placing Programme, assuming that 25 million Ordinary Shares were issued in the Initial Placing and that Shareholders immediately after Initial Admission do not subscribe for Ordinary Shares in the Placing Programme, there would be a dilution of approximately 29 per cent. in the voting control of existing Shareholders immediately after the Initial Placing.

Subscriber warranties

Each subscriber of Ordinary Shares in any Subsequent Placing and each subsequent investor in the Ordinary Shares will be deemed to have represented, warranted, acknowledged and agreed to the representations, warranties, acknowledgements and arrangements set out in sections 4 and 5 in Part 8 of this Prospectus.

The Company, the Investment Manager, Investec and/or any other placing agent, and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

General

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, (the Company and its agents (and their agents) may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued.

In the event that there are any significant changes affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to 16 September 2019, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s). In the event that a supplementary prospectus is published after applications have been made in respect of a Subsequent Placing but before the relevant Programme Admission, applicants may have a statutory right of withdrawal.

Clearing and settlement

Payment for the Ordinary Shares, in the case of any Subsequent Placing under the Placing Programme, should be made in accordance with settlement instructions to be provided to Placees. To the extent that any application for Ordinary Shares is rejected in whole or in part (whether by scaling back or otherwise), monies received will be returned without interest at the risk of the applicant.

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST following each Programme Admission. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Placing Programme, these will be transferred to successful applicants through the CREST system.

CREST

CREST is a paperless settlement procedure operated by Euroclear enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. Upon Initial Admission, the Articles will permit the holding of Ordinary Shares under the CREST system. The Company has applied for the Ordinary Shares to be admitted to CREST with effect from Initial Admission in respect of the Ordinary Shares issued under the Initial Issue and it is expected that the Ordinary Shares will be admitted with effect from that time. Accordingly, settlement of transactions in the Ordinary Shares following Initial

Admission may take place within the CREST system if any Shareholder so wishes.

The transfer of Ordinary Shares out of the CREST system following an issue of Ordinary Shares under the Placing Programme should be arranged directly through CREST. However, an investor's beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form.

CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so. An investor applying for Ordinary Shares under the Placing Programme may elect to receive Ordinary Shares in uncertificated form if such investor is a system-member (as defined in the Regulations) in relation to CREST. If a Shareholder or transferee requests Ordinary Shares to be issued in certificated form and is holding such Ordinary Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the Ordinary Shares. Shareholders holding definitive certificates may elect at a later date to hold such Ordinary Shares through CREST or in uncertificated form provided they carry out the usual CREST dematerialisation process with their CREST agent/broker.

Programme Admission and dealings

There will be no conditional dealings in Ordinary Shares prior to each Programme Admission.

The ISIN number of the Ordinary Shares is GB00BGJWTR88 and the SEDOL code is BGJWTR8. The ticker for Ordinary Shares is SSON.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the issue Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

The Ordinary Shares are in registered form and can also be held in uncertificated form. Prior to the despatch of definitive share certificates in respect of any Ordinary Shares which are held in certificated form, transfers of those Ordinary Shares will be certified against the register of members of the Company. No temporary documents of title will be issued.

Use of proceeds

The Directors intend to use the net proceeds of any Subsequent Placing under the Placing Programme to acquire investments sourced by the Investment Manager in line with the Company's investment policy and to pay ongoing operational expenses. Suitable investment opportunities may not be immediately available. It is possible, therefore, that for a period following each Programme Admission and at certain other times, the Company will have cash awaiting investment.

The net proceeds of the Placing Programme are dependent, among other things, on:

- (i) the Directors determining to proceed with any Subsequent Placing under the Placing Programme;
- (ii) the level of subscriptions received; and
- (iii) the Placing Programme Price determined in respect of each Subsequent Placing.

Purchase and transfer restrictions

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the Investment Manager or Investec. The Company has elected to impose the restrictions described below on the Initial Issue and on the future trading of the Ordinary Shares so that the Company will not be required to register the offer and sale of the Ordinary Shares under the Securities Act and will not have an obligation to register as an investment company under the US Investment Company Act and related rules and also to

address certain ERISA, US Code and other considerations. These transfer restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of holders of the Ordinary Shares to trade such securities. The Company and its agents will not be obligated to recognise any resale or other transfer of the Ordinary Shares made other than in compliance with the restrictions described below. The Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and the Ordinary Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the Securities Act). There will be no public offer of the Ordinary Shares in the United States. The Ordinary Shares are being offered and sold outside the United States to non-US Persons in reliance on the exemption from registration provided by Regulation S under the Securities Act. Moreover, the Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act.

The Ordinary Shares and any beneficial interests therein may only be transferred in an offshore transaction in accordance with Regulation S: (i) to a person outside the United States and not known by the transferor to be a US Person, by prearrangement or otherwise; or (ii) to the Company or a subsidiary thereof.

PART 6 - UK TAXATION

Introduction

The following statements are based upon current UK tax law and current published practice of HMRC as at the date of this Prospectus, both of which are subject to change, possibly with retrospective effect. The statements are intended only as a general guide and are not intended to be comprehensive. The statements may not apply to certain Shareholders, such as dealers in securities, insurance companies, trustees, collective investment schemes or Shareholders who have (or are deemed to have) acquired their Ordinary Shares by virtue of an office or employment, who may be subject to special rules. They apply only to Shareholders resident for UK tax purposes in the UK (except in so far as express reference is made to the treatment of non-UK residents), who hold Ordinary Shares as an investment rather than trading stock and who are the absolute beneficial owners of those Ordinary Shares. Any statements made in respect of tax rates for individual UK Shareholders assume that the Shareholder is a UK resident individual who is neither a Scottish taxpayer nor a Welsh taxpayer. Different tax rates may apply to UK resident individuals who are Scottish taxpayers or Welsh taxpayers.

There may be other tax consequences of an investment in the Company and all prospective investors, in particular those who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own professional advisers on the potential tax consequences of subscribing for, purchasing, holding or disposing of Ordinary Shares under the laws of their country and/or state of citizenship, domicile or residence.

The Company

It is the intention of the Directors to conduct the affairs of the Company so that it satisfies the conditions in section 1158 CTA 2010 and the Investment Trust Regulations for it to be approved by HMRC as an investment trust. However, neither the Investment Manager nor the Directors can guarantee that this approval will be granted or maintained.

In respect of each accounting period for which the Company continues to be approved by HMRC as an investment trust, the Company will be exempt from UK corporation tax on its chargeable gains. The Company will, however, (subject to what follows) be liable to UK corporation tax (currently at 19 per cent.) on its income in the normal way.

In principle, the Company will be liable to UK corporation tax on any dividend income it receives. However, there are exemptions from this charge which are expected to be applicable in respect of many of the dividends it receives.

A company that is an investment trust in respect of an accounting period is able to take advantage of modified UK tax treatment in respect of its "qualifying interest income" for an accounting period (referred to here as the "streaming regime"). Pursuant to the streaming regime the Company may, if it so chooses, designate as an "interest distribution" all or part of any amount it distributes to Shareholders as dividends, to the extent that it has "qualifying interest income" for the accounting period. Were the Company to designate any dividend it pays in this manner, it would be able to deduct such interest distributions from its income in calculating its taxable profit for the relevant accounting period. It is not expected that the Company will have material amounts of qualifying interest income (if any), but to the extent that it does the Company may decide to designate some or all of the dividends paid in respect of a given accounting period as interest distributions.

To the extent that the Company receives income from, or realises amounts on the disposal of investments in, foreign countries it may be subject to foreign withholding or other taxation in those jurisdictions. To the extent it relates to income, this foreign tax may be able to be treated as an expense for UK corporation tax purposes, or it may be treated, to the extent not relievable under a double tax treaty, as a credit against UK corporation tax up to certain limits and subject to certain conditions.

Shareholders

Taxation of chargeable gains

Individual Shareholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal of Ordinary Shares. Individuals generally compute their gains by deducting from the net sale proceeds the capital gains base cost in respect of their Ordinary Shares. The resulting gains will be taxable at the capital gains tax rate applicable to the individual (currently 10 per cent. for basic rate taxpayers and 20 per cent. for those whose total income and chargeable gains are above the higher rate threshold), and may be reduced by capital losses brought forward from previous tax years or losses in the year, and by annual exemptions (the annual exemption from capital gains tax for UK resident individuals is £11,700 for 2018/19).

Shareholders within the charge to corporation tax are taxed on the chargeable gains made, computed by deducting from the net sales proceeds the chargeable gains base cost in respect of their Ordinary Shares. Shareholders within the charge to corporation tax do not qualify for the annual exemption. Indexation allowance has been frozen with effect from 31 December 2017, and will not therefore be available to Shareholders.

Subject to the paragraph below (dealing with temporary non-residents) Shareholders who are not resident in the UK for UK tax purposes will not generally be subject to UK tax on chargeable gains, unless they carry on a trade, profession or vocation in the UK through a branch or agency or (in the case of a company) permanent establishment and the Ordinary Shares disposed of are used, held or acquired for the purposes of that branch, agency or permanent establishment. However, Shareholders who are not resident in the UK may be subject to charges to foreign taxation depending on their personal circumstances.

A Shareholder who is an individual, who has ceased to have sole UK residence for tax purposes in the UK for a period of less than five years and who disposes of Ordinary Shares during that period may be liable to UK taxation on capital gains (subject to any available exemption or relief). If applicable, the tax charge will arise in the tax year that the individual returns to the UK.

Taxation of dividends – individuals

(a) Dividends which are not designated as "interest distributions"

No tax is deducted from, and there are no tax credits attached to, any dividend distributions paid by the Company.

For individual Shareholders resident in the UK, the first £2,000 of dividends and dividend distributions received or accumulated in each tax year are free of income tax (the "dividend allowance").

Where an individual's dividends and dividend distributions from all sources exceed the dividend allowance, the excess will be liable to income tax at the dividend tax rates reflecting the Shareholder's highest rate of tax. These rates are 7.5 per cent. for basic rate taxpayers, 32.5 per cent. for higher rate taxpayers and 38.1 per cent. for additional rate taxpayers. Dividends received within a Shareholder's dividend allowance count towards total taxable income and affect the rate of tax due on any dividends received exceeding it.

(b) "Interest distributions"

Should the Directors elect to apply the streaming regime to any dividends paid by the Company, a UK resident individual Shareholder in receipt of such a dividend would be treated as though they had received a payment of interest. Depending on whether the Shareholder is a basic, higher or additional rate taxpayer, such a Shareholder would be subject to UK income tax at the current rates of 20 per cent., 40 per cent. or 45 per cent. respectively.

No tax will be deducted from any interest distributions paid by the Company. It was previously the case (prior to 6 April 2017) that payments of interest distributions to individual Shareholders would have been subject to UK withholding tax, but effective from 6 April 2017 there is no longer any requirement to operate UK withholding tax on such payments.

Taxation of dividends – companies

(a) Dividends which are not designated as "interest distributions"

Subject to the discussion of "interest distributions" below, UK resident Shareholders within the charge to corporation tax will be subject to UK corporation tax on receipt of dividends, unless they can be treated as an exempt distribution. This is dependent upon the satisfaction of certain conditions set out in Part 9A of the Corporation Tax Act 2009. There is no guarantee that such conditions will be satisfied and it will be necessary for Shareholders to consider their application in respect of every dividend received.

(b) Interest distributions

If the Directors were to elect for the streaming regime to apply, and such UK resident corporate Shareholders were to receive dividends designated by the Company as interest distributions, they would be subject to corporation tax on any such amounts received. Dividends paid by the Company to a Shareholder which is a company (whether or not UK resident) should not generally be subject to any deduction at source of UK tax (regardless of whether the dividends are designated as "interest distributions").

It is particularly important that prospective investors who are not resident in the UK for tax purposes obtain their own tax advice concerning tax liabilities on dividends received from the Company.

SIPPs and SSASs

The Directors have been advised that the Ordinary Shares should be eligible for inclusion in a UK self-invested pension plan (a "**SIPP**") or a UK small self-administered scheme (a "**SSAS**"), subject to the terms of, and the discretion of the trustees (or, where applicable, the providers) of, the SIPP or the SSAS, as the case may be.

ISAs

Ordinary Shares issued by the Company should qualify as investments which are eligible for inclusion in an Individual Savings Account ("**ISA**"). The opportunity to invest in Ordinary Shares through an ISA is restricted to certain UK resident individuals aged 18 and over. Investments held in ISAs are free from UK tax on both capital gains and income. **Individuals wishing to invest in Ordinary Shares through an ISA should contact their professional advisers regarding their eligibility.**

Stamp duty and stamp duty reserve tax

Neither UK stamp duty nor stamp duty reserve tax ("**SDRT**") should arise on the issue of the Ordinary Shares.

Transfers on sale of Ordinary Shares outside of CREST will generally be subject to UK stamp duty at the rate of 0.5 per cent. of the consideration given for the transfer, rounded up to the nearest £5. The purchaser normally pays the stamp duty. However, where the consideration for the transfer is £1,000 or less (and the instrument of transfer is certified that the instrument does not form part of a larger transaction or series of transactions for which the aggregate consideration exceeds £1,000) no stamp duty will be payable.

An agreement to transfer Ordinary Shares will normally give rise to a charge to SDRT at the rate of 0.5 per cent. of the amount or value of the consideration payable for the transfer. If a duly stamped transfer in respect of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, payable by the purchaser.

Paperless transfers of Ordinary Shares within the CREST system will generally be liable to SDRT, rather than stamp duty, at the rate of 0.5 per cent. of the amount or value of the consideration payable. Such SDRT will generally be collected through the CREST system. Deposits of Ordinary Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration.

The above statements are intended as a general guide to the current stamp duty and SDRT position.

Certain categories of person, including market makers, brokers and dealers may not be liable to stamp duty or SDRT and others (including persons connected with depositary arrangements and clearance services), may be liable at a higher rate of 1.5 per cent. or may, although not primarily liable for tax, be required to notify and account for it under the Stamp Duty Reserve Tax Regulations 1986.

Inheritance tax

UK domiciled individuals are chargeable to UK inheritance tax ("**IHT**") in respect of property situated anywhere in the world. Individuals who are neither domiciled in the UK nor deemed domiciled in the UK for UK tax purposes are chargeable to IHT in respect of property situated in the UK only. Applying the general principle that shares are situated where they can be effectively dealt with, registered shares are generally situated where the title of ownership is registered. Accordingly, it should be assumed that an individual Shareholder will be treated as if they owned a UK situs asset for UK IHT purposes.

Where property is regarded as situated in the UK for IHT purposes, a gift (whether to an individual, trust or otherwise) by an individual holder of such property or the death of an individual holder may (subject to certain exemptions and reliefs) give rise to a liability to IHT. This is regardless of whether or not the individual holder is domiciled in the UK for IHT purposes and whether or not the holder is resident in the UK for tax purposes. For IHT purposes, a transfer of assets at less than full market value will be treated as a gift and particular rules apply where the donor reserves or retains some interest or benefit in the property being transferred. A gift of an asset in certain circumstances is potentially exempt from IHT and falls outside the individual's estate provided that the donor lives for seven years.

Financial Transaction Tax

Certain countries within the EU ("**FTT jurisdictions**") are proposing to introduce a financial transaction tax ("**FTT**") on certain financial transactions which have a connection with an FTT jurisdiction. A financial transaction may be connected with an FTT jurisdiction where one party is established (or deemed to be established) in an FTT jurisdiction. One of the factors that may be taken into account is where the transaction is of a financial instrument used in an FTT jurisdiction. Many of the details relating to the FTT are still being discussed. If the FTT is implemented, it may have an impact on the economic returns to the Company.

FATCA and other tax information reporting regimes

The US has created an exchange of information, reporting and tax withholding regime under the "Foreign Account Tax Compliance Act" regime, as modified by US Treasury regulations and subject to any future IRS or US Treasury regulations or official interpretations thereof, any applicable intergovernmental agreement between the United States and a non-U.S. government to implement these rules and improve international tax compliance, or any fiscal or regulatory legislation or rules adopted pursuant to any such agreement (collectively, "**FATCA**"). The aim is to combat tax evasion by preventing US persons using foreign entities to hide assets and income from the Internal Revenue Service (the "**IRS**"). Generally, FATCA requires foreign financial institutions ("**FFIs**") to either comply with an expansive reporting regime on the identity of their direct and indirect account owners or be subject to a 30 per cent. withholding tax on certain US source payments and, beginning on 1 January 2019, on the gross proceeds from the sale or other disposal of property which could produce US source dividends or interest payments.

An FFI can comply with FATCA by reporting information about financial accounts and ownership interests held by US taxpayers (or certain entities that are controlled by US taxpayers) to the IRS or to its applicable intergovernmental agreement ("**IGA**") jurisdiction.

The UK has agreed an IGA with the US, and has subsequently enacted implementing legislation (The International Tax Compliance Regulations 2015 (as amended) (the "**FATCA Regulations**")). Pursuant to the FATCA Regulations, UK FFIs are required to register with the IRS in order to obtain a 'Global Intermediary Identification Number' ("**GIIN**"), and undertake due diligence and report certain information to HMRC about their US account holders. By entering into the IGA, the UK has removed the risk of FATCA withholding on payments made to UK funds that comply with the UK Regulations. The Company will be an FFI and will register for a GIIN.

The Company's Ordinary Shares, in accordance with current HMRC published practice, comply with the conditions set out in the IGA to be "regularly traded on an established securities market" meaning that the Company does not have to report specific information on its Shareholders and their investments to HMRC. However, there can be no assurance that the Company will continue to be a FFI, that its Ordinary Shares will continue to be considered to be "regularly traded on an established securities market" or that it would not in the future be subject to withholding tax under FATCA or the IGA. If the Company becomes subject to a withholding tax as a result of FATCA or the IGA, the return on investment of some or all Shareholders may be materially adversely affected.

Since the enactment of FATCA, other jurisdictions have signalled their intention to enter into similar information exchange agreements. The Organisation for Economic Co-operation and Development has developed a global Common Reporting Standard (the "**CRS**") for multilateral exchange of information. The UK has implemented the CRS and so the Company will have to provide information about its Shareholders to HMRC under these rules. In December 2014, the EU formally adopted Council Directive 2014/107/EU to assist member states in combating tax evasion and fraud by extending the scope for the automatic exchange of information ("**DAC**"). Broadly speaking, DAC implements the CRS within the EU. For FATCA and the CRS, the 2018 reporting period will end on 31 December 2018, with reporting to HMRC by financial institutions for that period to take place by 31 May 2019. Failure to comply with the rules imposed by FATCA and other information exchange regimes could cause the Company be subjected to financial penalties.

As a result of FATCA (and the other FATCA-style agreements noted above), Shareholders will be required to provide certain information to the Company so that the Company can comply with its reporting obligations. In particular, Shareholders will be required to provide – and the Company may be obliged to disclose – details and information about Shareholders (and persons connected or associated with them) as may be required to enable the Company or any of its associates to comply with their obligations to any tax, regulatory or comparable authorities (including pursuant to FATCA or CRS) or where the Company believes such that such disclosure is in the interests of the Company. Any failure to do so may result in such Shareholder being subject to adverse consequences (in accordance with the Articles of Association).

Although the Company intends to comply with the rules imposed by FATCA and other FATCA-style agreements, the Company cannot guarantee that it will be able to satisfy its obligations under FATCA (and other information exchange regimes). Shareholders are encouraged to consult their own tax advisors regarding the possible application of FATCA (and other information exchange regimes) to their investment in the Company.

Prevention of the criminal facilitation of tax evasion.

Two new United Kingdom corporate criminal offences for failure to prevent the facilitation of tax evasion ("**FTP**" offences) have been created by the Criminal Finances Act 2017. The offences came into force on 30 September 2017. The FTP offences impose criminal liability on a company or a partnership (a "relevant body") if it fails to prevent the criminal facilitation of tax evasion by a "person associated" with the relevant body. There is a defence to the charge if the relevant body can show that it had in place "reasonable prevention procedures" at the time the facilitation took place.

In order to comply with the Criminal Finances Act 2017, the Company and/or the Investment Manager may require additional information from Shareholders or prospective investors in the Company regarding their tax affairs.

PART 7 - ADDITIONAL INFORMATION

1 The Company

- (a) The Company was incorporated and registered in England and Wales on 14 August 2018 with registered number 11517636 as a public company limited by shares. The Company is not authorised or regulated as a collective investment scheme by the FCA. However, from Initial Admission, it will be subject to the Listing Rules and the Disclosure Guidance and Transparency Rules. The principal legislation under which the Company operates and under which the Ordinary Shares will be issued is the Companies Act. The Company does not have any subsidiaries.
- (b) The registered office of the Company is at Mermaid House, 2 Puddle Dock, London, EC4V 3DB and the telephone number of the Company is +44 (0) 20 3551 6337.
- (c) The registrars of the Company are Link Asset Services. They will be responsible for maintaining the register of members of the Company from the date of Initial Admission.

2 Share and loan capital of the Company

- (a) The Company's issued share capital on incorporation and as at the date of this Prospectus is set out below. The Ordinary Shares and Management Shares are fully paid up and were subscribed for by the Investment Manager.

Class	Nominal Value	Number
Management Shares	£50,000	50,000
Ordinary Shares	£0.02	2

- (b) Immediately following Initial Admission (and assuming Issue Proceeds of £250 million), the Company's issued share capital is expected to be as set out below. All Ordinary Shares will be issued fully paid and the Management Shares will be redeemed immediately following Initial Admission out of the proceeds of the Initial Issue.

Class	Nominal Value (£)	Number
Ordinary Shares	£250,000.02	25,000,002

- (c) Prior to Initial Admission, the Company will issue a B Deferred Share of £0.01 in the capital of the Company for a subscription price equal to the total costs of the Initial Issue. That share will carry no rights to vote or to any dividends or other distributions, save for the return of 1p once £100 billion has been returned to holders of Ordinary Shares. Such share may be repurchased and cancelled by the Company.
- (d) By resolutions passed at a general meeting of the Company held on 14 September 2018 it was resolved:
- (i) to authorise the Directors generally and unconditionally to exercise all the powers of the Company to allot shares and to grant such subscription and conversion rights as are contemplated by sections 551(1)(a) and (b) of the Companies Act up to a maximum nominal amount of £450,000 such authority to expire, unless sooner revoked or varied by the Company in general meeting, on 16 September 2019, but so as to enable the Company before the expiry of such authority to make offers or agreements which would or might require shares or rights to be allotted or granted after such expiry and to enable the Directors to allot shares or grant such rights in pursuance of such offers or agreements as if the authority conferred thereby had not expired, such authority to be in substitution for all existing authorities granted to the Directors in respect of the allotment of shares or rights;

- (ii) on the expiry of the authority described in paragraph 2(d)(i) above, to authorise the Directors generally and unconditionally to exercise all the powers of the Company to allot shares and to grant such subscription and conversion rights as are contemplated by sections 551(1)(a) and (b) of the Companies Act 2006 up to a maximum aggregate nominal amount of £70,000 or, if less, 20 per cent. of the aggregate nominal value immediately following Initial Admission, to such persons and at such times and on such terms as they think proper, such authority to expire, unless sooner revoked or varied by the Company in general meeting, at the conclusion of the next annual general meeting of the Company, but so as to enable the Company before such date to make offers or agreements which would or might require shares or rights to be allotted or granted after such date and to enable the Directors to allot shares or grant such rights in pursuance of such offers or agreements as if the authority conferred thereby had not expired, such authority to be in substitution (with effect from Initial Admission) for all existing authorities granted to the directors in respect of the allotment of shares or rights, without prejudice to any allotments made pursuant to the terms of such authorities;
- (iii) to empower the Directors until the next annual general meeting to allot equity securities and sell treasury shares (as defined in section 560 of the Companies Act) for cash pursuant to the authorities referred to in paragraphs 2(d)(i) and 2(d)(ii) above as if section 561(1) of the Companies Act did not apply to any such allotment, such power being limited to:
 - (A) the allotment of Ordinary Shares of up to an aggregate nominal amount equal to £450,000 in connection with the Initial Issue and Placing Programme; and
 - (B) the allotment (other than pursuant to the power referred to in paragraph 2(d)(iii)(A) above) of equity securities up to an aggregate nominal amount of £70,000 or such other amount as represents 20 per cent. of the allotted and fully paid up share capital immediately following Initial Admission,

save that the Company may, before expiry of that authority, make offers or agreements which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities pursuant to any such offers or agreements as if such authority had not expired;
- (iv) to authorise the Company generally and unconditionally for the purpose of section 701 of the Companies Act to make market purchases (as defined in section 693 of the Companies Act) of Ordinary Shares on such terms and in such manner as the Directors may from time to time determine, provided that:
 - (A) the maximum number of Ordinary Shares authorised to be purchased under the authority is 52,465 Ordinary Shares (or such lesser amount, if applicable, as is equal to 14.99 per cent. of the allotted and fully paid up share capital of the Company immediately following Initial Admission);
 - (B) the minimum price (exclusive of expenses) which may be paid for such Ordinary Shares is 1 pence per Ordinary Share, being the nominal amount thereof;
 - (C) the maximum price (exclusive of expenses) which may be paid for such Ordinary Shares is an amount equal to the higher of (i) five per cent. above the average of the middle market quotations for such Ordinary Shares taken from The London Stock Exchange Daily Official List for the five business days immediately preceding the day on which the purchase is made and (ii) the price stipulated by Article 5(1) of the Buyback and Stabilisation Regulations;
 - (D) the authority will (unless previously renewed or revoked) expire on the earlier of the end of the next annual general meeting of the Company and the date which is 18 months after the date on which the resolution was passed;

- (E) the Company may make a contract to purchase its own Ordinary Shares under the authority conferred by the resolution prior to the expiry of the authority, and such contract will or may be executed wholly or partly after the expiry of the authority, and the Company may make a purchase of its own Ordinary Shares in pursuance of any such contract; and
 - (F) Ordinary Shares purchased pursuant to the authority conferred by the resolution shall be either: (i) cancelled immediately upon completion of the purchase; or (ii) be held, sold, transferred or otherwise dealt with as treasury shares in accordance with the provisions of the Companies Act; and
 - (v) that the capital of the Company be reduced by the reduction of its share premium account by an amount equal to ten pence multiplied by the number of Ordinary Shares in issue immediately following Initial Admission in order to create distributable reserves.
- (e) The Directors have absolute authority to allot the Ordinary Shares under the Articles and are expected to resolve to do so shortly prior to Initial Admission and/or each Programme Admission (as applicable).
 - (f) The provisions of section 561(1) of the Companies Act (to the extent not disapplied pursuant to sections 570-571 of the Companies Act) confer on Shareholders certain rights of pre-emption in respect of the allotment of equity securities (as defined in section 560 of the Companies Act) which are, or are to be, paid up in cash and, upon Initial Admission, will apply to any shares to be allotted by the Directors, except to the extent disapplied by the resolution referred to in paragraph 2(d)(iv) above.
 - (g) No share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option.
 - (h) The Ordinary Shares will be listed on the Official List and will be traded on the main market of the London Stock Exchange. The Ordinary Shares are not listed or traded on, and no application has been or is being made for the admission of the Ordinary Shares to listing or trading on, any other stock exchange or securities market.
 - (i) The Ordinary Shares are in registered form and, from Initial Admission or the relevant Programme Admission (as applicable), will be capable of being held in uncertificated form and title to such Ordinary Shares may be transferred by means of a relevant system (as defined in the Regulations). Where the Ordinary Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 Business Days of the completion of the registration process or transfer, as the case may be, of the Ordinary Shares. Where Ordinary Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 36 of this Prospectus, maintains a register of Shareholders holding their Ordinary Shares in CREST.
 - (j) Ordinary Shares are being issued pursuant to the Initial Issue at a price of £10 per Ordinary Share which represents a premium of £9.99 over their nominal value of one pence each. The relevant Placing programme Price of any Ordinary Shares issued pursuant to a Subsequent Placing under the Placing Programme will be determined by the Directors and the Company's broker by reference to the prevailing cum-income NAV per Ordinary Shares and a premium to cover the costs of the relevant Subsequent Placing and having regard to prevailing market conditions. No expenses are being charged to any subscriber or purchaser.
 - (k) Both the Companies Act and the Listing Rules allow for disapplication of pre-emption rights which may be waived by a special resolution of the Shareholders, either generally or specifically, for a maximum period not exceeding five years. As set out in 2(d)(iv) above, the Company has disapplied these pre-emption rights in respect of a defined number of Ordinary Shares until the next annual general meeting of the Company.

- (l) Each new Ordinary Share will rank in full for all dividends and distributions declared made or paid after their issue and otherwise pari passu in all respects with each existing Ordinary Share and will have the same rights (including voting and dividend rights and rights on a return of capital) and restrictions as each existing Ordinary Share, as set out in the Articles. The Ordinary Shares will be denominated in Sterling.

3 **Articles of association**

The Articles contain provisions, among other matters, to the following effect:

(a) ***Voting rights***

Subject to any special terms as to voting upon which any shares may be issued, or may for the time being be held and any restriction on voting referred to below, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy (regardless of the number of members for whom he is proxy) shall have one vote on a show of hands. On a poll, every Shareholder present in person or by proxy shall have one vote for every Ordinary Share of which he is the holder.

The duly authorised representative of a corporate Shareholder may exercise the same powers on behalf of that corporation as it could exercise if it were an individual shareholder.

A Shareholder is not entitled to vote unless all calls due from him have been paid.

A Shareholder is also not entitled to attend or vote at meetings of the Company in respect of any shares held by him in relation to which he or any other person appearing to be interested in such shares has been duly served with a notice under section 793 of the Companies Act and, having failed to comply with such notice within the period specified in such notice (being not less than 28 days from the date of service of such notice), is served with a disenfranchisement notice. Such disenfranchisement will apply only for so long as the notice from the Company has not been complied with or until the Company has withdrawn the disenfranchisement notice, whichever is the earlier.

(b) ***General meetings***

The Company must hold an annual general meeting each year in addition to any other general meetings held in the year. The Directors can call a general meeting at any time.

At least 21 clear days' written notice must be given for every annual general meeting. For all other general meetings, not less than 14 days' written notice must be given. The notice for any general meeting must state: (i) whether the meeting is an annual general meeting; (ii) the date, time and place of the meeting; (iii) the general nature of the business of the meeting and (iv) any intention to propose a resolution as a special resolution. All members who are entitled to receive notice under the Articles must be given notice.

Before a general meeting starts, there must be a quorum, being two members present in person or by proxy. Each Director can attend and speak at any general meeting.

(c) ***Dividends***

Subject to the Companies Act, the Company may, by ordinary resolution, declare dividends to be paid to Shareholders according to their rights and interests in the profits of the Company available for distribution, but no dividend shall be declared in excess of the amount recommended by the Board.

Subject to the Companies Act, the Board may from time to time pay to the Shareholders such interim dividends as appear to the Board to be justified by the profits available for distribution and the position of the Company, on such dates and in respect of such periods as it thinks fit.

Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide (no such shares presently being in issue), all dividends shall be apportioned and paid pro rata according to the amounts paid or credited as paid up (other than in advance of calls) on the shares during any portion or portions of the period in respect of which the dividend is paid. Any dividend unclaimed after a period of 12 years from the date of declaration shall be forfeited and shall revert to the Company.

The Board may, if authorised by an ordinary resolution, offer the holders of shares the right to elect to receive additional shares, credited as fully paid, instead of cash in respect of any dividend or any part of any dividend.

Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

The Board may withhold dividends payable on shares representing not less than 0.25 per cent. by number of the issued shares of any class (calculated exclusive of treasury shares) after there has been a failure to comply with any notice under section 793 of the Companies Act requiring the disclosure of information relating to interests in the shares concerned as referred to in paragraph 3(a) above.

(d) ***Return of capital***

On a voluntary winding-up of the Company the liquidator may, with the sanction of a special resolution of the Company and subject to the Companies Act and the Insolvency Act 1986 (as amended), divide amongst the shareholders of the Company in specie the whole or any part of the assets of the Company, or vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall determine.

(e) ***C Shares and Deferred Shares***

The Articles permit the Directors to issue C Shares on the following terms. Defined terms used in this paragraph are set out at the end of the paragraph.

- (i) The holders of the Ordinary Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends: (a) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a non-cumulative dividend at a fixed rate of one per cent. of the nominal amount thereof (the "**Deferred Dividend**") on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph (vii) below (the "**Relevant Conversion Date**") and on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed repurchase of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares; (b) the C Shareholders shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the C Shares and from income received and accrued which is attributable to the C Shares; (c) the Existing Ordinary Shares shall confer the right to dividends declared in accordance with the Articles; (d) the Ordinary Shares into which C Shares shall convert shall rank *pari passu* with the Existing Ordinary Shares for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and (e) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between the Calculation Date and the Conversion Date relating (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Date

and the Conversion Date (both dates inclusive).

- (ii) The holders of the Ordinary Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital: the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any C Shares are for the time being in issue and prior to the Conversion Date be applied amongst the holders of the Existing Ordinary Shares pro rata according to the nominal capital paid up on their holdings of Existing Ordinary Shares, after having deducted therefrom an amount equivalent to (C-D) using the methods of calculation of C and D given in the definition of Conversion Ratio, which amount shall be applied amongst the C shareholders pro rata according to the nominal capital paid up on their holdings of C Shares. For the purposes of this paragraph (ii): (a) the Calculation Date shall be such date as the liquidator may determine; and (b) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no C Shares are for the time being in issue be applied as follows: (i) first, if there are Deferred Shares in issue, in paying to the deferred shareholders one pence in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders; and (ii) secondly, the surplus shall be divided amongst the ordinary shareholders pro rata according to the nominal capital paid up on their holdings of Ordinary Shares.
- (iii) As regards voting: (a) the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Ordinary Shares as set out in the Articles as if the C Shares and Existing Ordinary Shares were a single class; and (b) the Deferred Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.
- (iv) The following shall apply to the Deferred Shares: (a) the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be repurchased by the Company in accordance with the terms set out herein; (b) immediately upon Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of Conversion for an aggregate consideration of one pence for every 1,000,000 Deferred Shares and the notice referred to in paragraph (vii)(B) below shall be deemed to constitute notice to each C Shareholder (and any person or persons having rights to acquire or acquiring C Shares on or after the Calculation Date) that the Deferred Shares shall be repurchased immediately upon Conversion for an aggregate consideration of one pence for each holding of 1,000,000 Deferred Shares. On repurchase, each Deferred Share shall be treated as cancelled in accordance with section 706 of the Companies Act without further resolution or consent; and (c) the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the repurchase moneys in respect of such Deferred Shares.
- (v) Without prejudice to the generality of the Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Existing Ordinary Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with the Articles: (a) no alteration shall be made to the Articles; (b) no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares; and (c) no resolution of the Company shall be passed to wind-up the Company.

For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Existing Ordinary Shares and C Shares, as described above, shall not be required in respect of: (a) the issue

of further Ordinary Shares ranking pari passu in all respects with the Existing Ordinary Shares (otherwise than in respect of any dividend or other distribution declared, paid or made on the Existing Ordinary Shares by the issue of such further Ordinary Shares); or (b) the sale of any shares held as treasury shares (as such term is defined in section 724 of the Companies Act) in accordance with sections 727 and 731 of the Companies Act or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).

- (vi) For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall: (a) procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares; (b) allocate to the assets attributable to the C Shares such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds and the Calculation Date relating to such C Shares (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares; and (c) give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.
- (vii) The C Shares for the time being in issue shall be sub-divided and converted into Ordinary Shares and Deferred Shares on the Conversion Date in accordance with the following provisions of this paragraph (vii):
 - (A) the Directors shall procure that within 10 Business Days of the Calculation Date: (i) the Conversion Ratio as at the Calculation Date and the numbers of Ordinary Shares and Deferred Shares to which each C Shareholder shall be entitled on Conversion shall be calculated; and (ii) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H below.
 - (B) The Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the Calculation Date, a notice is sent to each C shareholder advising such shareholder of the Conversion Date, the Conversion Ratio and the numbers of Ordinary Shares and Deferred Shares to which such C shareholder will be entitled on Conversion.
 - (C) On conversion each C Share shall automatically subdivide into 10 conversion shares of one pence each and such conversion shares of one pence each shall automatically convert into such number of Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
 - (1) the aggregate number of Ordinary Shares into which the same number of conversion shares of one pence each are converted equals the number of C Shares in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole Ordinary Share).
 - (2) each conversion share of one pence which does not so convert into an Ordinary Share shall convert into one Deferred Share.
 - (3) The Ordinary Shares and Deferred Shares arising upon Conversion shall

be divided amongst the former C shareholders pro rata according to their respective former holdings of C Shares (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company).

- (4) Forthwith upon Conversion, the share certificates relating to the C Shares shall be cancelled and the Company shall issue to each former C Shareholder new certificates in respect of the Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued.
- (5) The Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

The following definitions are only relevant for the purpose of the foregoing: "Calculation Date" means the earliest of the:

- (i) close of business on the date to be determined by the Directors after the day on which the Investment Manager shall have given notice to the Directors that at least 90 per cent. of the Net Proceeds (or such other percentage as the Directors and Investment Manager shall agree) shall have been invested; or
- (ii) close of business on the date falling nine calendar months after the allotment of the C Shares or if such a date is not a Business Day the next following Business Day; or
- (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent;

"Conversion" means conversion of the C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph (g) above;

"Conversion Date" means the close of business on such Business Day as may be selected by the Directors falling not more than 10 Business Days after the Calculation Date;

"Conversion Ratio" means the ratio of the net asset value per C Share to the net asset value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C - D}{E}$$

$$B = \frac{F - C - G + D}{H}$$

and where:

C is the aggregate value of: (a) the value of the investments of the Company attributable to the C Shares; and (b) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current

assets of the Company attributable to the C Shares (excluding the investments valued under (a) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature);

D is the amount (to the extent not otherwise deducted from the assets attributable to the C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the C Shares on the Calculation Date;

E is the number of the C Shares in issue on the Calculation Date;

F is the aggregate value of: (a) value of all the investments of the Company; and (b) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company (excluding the investments valued under (a) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature);

G is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company on the Calculation Date; and

H is the number of Ordinary Shares in issue on the Calculation Date (excluding any Ordinary Shares held in treasury),

provided always that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the Net Proceeds relating to the C Shares and/or to the reasons for the issue of the C Shares.

"Deferred Shares" means deferred shares of one pence each in the capital of the Company arising on Conversion;

"Existing Ordinary Shares" means the Ordinary Shares in issue immediately prior to Conversion;

"Force Majeure Circumstances" means (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest

"Net Proceeds" means the net cash proceeds of the issue of the C Shares (after deduction of those commissions and expenses relating thereto and payable by the Company);

References to ordinary shareholders, C shareholders and deferred shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares and Deferred Shares respectively.

References to the Auditors confirming any matter should be construed to mean confirmation of their opinion as to such matter whether qualified or not.

(f) ***Transfer of shares***

The Ordinary Shares are in registered form.

The Articles provide for shares to be held in CREST accounts, or through another system for holding shares in uncertificated form, such shares being referred to as "Participating Securities". Subject to such of the restrictions in the Articles as shall be applicable, any member may transfer all or any of his shares. In the case of shares represented by a certificate ("Certificated Shares") the transfer shall be made by an instrument of transfer in the usual form or in any other form which the Board may approve. A transfer of a Participating Security need not be in writing, but shall comply with such rules as the Board may make in relation to the transfer of such shares, a CREST transfer being acceptable under the current rules.

The instrument of transfer of a Certificated Share shall be executed by or on behalf of the transferor and (in the case of a partly paid share) by or on behalf of the transferee and the transferor is deemed to remain the holder of the share until the name of the transferee is entered in the register of members.

The Board may, in its absolute discretion and without assigning any reason therefor, refuse to register any instrument of transfer of shares, all or any of which are not fully paid.

The Board may also refuse to register a transfer unless:

- (i) in the case of a Certificated Share, the duly stamped instrument of transfer (if required) is lodged at the registered office of the Company or at some other place as the Board may appoint accompanied by the relevant share certificate and such other evidence of the right to transfer as the Board may reasonably require;
- (ii) in the case of a Certificated Share, the instrument of transfer is in respect of only one class of share; and
- (iii) in the case of a transfer to joint holders of a Certificated Share, the transfer is in favour of not more than four such transferees.

In the case of Participating Securities, the Board may refuse to register a transfer if the Regulations (as amended) allow it to do so, and must do so where such regulations so require.

The Board may also decline to register a transfer of shares if they represent not less than 0.25 per cent. by number of their class and there has been a failure to comply with a notice requiring disclosure of interests in the shares (as referred to in paragraph (i) below) unless the shareholder has not, and proves that no other person has, failed to supply the required information. Such refusal may continue until the failure has been remedied, but the Board shall not decline to register:

- (i) transfer in connection with a bona fide sale of the beneficial interest in any shares to any person who is unconnected with the shareholder and with any other person appearing to be interested in the share;
- (ii) a transfer pursuant to the acceptance of an offer made to all the Company's shareholders or all the shareholders of a particular class to acquire all or a proportion of the shares or the shares of a particular class; or
- (iii) a transfer in consequence of a sale made through a recognised investment exchange or any stock exchange outside the United Kingdom on which the Company's shares are normally traded.

If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any benefit plan investor under Section 3(42) of ERISA or the US Code; (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to be registered or qualified under the US Investment Company Act and/or the US Investment Advisers Act of 1940 and/or the US Securities Act and/or the US Exchange Act and/or any similar legislation (in any jurisdiction) that regulates the offering and sale of securities; (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the US Exchange Act; (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the US Code; or (v) may cause the Company to become subject to any withholding tax or reporting obligation under FATCA or any similar legislation in any territory or jurisdiction, or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (including by reason of the failure of the shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligation), then the Board may declare the Shareholder in question a "Non-Qualified Holder" and the Board may require that any shares held by such Shareholder ("Prohibited Shares") shall (unless the Shareholder concerned satisfies the Board that he is not a Non-Qualified Holder) be transferred to another person who is not a Non-Qualified Holder, failing which the Company may itself dispose of such Prohibited Shares at the best price reasonably obtainable and pay the net proceeds to the former holder.

(g) ***Variation of rights***

Subject to the Companies Act, all or any of the rights attached to any class of share may (unless otherwise provided by the terms of issue of shares of that class) be varied (whether or not the Company is being wound up) either with the written consent of the holders of not less than three-quarters in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of such holders. The quorum at any such general meeting is two persons holding or representing by proxy at least one-third in nominal value of the issued shares of that class and at an adjourned meeting the quorum is one holder present in person or by proxy, whatever the amount of his shareholding. Any holder of shares of the class in question present in person or by proxy may demand a poll. Every holder of shares of the class shall be entitled, on a poll, to one vote for every share of the class held by him. Except as mentioned above, such rights shall not be varied.

The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the Articles or the conditions of issue of such shares, be deemed to be varied by the creation or issue of new shares ranking *pari passu* therewith or subsequent thereto.

(h) ***Share capital and changes in capital***

Subject to and in accordance with the provisions of the Companies Act, the Company may issue redeemable shares. Without prejudice to any special rights previously conferred on the holders of any existing shares, any share may be issued on terms that they are, at the option of the Company or a member liable, to be redeemed on such terms and in such manner as may be determined by the Board (such terms to be determined before the shares are allotted).

Subject to the provisions of the Articles and the Companies Act, the power of the Company to offer, allot and issue any new shares in the Company and any shares lawfully held by the Company or on its behalf (such as shares held in treasury) shall be exercised by the Board at such time and for such consideration and upon such terms and conditions as the Board shall determine.

The Company may by ordinary resolution alter its share capital in accordance with the Companies Act. The resolution may determine that, as between the holders of shares resulting from the subdivision, any of the shares may have any preference or advantage or be subject to any restriction as compared with the others.

(i) ***Disclosure of interests in shares***

Section 793 of the Companies Act provides a public company with the statutory means to ascertain the persons who are, or have within the last three years been, interested in its relevant share capital and the nature of such interests. When a shareholder receives a statutory notice of this nature, he or she has 28 days (or 14 days where the shares represent at least 0.25 per cent. of their class) to comply with it, failing which the Company may decide to restrict the rights relating to the relevant shares and send out a further notice to the holder (known as a "disenfranchisement notice"). The disenfranchisement notice will state that the identified shares no longer give the shareholder any right to attend or vote at a shareholders' meeting or to exercise any other right in relation to shareholders' meetings.

Once the disenfranchisement notice has been given, if the Directors are satisfied that all the information required by any statutory notice has been supplied, the Company shall, within not more than seven days, withdraw the disenfranchisement notice.

The Articles do not restrict in any way the provisions of section 793 of the Companies Act.

(j) ***Non-UK shareholders***

Shareholders with addresses outside the United Kingdom are not entitled to receive notices from the Company unless they have given the Company an address within the United Kingdom at which such notices shall be served.

(k) ***Untraced shareholders***

Subject to various notice requirements, the Company may sell any of a shareholder's shares in the Company if, during a period of 12 years, at least three dividends on such shares have become payable and no dividend has been claimed during that period in respect of such shares and the Company has received no communication from such shareholder.

(l) ***Borrowing powers***

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any of its undertaking, property and assets (present and future) and uncalled capital and subject to any relevant statutes, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligations of the Company or any third party, provided that the Board shall restrict the borrowings of the Company, and exercise all powers of control exercisable by the Company in relation to its subsidiaries, so as to secure (in relation to its subsidiaries so far as the Board is able) that the aggregate amount for the time being of all borrowings by the Company shall not at any time without the previous sanction of an ordinary resolution of the Company exceed an amount equal to 1000 times the adjusted capital and reserves of the Company.

These borrowing powers may be varied by an alteration to the Articles which would require a special resolution of the shareholders.

(m) ***Directors***

Subject to the Companies Act, and provided he has made the necessary disclosures, a Director may be a party to or otherwise directly or indirectly interested in any transaction or arrangement with the Company or in which the Company is otherwise interested or a proposed transaction or arrangement with the Company.

The Board has the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under section 175 of the Companies Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with, the interests of the Company. Any such authorisation will only be effective if the matter is proposed in writing for consideration in accordance with the Board's normal procedures, any

requirement about the quorum of the meeting is met without including the Director in question and any other interested director and the matter was agreed to without such directors voting (or would have been agreed to if the votes of such directors had not been counted). The Board may impose terms or conditions in respect of its authorisation.

Save as mentioned below, a Director shall not vote in respect of any matter in which he has, directly or indirectly, any material interest (otherwise than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company) or a duty which conflicts or may conflict with the interests of the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

A Director shall (in the absence of material interests other than those indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters:

- (i) the giving of any guarantee, security or indemnity to him or any other person in respect of money lent to, or an obligation incurred by him or any other person at the request of or for the benefit of, the Company or any of its subsidiaries;
- (ii) the giving of any guarantee, security or indemnity to a third party in respect of an obligation of the Company or any of its subsidiaries for which he himself has assumed any responsibility in whole or in part alone or jointly under a guarantee or indemnity or by the giving of security;
- (iii) any proposal concerning his being a participant in the underwriting or sub-underwriting of an offer of shares, debentures or other securities by the Company or any of its subsidiaries;
- (iv) any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise, provided that he is not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of such company (or of any corporate third party through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed to be a material interest in all circumstances);
- (v) any arrangement for the benefit of employees of the Company or any of its subsidiaries which does not accord to any Director any privilege or advantage not generally accorded to the employees to which such arrangement relates; and
- (vi) any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for the benefit of any of the Directors or for persons who include Directors, provided that for that purpose "insurance" means only insurance against liability incurred by a Director in respect of any act or omission by him in the execution of the duties of his office or otherwise in relation thereto or any other insurance which the Company is empowered to purchase and/or maintain for, or for the benefit of any groups of persons consisting of or including, Directors.

The Directors shall be paid such remuneration by way of fees for their services as may be determined by the Board, save that, unless otherwise approved by ordinary resolution of the Company in general meeting, the aggregate amount of such fees of all Directors shall not exceed £250,000 per annum. The Directors shall also be entitled to be repaid by the Company all hotel expenses and other expenses of travelling to and from board meetings, committee meetings, general meetings or otherwise incurred while engaged in the business of the Company. Any Director who by request of the Board performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.

The Company may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, to or for the benefit of past directors who held executive office or

employment with the Company or any of its subsidiaries or a predecessor in business of any of them or to or for the benefit of persons who are or were related to or dependants of any such Directors.

The Directors and officers of the Company are entitled to be indemnified against all losses and liabilities which they may sustain in the execution of the duties of their office, except to the extent that such an indemnity is not permitted by sections 232 or 234 of the Companies Act. Subject to sections 205(2) to (4) of the Companies Act, the Company may provide a Director with funds to meet his expenditure in defending any civil or criminal proceedings brought or threatened against him in relation to the Company. The Company may also provide a Director with funds to meet expenditure incurred in connection with proceedings brought by a regulatory authority and indemnify a Director in connection with the Company's activities as a trustee of a pension scheme.

The Directors are obliged to retire by rotation and are eligible for re-election at the third annual general meeting after the annual general meeting at which they were elected. Any non-executive Director who has held office for nine years or more is subject to re-election annually. Any Director appointed by the Board holds office only until the next annual general meeting, when he is eligible for re-election.

There is no age limit for Directors.

Unless and until otherwise determined by ordinary resolution of the Company, the Directors (other than alternate Directors) shall not be less than 2 nor more than 10 in number.

(n) ***Redemption***

The Ordinary Shares are not redeemable.

(o) ***Management Shares***

The Management Shares can be redeemed at any time (subject to the provisions of the Companies Act) by the Company and carry the right to receive a fixed annual dividend equal to 0.01 per cent. of the nominal amount of each of the shares payable on demand. For so long as there are shares of any other class in issue, the holders of the Management Shares will not have any right to receive notice of or vote at any general meeting of the Company. If there are no shares of any other class in issue, the holders of the Management Shares will have the right to receive notice of, and to vote at, general meetings of the Company. In such circumstances, each holder of a Management Share who is present in person (or, being a corporation, by representative) or by proxy at a general meeting will have on a show of hands one vote and on a poll every such holder who is present in person or by proxy (or being a corporation, by representative) will have one vote in respect of each Management Share held by him.

(p) ***Electronic communication***

The Company may communicate electronically with its members in accordance with the provisions of the Electronic Communications Act 2000.

The above is a summary only of certain provisions of the Articles, the full provisions of which are available for inspection as described in paragraph 16 below.

4 Mandatory bids and compulsory acquisition rules relating to the Ordinary Shares

(a) ***Mandatory bid***

The City Code on Takeovers and Mergers applies to the Company. Under Rule 9 of the City Code, if:

- (i) a person acquires an interest in shares in the Company which, when taken together with

shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or

- (ii) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquiror and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares in the Company at a price not less than the highest price paid for any interests in the Ordinary Shares by the acquiror or its concert parties during the previous 12 months.

(b) **Compulsory acquisition**

Under sections 974 to 991 of the Companies Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the Companies Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Companies Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer.

The offeror would be required to give any holder of shares notice of his right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises his/her rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

5 Information on the Directors

- (a) Details of the names of companies and partnerships (excluding directorships of the Company) of which the Directors are or have been members of the administrative, management or supervisory bodies or partners at any time in the five years preceding the date of this Prospectus:

Name	Current directorships/ partnerships	Past directorships/ partnerships
Mark Pacitti	Arran (Scotland) Limited M C Pacitti Limited	Deloitte LLP Deloitte NWE LLP
Diana Dyer Bartlett	SmartSpace Software plc ⁽¹⁾ Trafalgar Limited	Actimax 1 Limited Breast Cancer Haven Limited Clicks Media Studios Limited CloudXL Limited ⁽¹⁾ CloudXL Networks Limited ⁽¹⁾ CloudXL Support Limited ⁽¹⁾ Comunica Group Limited Comunica Holdings Limited Coms Carrier Services

Name	Current directorships/ partnerships	Past directorships/ partnerships
		Limited ⁽¹⁾ Coms Enterprise Limited Coms Mobile Limited ⁽¹⁾ Coms.com Limited ⁽¹⁾ Darkside Animation Limited Ketton House Limited Network Resource Limited ⁽¹⁾ Network Resource Group Limited ⁽¹⁾ Pharmacells Limited ⁽²⁾ Plassey Limited Precious Cells International Limited ⁽²⁾ Premium O Limited ⁽¹⁾ Smarter Mobile UK Limited ⁽¹⁾ Superline Telecommunications Limited System Online Limited ⁽¹⁾ Universal Office Automation Limited Universal Office Automation (Networks) Limited Westminster Capital Partners Limited
Lord St John of Bletso	17 Arm Recovery (UAE) FZ LLC ⁽³⁾ Albion Enterprise VCT plc Bell Integration Limited ⁽³⁾ BetWay Limited ⁽³⁾ Cognosec Limited ECO Capacity Exchange Ltd ⁽³⁾ Falcon Group Limited Impala Energy Management Limited ⁽³⁾ Integrated Diagnostic Holdings plc Rados International Services Ltd Roc Technologies Limited ⁽³⁾ Strand Hanson Limited WET Holdings (Global) Limited ⁽³⁾ Yellow Cake plc	Estate & General (IOM) Ltd Global Resources Investment Trust plc Silicon Valley Bank ⁽³⁾

(1) During her appointment as a director of SmartSpace Software plc (formerly known as Coms plc and RedstoneConnect plc), the Coms plc group had trading difficulties and Diana took on an interim role as chief finance officer. Following the departure of the finance director and chief executive officer of Coms plc, Diana became a director of the majority of Coms plc's subsidiaries on 1 March 2015. After the sale of the business and assets of most of the Coms plc's subsidiaries which comprised its telecommunications division at the end of May 2015 and the discharge of agreed trading liabilities, the following companies were put into creditors' voluntary liquidation: Coms Carrier Services Limited, Network Resource Limited, CloudXL Networks Limited, Coms Mobile

Limited, System Online Limited, CloudXL Support Limited, Network Resource Group Limited, Smarter Mobile UK Limited, Coms.com Limited, Premium O Limited, and CloudXL Limited.

(2) Precious Cells International Limited and its subsidiary, Pharmacells Limited were placed into administration on 28 March 2018 and 13 April 2018 respectively, ten months after Diana's resignation on 31 May 2017. At the time of her resignation, the companies were able to pay their debts as they fell due.

(3) Member of advisory board, but not appointed as a director.

(b) Save as noted above, none of the Directors:

- (i) has any convictions in relation to fraudulent offences for at least the previous five years; or
- (ii) has been declared bankrupt or been a director or member of the administrative, management or supervisory body of a company or a senior manager of a company at the time of any receivership or liquidation for at least the previous five years; or
- (iii) has been subject to any official public incrimination and/or sanctions by any statutory or regulatory authority (including designated professional bodies) or has ever been disqualified by a court from acting as a director of a company or from acting as a member of the administrative, management or supervisory bodies of a company or from acting in the management or conduct of the affairs of any company for at least the previous five years.

6 Directors' and others' interests

(a) The Directors currently have no interests in the share capital of the Company. Immediately following Initial Admission the interests (all of which are or will be beneficial unless otherwise stated) of the Directors (together with their connected persons) in the ordinary share capital of the Company are as follows:

<i>Immediately following Initial Admission⁽¹⁾</i>			
	<i>Number of Ordinary Shares</i>	<i>Total issue price (£)</i>	<i>Percentage of issued share capital⁽²⁾ (%)</i>
Mark Pacitti	20,000	200,000	0.08
Diana Dyer Bartlett	5,000	50,000	0.02
Lord St John of Bletso	5,000	50,000	0.02

(1) Assuming each of the Directors subscribes for the Ordinary Shares for which he or she has indicated an intention to subscribe and that 25 million Ordinary Shares are issued pursuant to the Initial Placing, Intermediaries Offer and Offer for Subscription.

(2) Assuming target Issue Proceeds of £250 million.

- (b) Save as disclosed in paragraph 6(a) above, immediately following Initial Admission, no Director will have any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company.
- (c) The voting rights of the Company's Shareholders are the same in respect of each Ordinary Share held.
- (d) Through Eighth Wonder Limited, a company of which he is the sole ultimate beneficial owner, Terry Smith will own 2.5 million Ordinary Shares upon Initial Admission (representing 10 per cent. of the Company's issued share capital if 25 million Ordinary Shares are issued pursuant to the Initial Issue), and other founder partners and employees of the Investment Manager will own in aggregate approximately 500,000 Ordinary Shares upon Initial Admission (representing 2 per cent. of the Company's issued share capital if 25 million Ordinary Shares are issued pursuant to the Initial Issue). Save as set out above, as at the date of this Prospectus, the Company is not aware of any person who will, immediately following Initial Admission, hold three per cent. or more

of the voting rights in the Company as a Shareholder or through a direct or indirect holding of financial instruments (in each case for the purposes of Chapter 5 of the Disclosure Guidance and Transparency Rules of the FCA). The Company is not aware of any person who, directly or indirectly owns or controls the Company. The Company is not aware of any arrangements the operation of which may at a subsequent date result in a change of control of the Company.

- (e) The Directors are in addition to the Company, directors/partners of the companies listed in paragraph 5 of this Part 7. The Articles contain provisions whereby a Director shall not vote, among other matters, in respect of any matter in which he has, directly or indirectly, any material interest. Save, in relation to the directorships listed in paragraph 5 of this Part 7, there are no potential conflicts of interest between any duties owed by the Directors to the Company and their private interests and/or other duties.

7 Directors' appointments

Under the terms of their appointments as non-executive Directors of the Company, each Director is entitled to an annual fee of £25,000 per annum. The Chairman of the Board is paid a further £5,000 per annum in addition to this amount and each committee chairperson is paid a further £2,000 per annum in addition to this amount. The Directors may elect to apply the cash amount equal to their annual fee to subscribe for or purchase Ordinary Shares. The Directors hold their office in accordance with the Articles and their appointment letters. No Director has a service contract with the Company, nor are any such contracts proposed. The retirement, disqualification and removal provisions relating to the Directors (in their capacity as directors) are summarised in paragraph 3(m) of this Part 7.

8 Employees

The Company does not have any employees.

9 Material contracts and related party transactions

- (a) The following are the only contracts (not being contracts entered into in the ordinary course of business) which have been entered into by the Company since its incorporation and which are or may be material to the Company or have been entered into by the Company at any time and contain a provision under which the Company has any obligation or entitlement which is material to the Company at the date of this Prospectus:
 - (i) The Placing and Offer Agreement dated 17 September 2018 entered into by the Company, each of the Directors, the Investment Manager and Investec pursuant to which, subject to certain conditions, Investec has agreed to act as sponsor in respect of the Initial Issue and intermediaries offer adviser in respect of the Intermediaries Offer and to use its reasonable endeavours to procure purchasers for: (i) the Ordinary Shares to be issued pursuant to the Initial Placing; and (ii) Ordinary Shares to be issued pursuant to any Subsequent Placings under the Placing Programme.

The Placing and Offer Agreement is conditional on, among other things, Initial Admission occurring by 8.00 a.m. on 19 October 2018 (or such later date, not being later than 30 November 2018 as the Company and Investec may agree) in respect of the Initial Placing.

In respect of the Initial Placing, the Placing and Offer Agreement is further conditional upon the Issue Proceeds totalling not less than £60 million. In the event that any of the conditions in the Placing and Offer Agreement are not met in respect of the Initial Placing or any Subsequent Placing, Investec shall, amongst other things, not be under any obligation to complete the Initial Placing or any Subsequent Placing, the Company shall withdraw its application for Initial Admission or the relevant Programme Admission (as applicable) (making such announcement as reasonably required by Investec) and appropriate arrangements for the return of monies received shall be made.

In consideration for their services under the Placing and Offer Agreement, Investec will

receive from the Company: (i) a corporate finance fee; (ii) placing commission (such commission calculated by reference to the number of Ordinary Shares acquired by Placees procured by Investec or other investors pursuant to the Intermediaries Offer or the Offer for Subscription) together with reimbursement for all out-of-pocket expenses incurred by it in connection with the Initial Issue; and (iii) a commission in respect of any Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme. These amounts will be reimbursed to the Company by the Investment Manager.

The Company, the Investment Manager and the Directors have in the Placing and Offer Agreement given certain customary warranties (subject, in the case of the Directors, to certain agreed caps), and the Company and the Investment Manager have agreed to provide customary indemnities, to Investec.

- (ii) The Intermediaries Booklet dated September 2018 setting out the terms on which the Intermediaries have agreed, or will agree, in connection with the Intermediaries Offer, to act as agent for their Underlying Applicants.

None of the Company, Investec, or any of their respective representatives will have any liability to the Intermediaries for liabilities, costs or expenses incurred by the Intermediaries in connection with the Intermediaries Offer.

As set out in the Intermediaries Booklet, Investec has agreed to coordinate applications from the Intermediaries under the Intermediaries Offer. Determination of the number of Ordinary Shares offered will be determined solely by the Company (following consultation with Investec and the Investment Manager). Allocations to Intermediaries will be determined solely by the Company (following consultation with Investec and the Investment Manager).

The Intermediaries agree to procure the investment of the maximum number of Ordinary Shares which can be acquired at the Issue Price for the sum applied for by such Intermediaries on behalf of their respective Underlying Applicants. A minimum application of £1,000 per Underlying Applicant will apply. Intermediaries agree to take reasonable steps to ensure that they will not make more than one application per Underlying Applicant.

The Intermediaries are not permitted to charge any fees or commissions to any Underlying Applicant in connection with the Intermediaries Offer, nor will any fees be payable by Investec, the Company or the Investment Manager to any Intermediary in connection with the Intermediaries Offer.

The Intermediaries give certain undertakings regarding their use of information in connection with the Intermediaries Offer. The Intermediaries also give undertakings regarding the form and content of written and oral communications with clients and other third parties and the Intermediaries also give representations and warranties which are relevant for the Intermediaries Offer, and indemnify the Company, Investec and their respective representatives against any loss or claim arising out of any breach or alleged breach by them of the agreement or of any duties or obligations under the FSMA or under any rules of the FCA or any applicable laws or as a result of any other act or omission by the Intermediary in connection with the subscription for and/or resale of Ordinary Shares by the Intermediaries or any Underlying Applicant.

- (iii) The Investment Management Agreement dated 17 September 2018 between the Company and the Investment Manager whereby the Investment Manager is appointed to act as investment manager of the Company. The Investment Manager has agreed to provide customary services of a discretionary investment manager that is also appointed as AIFM to the Company. The Company has consented to the Investment Manager delegating certain valuation services to the Administrator and certain dealing services to FIS; however, the Investment Manager shall remain liable to the Company for such delegated services.

The Investment Manager shall be entitled to receive a fee from the Company which shall be an amount equal to $\frac{1}{365}$ multiplied by 0.9 per cent of the market capitalisation of the Company accruing daily but payable monthly in arrear. The Investment Manager shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred on behalf of the Company.

The Investment Management Agreement has a minimum term of four years and may be terminated by either party on twelve months' notice with such notice not to be served before the date which is three years from the date of Initial Admission. In addition, the Investment Management Agreement may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied. The Company has also agreed to indemnify the Investment Manager for losses that the Investment Manager may incur in the performance of its duties pursuant to the Investment Management Agreement or otherwise in connection with the Company's activities that are not attributable to, among other things, a material breach of the Investment Management Agreement by, or the negligence, fraud, wilful default or bad faith of, the Investment Manager.

- (iv) The Accounting and Administration Services Agreement dated 17 September 2018 between the Company, the Investment Manager and the Administrator whereby the Administrator is appointed to act as administrator of the Company. Under the terms of the Accounting and Administration Services Agreement, the Investment Manager has also delegated the performance of certain valuation services it provides pursuant to the terms of the Investment Management Agreement to the Administrator.

The Administrator shall be entitled to receive an annual fee calculated by reference to the Company's NAV, being an amount equal to 3 basis points where the Net Asset Value of the Company is less than or equal to £500 million and 2 basis points where the Net Asset Value of the Company exceeds £500 million. The Administrator will, in addition, be entitled to recover third party expenses and disbursements.

The Accounting and Administration Services Agreement may be terminated by either party on 180 days' notice and may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied. The Accounting and Administration Agreement contains customary indemnities from the Company in favour of the Administrator.

- (v) The Company Secretarial Agreement dated 17 September 2018 between the Company and the Company Secretary whereby the Company Secretary is appointed to act as company secretary of the Company.

The Company Secretary shall be entitled to receive an annual fee of £60,000. The Company Secretary shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred and documented on behalf of the Company.

The Company Secretarial Agreement may be terminated by either party on six months' notice and may be immediately terminated by the Company in certain circumstances such as a persistent or material breach which is not remedied. The Company Secretarial Agreement contains customary indemnities given by the Company in favour of the Company Secretary.

- (vi) The Depositary Agreement dated 17 September 2018 between the Company, the Investment Manager and the Depositary whereby the Depositary is appointed to act as custodian and depositary of the Company.

The Depositary will perform the customary services of a depositary in accordance with the AIFMD. It is permitted to delegate the performance of its obligations, including the safe

keeping of assets, subject to certain conditions being satisfied.

The Depositary shall be entitled to receive an annual fee calculated by reference to the services performed (in respect of custody services) as well as a fee equal to 1.5 basis points of the Net Asset Value of the Company (in respect of depositary services). A minimum fee of £25,000 per annum in respect of depositary services which shall apply, in each case, following the Company's first financial year and shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred on behalf of the Company.

The Depositary Agreement may be terminated by either party on 90 days' prior written notice following an initial period of six months from the date of the Depositary Agreement. The Depositary Agreement may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied. The Depositary Agreement contains customary indemnities given by the Company in favour of the Depositary.

The Depositary has delegated its obligations in respect of the safe keeping of the Company's investments to The Northern Trust Company (London branch).

The Depositary has not contractually discharged any of its liabilities under the Depositary Agreement in respect of the delegated services.

- (vii) The Registrar Agreement dated 17 September 2018 between the Company and the Registrar whereby the Registrar is appointed to act as registrar of the Company. The Registrar shall be entitled to receive an annual registration fee from the Company of £16,000. The Registrar shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred and documented on behalf of the Company.

The Registrar Agreement may be terminated by either party on six months' notice following an initial term of three years and may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied or if the parties cannot agree on an increase in fees. The Registrar Agreement contains customary indemnities from the Company in favour of the Registrar.

- (viii) The Receiving Agent Agreement dated 17 September 2018 between the Company and the Receiving Agent whereby the Receiving Agent is appointed to act as receiving agent of the Company in connection with the Offer. The Receiving Agent shall be entitled to receive customary fees for the performance of its services and shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred and documented on behalf of the Company. The Receiving Agent Agreement will terminate if the Initial Issue does not take place and may also be terminated by the Company or the Receiving Agent in certain circumstances such as a material breach which is not remedied. The Receiving Agent Agreement contains customary indemnities from the Company in favour of the Receiving Agent.

- (ix) The Nominee Services Agreement dated 17 September 2018 between the Company and the Nominee whereby the Nominee is appointed to provide nominee services in respect of the Company. The Nominee shall be entitled to receive an annual fee from the Company of £7,500. The Nominee shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred and documented on behalf of the Company.

The Nominee Services Agreement may be terminated by either party on six months' notice following an initial term of three years and may be immediately terminated by either party in certain circumstances such as a material breach which is not remedied or if the parties cannot agree on an increase in fees. The Nominee Services Agreement contains

customary indemnities from the Company in favour of the Nominee.

- (x) Lock-in and orderly market deeds with each of the founder partners and certain key employees of the Investment Manager and Investec dated 17 September pursuant to which those partners and employees have agreed not to sell their respective Ordinary Shares for one year from Initial Admission, save in limited circumstances.
- (xi) The broker engagement letter dated 17 September 2018 between the Company and Investec pursuant to which Investec will act as corporate broker to the Company. Investec shall be entitled to receive an annual fee from the Company of £40,000. Investec shall also be entitled to reimbursement of all out of pocket costs, expenses and charges reasonably and properly incurred and documented on behalf of the Company.

Investec's appointment may be terminated by either party on one month's notice and may be immediately terminated by Investec in certain circumstances such as a material breach by the Company. The engagement letter contains customary indemnities from the Company in favour of Investec.

- (b) Except with respect to the appointment letters entered into between the Company and each Director and the Investment Management Agreement, the Company has not been a party to any related party transaction since its incorporation.

10 Working capital

Taking into account the minimum Issue Proceeds, the Company is of the opinion that the Company has sufficient working capital for its present requirements, that is for at least the next 12 months from the date of the of this Prospectus.

11 Capitalisation and indebtedness

At the date of this Prospectus, the Company:

- (a) does not have any secured, unsecured or unguaranteed indebtedness, including direct and contingent indebtedness;
- (b) has not granted any mortgage or charge over any of its assets; and
- (c) does not have any contingent liabilities or guarantees.

12 No significant change

There has been no significant change in the financial or trading position of the Company since its incorporation.

13 Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) since the Company's incorporation which may have, or have had in the recent past, significant effects on the financial position or profitability of the Company.

14 General

- (a) Since all costs and expenses of the Initial Issue will be borne by the Investment Manager, both the gross and net Issue Proceeds will be £250 million (assuming 25 million Ordinary Shares are issued pursuant to the Initial Issue). In addition, since the Company has not commenced operations and therefore not generated any earnings, neither the Initial Issue nor the Placing Programme will represent a significant gross change to the Company. At the date of this Prospectus and until

Initial Admission, the assets of the Company are £50,002. Under the Initial Issue, on the basis that 25 million Ordinary Shares are to be issued, the net assets of the Company would increase by approximately £250 million immediately after Initial Admission. Following completion of the Issue and any Subsequent Placing, the net proceeds of the relevant issue will be invested in accordance with the Company's investment policy and pending investment will be held on deposit or invested in near cash instruments and consequently it is expected that the Company will derive earnings from Gross Assets in the form of dividends and interest.

- (b) The Initial Issue will result in the existing Ordinary Shares being diluted by approximately 100 per cent. (assuming Issue Proceeds of £250 million). None of the Ordinary Shares available under the Initial Issue or any Subsequent Placing are being underwritten.
- (c) The Initial Placing and each Subsequent Placing are being carried out on behalf of the Company by Investec which is authorised in the United Kingdom by the Prudential Regulation Authority and regulated in the UK by the FCA and the Prudential Regulation Authority.
- (d) The Investment Manager may be a promoter of the Company. Save as disclosed in paragraph 9 above no amount or benefit has been paid, or given, to the promoter or any of its subsidiaries since the incorporation of the Company and none is intended to be paid, or given.
- (e) Each of the Investment Manager and Investec has given and not withdrawn its written consent to the issue of this Prospectus with references to its name in the form and context in which such references appear. The Investment Manager accepts responsibility for the information attributed to it in this Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information attributed to it in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. The telephone number of the Investment Manager is +44 (0)330 1 231 815.
- (f) Where information contained in this Prospectus has been sourced from a third party, the Company confirms that such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- (g) The Company has no existing interests in real property and has no tangible fixed assets which are material to its business.
- (h) CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by certificate and transferred otherwise than by written instrument. The Articles permit the holding and transfer of Ordinary Shares under CREST. The Directors have applied for the Ordinary Shares to be admitted to CREST and it is expected that the Ordinary Shares will be so admitted, and accordingly enabled for settlement in CREST, as soon as practicable after Initial Admission has occurred. CREST is a voluntary system and Shareholders who wish to receive and retain a share certificate will be entitled to do so.
- (i) Since incorporation, the Company has not made up any financial statements or published any financial information.
- (j) The Company expects a typical investor in the Company will be institutional and sophisticated investors and private clients.

15 Intermediaries

The Intermediaries authorised as at the date of this Prospectus to use this Prospectus in connection with the Intermediaries Offer are:

- (a) Albert E Sharp LLP;
- (b) Alliance Trust Savings Limited;

- (c) Hargreaves Lansdown Asset Management Limited;
- (d) Interactive Investor Services Limited;
- (e) Shore Capital Stockbrokers Limited; and
- (f) SVS Securities plc.

Applications by Intermediaries must be submitted in accordance with the terms and conditions entered into between the Intermediary and Investec in its capacity as Intermediaries Offer Adviser and set out in the Intermediaries Booklet.

16 Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Travers Smith LLP, 10 Snow Hill, London EC1A 2AL up to and including the date of Initial Admission:

- (a) the memorandum of association of the Company and the Articles;
- (b) the letters of appointment referred to in this Part 7;
- (c) the letters of consent referred to in paragraph 14(e) above; and
- (d) this Prospectus.

This Prospectus is dated 17 September 2018.

PART 8 - TERMS AND CONDITIONS OF THE INITIAL PLACING AND THE PLACING PROGRAMME

1 Introduction

Each Placee which confirms its agreement to Investec to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing will be bound by these terms and conditions and will be deemed to have accepted them.

The Company and/or Investec may require any Placee to agree to such further terms and/or conditions and/ or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/ or may require any such Placee to execute a separate placing letter (a "**Placing Letter**").

2 Agreement to purchase Ordinary Shares

Conditional on: (i) Initial Admission occurring and becoming effective by 8.00 a.m. on or prior to 19 October 2018 (or such later time and/or date, not being later than 30 November 2018, as the Company, the Investment Manager and Investec may agree) in respect of the Initial Placing or the relevant Programme Admission becoming effective by no later than 8.00 a.m. on such date as may be agreed between the Company, the Investment Manager and Investec prior to the closing of any Subsequent Placing, not being later than 16 September 2019; (ii) in the case of any issue under a Subsequent Placing, to the extent required by the Prospectus Rules and FSMA, a valid supplementary prospectus being published by the Company; (iii) the Placing and Offer Agreement becoming otherwise unconditional in all respects (other than in respect of any condition regarding Initial Admission or any Programme Admission (as the case may be)) in relation to the Initial Issue or any Subsequent Placing (as the case may be) and not having been terminated on or before 8.00 a.m. on the date of the Initial Admission or the relevant Programme Admission (as applicable); and (iv) Investec confirming to the Placees their allocation of Ordinary Shares, a Placee agrees to become a member of the Company and agrees to subscribe for those Ordinary Shares allocated to it by Investec at the Issue Price or the relevant Placing Programme Price (as the case may be). To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

Applications under the Initial Placing and/or any Subsequent Placing must be for a minimum subscription amount of £10,000. The Directors (in consultation with Investec) may in their absolute discretion waive the minimum application amounts in respect of any particular application for Ordinary Shares under the Initial Placing and/or any Subsequent Placing.

3 Payment for Ordinary Shares

Each Placee undertakes to pay the Issue Price or the relevant Placing Programme Price, as applicable, for the Ordinary Shares issued to the Placee in the manner and by the time directed by Investec. In the event of any failure by any Placee to pay as so directed and/or by the time required by Investec, the relevant Placee shall be deemed hereby to have appointed Investec or any nominee of Investec as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the Ordinary Shares in respect of which payment shall not have been made as directed, and to indemnify Investec and its affiliates on demand in respect of any liability for stamp duty and/or stamp duty reserve tax or any other liability whatsoever arising in respect of any such sale or sales. A sale of all or any of such Ordinary Shares shall not release the relevant Placee from the obligation to make such payment for relevant Ordinary Shares to the extent that Investec or its nominee has failed to sell such Ordinary Shares at a consideration which, after deduction of the expenses of such sale and payment of stamp duty and/or stamp duty reserve tax as aforementioned, exceeds the Issue Price or the applicable Placing Programme Price per Ordinary Share.

4 Representations and warranties

By agreeing to subscribe for Ordinary Shares, each Placee which enters into a commitment to subscribe for Ordinary Shares will (for itself and for any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be deemed to undertake, represent and warrant to each of the Company, the Investment Manager, the Registrar and Investec that:

- (a) in agreeing to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing, it is relying solely on this Prospectus and any supplementary prospectus issued by the Company prior to Initial Admission or the relevant Programme Admission (as applicable) and not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Ordinary Shares or the Initial Placing and/or any Subsequent Placing. It agrees that none of the Company, the Investment Manager, Investec or the Registrar, nor any of their respective officers, agents, employees or affiliates, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- (b) its agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing will be agreed orally with Investec as agent for the Company, with a contract note or placing confirmation to follow as soon as possible thereafter. Such oral confirmation will constitute an irrevocable and legally binding commitment upon that Placee in favour of Investec and the Company to subscribe for the number of Ordinary Shares allocated to it on the terms and conditions set out in this Part 8 and, as applicable, any contract note or placing confirmation which shall be deemed to be to have incorporated into it the terms and conditions set out in this Part 8;
- (c) if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Investment Manager, Investec or the Registrar or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or any Subsequent Placing;
- (d) it has carefully read and understands this Prospectus (and any supplementary prospectus issued by the Company prior to Initial Admission or the relevant Programme Admission (as applicable)) in its entirety and acknowledges that it is acquiring Ordinary Shares on the terms and subject to the conditions set out in this Part 8 and the Articles as in force at the date of Initial Admission or the relevant Programme Admission (as applicable);
- (e) it has not relied on Investec or any person affiliated with Investec in connection with any investigation of the accuracy of any information contained in this Prospectus or any supplementary prospectus issued by the Company;
- (f) it acknowledges that the content of this Prospectus and any supplementary prospectus issued by the Company is exclusively the responsibility of the Company and its Directors and neither Investec nor any person acting on its behalf nor any of its affiliates are responsible for or shall have any liability for any information, representation or statement contained in this Prospectus (and any such supplementary prospectus issued by the Company) or any information published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in the Initial Placing and/or any Subsequent Placing based on any information, representation or statement contained in this Prospectus or any supplementary prospectus issued by the Company or otherwise;
- (g) it acknowledges that no person is authorised in connection with the Initial Placing and/or any Subsequent Placing to give any information or make any representation other than as contained in this Prospectus and any supplementary prospectus issued by the Company prior to the date of Initial Admission or the relevant Programme Admission and, if given or made, any information or representation must not be relied upon as having been authorised by Investec, the Company or the Investment Manager;
- (h) it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services)

of the Finance Act 1986;

- (i) it accepts that none of the Ordinary Shares have been or will be registered under the laws of any Excluded Territory. Accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Excluded Territory unless an exemption from any registration requirement is available;
- (j) if it is within the United Kingdom, it is a person who falls within Articles 49 or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or is a person to whom the Ordinary Shares may otherwise lawfully be offered under such Order, or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Ordinary Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- (k) if it is a resident in the EEA (other than the United Kingdom or (prior to 29 March 2019, unless otherwise extended by the Company) the Republic of Ireland), it is a qualified investor within the meaning of the law in the relevant member state implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive and otherwise permitted to be marketed to in accordance with the provisions of the AIFM Directive as implemented in the relevant member state of the EEA in which is located;
- (l) in the case of any Ordinary Shares acquired by an investor as a financial intermediary within the meaning of the law in the relevant member state of the EEA in which is located implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive; (i) the Ordinary Shares acquired by it in the Initial Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any relevant member state other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of Investec has been given to the offer or resale; or (ii) where Ordinary Shares have been acquired by it on behalf of persons in any relevant member state other than qualified investors, the offer of those Ordinary Shares to it is not treated under the Prospectus Directive as having been made to such persons;
- (m) if it is outside the United Kingdom, neither this Prospectus (and any supplementary prospectus issued by the Company) nor any other offering, marketing or other material in connection with the Initial Placing and/or any Subsequent Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Ordinary Shares pursuant to the Initial Placing and/or any Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Ordinary Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- (n) it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and it is not acting on a non-discretionary basis for any such person;
- (o) if the investor is a natural person, such investor is not under the age of majority (18 years of age in the United Kingdom) on the date of such investor's agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing and will not be any such person on the date any such subscription is accepted;
- (p) it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other offering materials concerning the Initial Issue or any Subsequent Placing or the Ordinary Shares to any persons within the United States or to any US Persons, nor will it do any of the foregoing;
- (q) it acknowledges that none of Investec nor any of its affiliates nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing and/or any Subsequent Placing or providing

any advice in relation to the Initial Placing and/or any Subsequent Placing and participation in the Initial Placing and/or any Subsequent Placing is on the basis that it is not and will not be a client of Investec and that Investec does not have any duties or responsibilities to it for providing protection afforded to their respective clients or for providing advice in relation to the Initial Placing and/or any Subsequent Placing nor, if applicable, in respect of any representations, warranties, undertaking or indemnities contained in any Placing Letter;

- (r) that, save in the event of fraud on the part of Investec, none of Investec, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of their respective directors, members, partners, officers and employees shall be responsible or liable to a Placee or any of its clients for any matter arising out of Investec's role as sponsor and broker or otherwise in connection with the Initial Placing and/or any Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- (s) it acknowledges that where it is subscribing for Ordinary Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the Ordinary Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this Prospectus and any supplementary prospectus issued by the Company; and (iii) to receive on behalf of each such account any documentation relating to the Initial Placing and/or any Subsequent Placing in the form provided by the Company and/or Investec. It agrees that the provision of this paragraph shall survive any resale of the Ordinary Shares by or on behalf of any such account;
- (t) it irrevocably appoints any Director and any director of Investec to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Ordinary Shares for which it has given a commitment under the Initial Placing and/or any Subsequent Placing, in the event of its own failure to do so;
- (u) it accepts that if the Initial Placing and/or any Subsequent Placing does not proceed or the conditions to the Initial Placing or any Subsequent Placing (as the case may be) under the Placing and Offer Agreement are not satisfied or the Ordinary Shares for which valid applications are received and accepted are not admitted to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities for any reason whatsoever then none of Investec or the Company, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- (v) in connection with its participation in the Initial Placing and/or any Subsequent Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and terrorist financing and that its application for Ordinary Shares under the Initial Placing and/or Subsequent Placing is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied for Ordinary Shares. In addition, it warrants that it is a person: (i) subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 in force in the United Kingdom (the "**Money Laundering Regulations**"); or (ii) subject to the Money Laundering Directive (2015/849/EC of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Regulations;
- (w) it acknowledges that due to anti-money laundering requirements, Investec and the Company may require proof of identity and verification of the source of the payment before the application for Ordinary Shares under the Initial Placing and/or any Subsequent Placing can be processed

and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Investec and the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will hold harmless and indemnify Investec and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been requested has not been provided by it in a timely manner;

- (x) it acknowledges and agrees that information provided by it to the Company or the Registrar will be stored both on the Registrar's and the Company Secretary's computer system and manually. It acknowledges and agrees that for the purposes of the Data Protection Legislation, the Registrar, the Company Secretary and Investec are each required to specify the purposes for which they will hold personal data. For the purposes of this Part 8 "Data Protection Legislation" means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of this Prospectus or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the UK Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law. The Registrar, the Company Secretary and Investec will only use such information for the purposes set out below (collectively, the "**Purposes**"), being to:
- (i) process its personal data (including special categories of personal data (as defined in applicable Data Protection Legislation)) as required for or in connection with the holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it and effecting the payment of dividends and other distributions to Shareholders;
 - (ii) communicate with it as necessary in connection with the proper running of its business affairs and generally in connection with the holding of Ordinary Shares;
 - (iii) provide personal data to such third parties as are or shall be necessary in connection with the proper running of its business affairs and generally in connection with the holding of Ordinary Shares or as the Data Protection Legislation may require, including to third parties outside the United Kingdom or the European Economic Area (subject to the use of a transfer mechanism which is approved at the relevant time by the European Commission or any other regulatory body which has or acquires the right to approve methods of transfer of personal data outside the UK); and
 - (iv) process its personal data for the purpose of their internal record-keeping and reporting obligations;
- (y) in providing Investec, the Registrar and the Company Secretary with information, and to the extent that such information relates to a third party procured by a Placee to subscribe for Ordinary Shares and any nominee for any such persons, it hereby represents and warrants to Investec, the Registrar and the Company Secretary that it has obtained any necessary consents of any data subject whose data it has provided, to Investec, the Registrar and the Company Secretary and their respective associates holding and using their personal data for the Purposes (including, where required, the explicit consent of the data subjects for the processing of any personal data (including special categories of personal data (as defined in applicable Data Protection Legislation)) for the Purposes set out in paragraph (x) above) and will make the list of "Purposes" for which Investec, the Registrar and the Company Secretary will process the data (as set out in paragraph (x) above) available to all data subjects whose personal data may be shared by it in connection with the Initial Placing and/or any Subsequent Placing. For the purposes of this Part 8, "data subject", "data controller", "data processor", "personal data" and "sensitive personal data" shall have the meanings attributed to them in the Data Protection Legislation;
- (z) Investec and the Company are entitled to exercise any of their rights under the Placing and Offer Agreement or any other right in their absolute discretion without any liability whatsoever to them;

- (aa) the representations, undertakings and warranties contained in this Prospectus (and any supplementary prospectus issued by the Company) are irrevocable. It acknowledges that Investec and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the Ordinary Shares are no longer accurate, it shall promptly notify Investec and the Company;
- (ab) where it or any person acting on behalf of it is dealing with Investec, any money held in an account with Investec on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Investec to segregate such money, as that money will be held by Investec under a banking relationship and not as trustee;
- (ac) any of its clients, whether or not identified to Investec, will remain its sole responsibility and will not become clients of Investec for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- (ad) it accepts that the allocation of Ordinary Shares in respect of the Initial Placing and/or any Subsequent Placing shall be determined by Investec and the Company in their absolute discretion and that such persons may scale down any commitments for this purpose on such basis as they may determine;
- (ae) time shall be of the essence as regards its obligations to settle payment for the Ordinary Shares and to comply with its other obligations under the Initial Placing and/or any Subsequent Placing; and
- (af) authorises Investec to deduct from the total amount subscribed under the Initial Placing and/or any Subsequent Placing the aggregate commission (if any) (calculated at the rate agreed with the Placee) payable on the number of Ordinary Shares allocated under that Initial Placing or Subsequent Placing.

5 United States purchase and transfer restrictions

By participating in the Initial Placing and/or any Subsequent Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the Investment Manager and Investec that:

- (a) it is not a US Person, is not located within the United States, is acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and is not acquiring the Ordinary Shares for the account or benefit of a US Person;
- (b) it acknowledges that the Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the Securities Act;
- (c) it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
- (d) unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the US Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing

types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Code, its purchase, holding, and disposition of the Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

- (e) that if any Ordinary Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

"SMITHSON INVESTMENT TRUST PLC (THE "COMPANY") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS."

- (f) if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- (g) it is purchasing the Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the Securities Act, the US Investment Company Act or any other applicable securities laws;
- (h) it acknowledges that the Company reserves the right to make inquiries of any holder of the Ordinary Shares or interests therein at any time as to such person's status under the US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under the US securities laws to transfer such Ordinary Shares or interests in accordance with the Articles;
- (i) it acknowledges and understand the Company is required to comply with FATCA and that the Company will follow FATCA's extensive reporting and withholding requirements. The Placee agrees to furnish any information and documents which the Company may from time to time request, including but not limited to information required under FATCA;
- (j) it is entitled to acquire the Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Manager, Investec or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Initial Issue or its acceptance of participation in the Initial Placing and/or any Subsequent Placing;

- (k) it has received, carefully read and understands this Prospectus (and any supplementary prospectus issued by the Company), and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus (and any supplementary prospectus issued by the Company) or any other presentation or offering materials concerning the Ordinary Shares to or within the United States or to any US Persons, nor will it do any of the foregoing; and
- (l) if it is acquiring any Ordinary Shares as a fiduciary or agent for one or more accounts, the investor has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

6 Supply and disclosure of information

If Investec, the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Ordinary Shares under either Initial Placing and/or any Subsequent Placing, such Placee must promptly disclose it to them.

7 Miscellaneous

The rights and remedies of Investec, the Registrar, the Investment Manager and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, his nationality. If a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing and any Subsequent Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.

Each Placee agrees to be bound by the Articles once the Ordinary Shares, which the Placee has agreed to subscribe for pursuant to the Initial Placing and/or any Subsequent Placing, have been acquired by the Placee. The contract to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing and the appointments and authorities mentioned in this Prospectus will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Investec, the Company, the Investment Manager and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction.

In the case of a joint agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing, references to a Placee in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.

Investec and the Company expressly reserve the right to modify the Initial Placing and/or any Subsequent Placing (including, without limitation, their timetable and settlement) at any time before allocations are determined. The Initial Placing and/or any Subsequent Placing are subject to the satisfaction of the conditions contained in the Placing and Offer Agreement and the Placing and Offer Agreement not having been terminated. Further details of the terms of the Placing and Offer Agreement are contained in paragraph 9 of Part 7 of this Prospectus.

PART 9 - TERMS AND CONDITIONS OF APPLICATIONS UNDER THE OFFER

1 Offer to acquire Ordinary Shares

The amount being subscribed for pursuant to the Offer for Subscription must be for a minimum of £1,000, and thereafter in multiples of £100. Intermediaries who are investing on behalf of clients should make separate electronic applications for each client.

Applications must either be submitted via an electronic application form accessible via <https://www.smithsonipo.co.uk> (an "**Online Application**") or on the Application Form attached at the end of the Prospectus at the Appendix (a "**Paper Application Form**") (each an "**Application Form**"). The Paper Application Form can also be downloaded from the website. Intermediaries should make Online Applications (although a paper application in respect of the Intermediaries Offer is available on request from Link Asset Services). Intermediaries are unable to make their payments for shares by either cheque or BACS and must do so only via DVP in CREST.

An application (i) by a nominee, (ii) on behalf of a corporation, (iii) for more than £10,000 worth of Ordinary Shares by an applicant who is not already an investor in The Fundsmith Equity Fund, (iv) for any corporate investments that will not be settling by CREST in their own CREST account, or (v) for more than £99,500 worth of Ordinary Shares by an individual applicant who is already an investor in The Fundsmith Equity Fund can only be made using a Paper Application Form. Completed Paper Application Forms must be sent to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU so as to be received by no later than 1 p.m. on 12 October 2018.

Online Applications must also be submitted by no later than 1 p.m. on 12 October 2018.

By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:

- (a) offer to subscribe for such number of Ordinary Shares at the Issue Price per Ordinary Share specified in your Application Form in relation to applications under the Offer or any smaller number for which such application is accepted at the Issue Price on the terms, and subject to the conditions, set out in the Prospectus, including these terms and conditions of application (the "**Terms and Conditions of Application**") and the Articles;
- (b) agree that, in consideration of the Company agreeing that it will not offer for subscription any Ordinary Shares to any person other than by means of the procedures referred to in this Prospectus, your application may not be revoked and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to or, in the case of delivery by hand, on receipt by the Receiving Agent of your Application Form;
- (c) undertake to pay the subscription amount specified in your Application Form in full on application and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent or the Investment Manager (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Investment Manager and the Company against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) avoid the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by a cheque drawn on a branch of a United Kingdom clearing bank to the bank account name from which they were first received at your risk of any proceeds of the remittance which accompanied your Application Form, without interest);

- (d) agree, that where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST Account (i) the Receiving Agent may in its absolute discretion amend the form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds) and (ii) the Receiving Agent or the Company may authorise your financial adviser or whoever he or she may direct to send a document of title for or credit your CREST account in respect of the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Application Form.
- (e) agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph (d) of this paragraph 1 of this Part 9 to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled or pursuant to paragraph above (and any monies returnable to you) may be retained by the Receiving Agent:
 - (i) pending clearance of your remittance,
 - (ii) pending investigation of any suspected breach of the warranties contained in paragraphs 5(a), (b), (c), (f), (g), (i), (n), (o), (p), (q) or (s) of this Part 9 below or any other suspected breach of these Terms and Conditions of Application, or
 - (iii) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the Money Laundering Regulations and any other regulations applicable thereto, and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- (f) agree, on the request of the Receiving Agent or the Investment Manager, to disclose promptly in writing to it such information as the Receiving Agent or the Investment Manager may request in connection with your application and authorise the Receiving Agent and the Investment Manager to disclose any information relating to your application which it may consider appropriate;
- (g) agree that if evidence of identity satisfactory to the Receiving Agent or the Investment Manager is not provided to the Receiving Agent or the Investment Manager within a reasonable time (in the opinion of the Receiving Agent or the Investment Manager) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be reallocated or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by either a cheque drawn on a branch of a United Kingdom clearing bank to the bank account name on which the payment accompanying the application was first drawn (in respect of applications made using Paper Application Forms) or by electronic transfer to the bank account from which the payment was originally made (in respect of applications made using an Online Application), in each case without interest and at your risk;
- (h) represent and warrant to the Company that you have received in hard copy or have downloaded from the website and printed a copy of the Key Information Document prior to completing the Application Form, or, where you are acting as a nominee on behalf of a retail investor based in the UK, you have delivered a hard copy of the Key Information Document to each retail investor on whose behalf you are accepting the Offer for Subscription prior to receipt of each such investor's instruction to accept the Offer for Subscription;
- (i) agree that you are not applying on behalf of a person engaged in money laundering, drug laundering or terrorism;
- (j) undertake to ensure that, in the case of an application signed by someone else on your behalf, the

- original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- (k) undertake to pay interest at the rate described in paragraph 2 of this Part 9 below if the remittance accompanying your Application Form is not honoured on first presentation;
 - (l) authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 2C on your Paper Application Form, but subject to paragraph 1(d) of this Part 9 above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or a crossed cheque for any monies returnable, by post to your address (or that of the first named applicant) as set out in your Application Form (and agree that where the monies returnable are less than the Issue Price of an Ordinary Share such monies may be retained by the Company and donated to a charity nominated by the Company);
 - (m) confirm that you have read and complied with paragraph 7 of this Part 9 below;
 - (n) agree that all subscription monies in respect of the Offer for Subscription will be paid to and processed through the following bank accounts maintained by Receiving Agent:
 - (i) "Link Market Services Ltd Re: Smithson Investment Trust plc CHQ A/C", where such subscription monies are paid by cheque by an applicant completing a paper Application Form;
 - (ii) "Link Market Services Ltd Re: Smithson Investment Trust plc Online Offering A/C", where such subscription monies are paid by way of an online payment by an individual applicant completing an Online Application; or
 - (iii) "Link Market Services Ltd Re: Smithson Investment Trust plc CHAPS A/C", where such subscription monies are paid by CHAPS by an applicant completing a paper Application Form or by a corporate applicant completing an Online Application;
 - (o) acknowledge that where subscription monies are paid by way of CHAPS payment, the applicant will be required to provide source of funds to the Receiving Agent, being either a copy of the applicants bank statement or a letter on the applicants bank headed paper showing the payment leaving the applicants own bank account in favour of the above Link CHAPS bank account. The source of funds evidence should be emailed to operationalsupportteam@linkgroup.co.uk. The Receiving Agent can only release Ordinary Shares to the applicant, following receipt of payment, the source of funds and a duly completed application form. If the source of funds evidence is not provided to the Receiving Agent within a reasonable time, paragraph (g) above will apply;
 - (p) acknowledge that any personal data supplied by an applicant under the Offer for Subscription or on his behalf, shall be processed in accordance with the data collection notice which is set out in the paragraph entitled "Data protection" in the Important Information section of the Prospectus;
 - (q) agree that your Application Form is addressed to the Company, the Investment Manager and the Receiving Agent;
 - (r) acknowledge that the offer to the public of Ordinary Shares is being made only in the United Kingdom, the Isle of Man, the Bailiwick of Guernsey and the Island of Jersey and represent that you are a resident of the United Kingdom, the Isle of Man, the Bailiwick of Guernsey or the Island of Jersey (unless you are able to provide such evidence as the Company may, in its absolute discretion, require that you are entitled to apply for Ordinary Shares and be allotted Ordinary Shares without compliance by the Company or any of its advisers with any regulatory, filing or other requirements or restrictions);
 - (s) acknowledge that the Company does not accept any liability for any inaccuracies in your application or for any late or failed delivery of your Application Form; and

- (t) acknowledge and agree that the Receiving Agent may make enquiries to credit reference agencies to meet its anti-money laundering obligations in respect of your application. These checks will leave an "enquiry footprint" that will enable you to see the checks that have been carried out. The enquiry footprint will not have any impact on your credit score or on your ability to obtain credit. Anti-money laundering checks appear as an enquiry/soft search on an investor's credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations".

2 Acceptance of your Offer

The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected).

The basis of allocation will be determined by Investec in agreement with the Company, the Investment Manager and the Receiving Agent. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of Application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these Terms and Conditions of Application. The Company reserves the right (but shall not be obliged) to accept Application Forms and accompanying remittances which are received through the post by not later than 1 p.m. on 12 October 2018.

The Receiving Agent and the Investment Manager will present all cheques and banker's drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payment. The Receiving Agent and/or the Investment Manager may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent and/or the Investment Manager to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Receiving Agent plus 2 per cent. per annum. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.

3 Conditions

The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:

- (a) Initial Admission occurring by 8.00 a.m. on 19 October 2018 (or such later time or date, as the Company and Investec may agree (not being later than 30 November 2018)) in respect of the Initial Issue; and
- (b) the Placing and Offer Agreement referred to in paragraph 9 of Part 7 of this Prospectus becoming otherwise unconditional in all respects insofar as it relates to the Initial Issue, and not being terminated in accordance with its terms before Initial Admission becomes effective.

You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

4 Return of application monies

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest by electronic transfer to the bank account from which the payment was originally made (in respect of applications made using an Online Application or payments made by CHAPS, either online or via a paper application) or by returning your cheque (if not banked), or by issuing a refund crossed cheque

in your favour, by post (in respect of applications made using a Paper Application Form), in each case at the risk of the person(s) entitled thereto and without interest. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

5 Warranties

By completing an Application Form, you:

- (a) undertake and warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in this Part 9 of this Prospectus and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
- (b) warrant that you are a resident of, and are located for the purposes of the Offer in the United Kingdom, the Isle of Man, the Bailiwick of Guernsey or the Island of Jersey and no other jurisdiction;
- (c) warrant that you are not a US Person, you are not located within the United States, you are acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and are not acquiring the Ordinary Shares for the account or benefit of a US Person;
- (d) confirm that (save for advice received from your financial adviser (if any)) in making an application you are not relying on any information or representations in relation to the Company other than those contained in the Prospectus (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for the Prospectus or any part thereof shall have any liability for any such other information or representation;
- (e) agree that, having had the opportunity to read the Prospectus and the Key Information Document, you shall be deemed to have had notice of all information and representations contained therein;
- (f) acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in the Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Investec, the Investment Manager or the Receiving Agent;
- (g) warrant that you are not under the age of 18 on the date of your application;
- (h) agree that all documents and monies sent by post or by electronic transfer to, by or on behalf of the Company, the Investment Manager or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first-named holder) as set out in your Application Form or the bank account from which the payment was originally made in respect of Online Applications;
- (i) confirm that you have reviewed the restrictions contained in paragraph 7 below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or complied with the provisions therein;
- (j) agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the share registry;
- (k) agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription shall be governed by and construed in accordance with English Law and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;

- (l) irrevocably authorise the Company, the Investment Manager or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company, the Investment Manager and/or the Receiving Agent to execute any documents required therefore and to enter your name on the register of members of the Company;
- (m) agree to provide the Company with any information which it may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Money Laundering Regulations;
- (n) warrant that, if the laws of any territory or jurisdiction outside of the United Kingdom are relevant to your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, Investec, the Investment Manager or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer or your application;
- (o) agree that Investec, the Investment Manager and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of Ordinary Shares or concerning the suitability of Ordinary Shares for you or be responsible to you for the protections afforded to their customers;
- (p) warrant that you are not subscribing for the Ordinary Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Ordinary Shares;
- (q) warrant that the information contained in the Application Form is true and accurate;
- (r) agree that if you request that Ordinary Shares are issued to you on a date other than Initial Admission and such Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Ordinary Shares on a different date; and
- (s) warrant that you are not applying as, or as nominee or agent of, a person who is or may be a person mentioned in any of sections 67, 70, 93 or 96 of the UK Finance Act 1986 (depository receipts and clearance services).

6 Money laundering

You agree that, in order to ensure compliance with the Money Laundering Regulations, the Receiving Agent and/or the Investment Manager may at its absolute discretion require verification of identity of you as the applicant lodging an Application Form and further may request from you and you will assist in providing identification on:

- (a) the owner(s) and/or controller(s) (the "payer") of any bank account not in the name of the holder(s) on which is drawn a payment by way of banker's draft or cheque; or
- (b) where it appears to the Receiving Agent or the Investment Manager (as applicable) that a holder or the payor is acting on behalf of some other person or persons, such person or persons.

Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents.

Without prejudice to the generality of this paragraph 6, verification of the identity of holders and payers will be required if the value of the Ordinary Shares applied for, whether in one or more applications considered

to be connected, exceeds £10,000.

If you are not already an investor in The Fundsmith Equity Fund and you are making an application using a Paper Application Form for an amount exceeding £10,000 and you use a building society cheque or banker's draft, you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque, banker's draft and adds its stamp. If, in such circumstances, the person whose account is being debited is not a holder you will be required to provide for both the holder and payer an original or copy of that person's passport or driving licence certified by a solicitor and an original or certified copy of one of the following documents, no more than 3 months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressee's risk) together with a signed declaration as to the relationship between the payer and you the holder.

If you are already an investor in The Fundsmith Equity Fund and you are making an application using an Online Application for Ordinary Shares having a value between £1,000 and £99,990, you consent to the Investment Manager using documentation previously provided by you for the purposes of verifying your identity in connection with your application for Ordinary Shares. You also agree to provide such other information as the Investment Manager may request in its sole and absolute discretion in connection with the verification of your identity in accordance with these terms and conditions.

For the purpose of the United Kingdom's money laundering regulations a holder making an application for Ordinary Shares will not be considered as forming a business relationship with any of the Company, the Investment Manager or the Receiving Agent but will be considered as effecting a one-off transaction with the Company, Investment Manager and/or the Receiving Agent (as applicable).

The holder(s) submitting an application for Ordinary Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent or Investment Manager (as applicable) determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).

If the amount being subscribed exceeds £10,000 and you are not already an existing investor in the The Fundsmith Equity Fund making an Online Application you must provide with the Application Form the identity documentation detailed in section 6 of the Notes on how to complete the Paper Application Form for each underlying beneficial owner.

7 Overseas investors

The attention of investors who are not resident in, or who are not citizens of the United Kingdom, the Isle of Man, the Bailiwick of Guernsey or the Island of Jersey is drawn to paragraphs 7(a) to 7(e) below:

- (a) The offer of Ordinary Shares under the Offer is only being made in the the United Kingdom, the Isle of Man, the Bailiwick of Guernsey and the Island of Jersey. Persons who are resident in, or citizens of, countries other than the United Kingdom, the Isle of Man, the Bailiwick of Guernsey or the Island of Jersey ("**Overseas Investors**") who wish to subscribe for Ordinary Shares under the Offer may be affected by the law of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to subscribe for Ordinary Shares under the Offer. It is the responsibility of all Overseas Investors receiving this Prospectus and/or wishing to subscribe for the Ordinary Shares under the Offer, to satisfy themselves as to full observance of the laws of any relevant territory or jurisdiction in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities requiring to be observed and paying any issue, transfer or other taxes due in such territory.
- (b) No person receiving a copy of this Prospectus in any territory other than the United Kingdom, the Isle of Man, the Bailiwick of Guernsey or the Island of Jersey may treat the same as constituting an offer or invitation to him, unless in the relevant territory such an offer can lawfully be made to him without compliance with any further registration or other legal requirements.

- (c) The Ordinary Shares have not been and they will not be registered under the Securities Act, or with any securities regulatory authority of any State or any other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, US Persons. In addition, the Company has not been and will not be registered under the US Investment Company Act, and investors will not be entitled to the benefits of the US Investment Company Act.
- (d) None of the Ordinary Shares have been or will be registered to be sold pursuant to the Offer under the laws of any member state of the EEA (other than the United Kingdom), Australia, Canada, Japan, or the Republic of South Africa or under the Securities Act or with any securities regulatory authority of any State or other political subdivision of the any member state of the EEA (other than the United Kingdom), the United States, Australia, Canada, Japan, or the Republic of South Africa. Accordingly, unless an exemption under such Act or laws is applicable, the Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within any member state of the EEA (other than the United Kingdom), Australia, Canada, Japan, the Republic of South Africa or the United States (as the case may be). If you subscribe for Ordinary Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company that you are not a US Person or a resident of any member state of the EEA (other than the United Kingdom, Australia, Canada, Japan or the Republic of South Africa or a corporation, partnership or other entity organised under the laws of any member state of the EEA (other than the United Kingdom), the United States, Australia or Canada (or any political subdivision of any of them), Japan or the Republic of South Africa and that you are not subscribing for such Ordinary Shares for the account of any US Person or resident of any member state of the EEA (other than the United Kingdom), Australia, Canada, Japan, Australia or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Ordinary Shares in or into any member state of the EEA (other than the United Kingdom), the United States, Australia, Canada, Japan or the Republic of South Africa or to any US Person or resident in any member state of the EEA (other than the United Kingdom), Australia, Canada, Japan or the Republic of South Africa. No application will be accepted if it shows the applicant, payer or a prospective holder having an address in any member state of the EEA (other than the United Kingdom), the United States, Australia, Canada, Japan or the Republic of South Africa.
- (e) Persons (including, without limitation, nominees and trustees) receiving this Prospectus should not distribute or send it to any US person or in or into any member state of the EEA (other than the United Kingdom), the United States, Canada, Australia, Japan and South Africa or their respective territories of possessions or any other jurisdictions where to do so would or might contravene local securities laws or regulations.
- (f) The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares pursuant to the Offer if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

8 Miscellaneous

To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Ordinary Shares and the Offer for Subscription.

The rights and remedies of the Company, the Investment Manager, Investec and the Receiving Agent under these Terms and Conditions of Application are in addition to any rights and remedies which would otherwise be available to either of them and the exercise or partial exercise of one will not prevent the exercise of others.

The Company reserves the right to extend the closing time of the Offer for Subscription from 1 p.m. on 12 October 2018 in respect of the Offer by giving notice to the London Stock Exchange. In this event, the Company will notify investors of such change through a publication of a notice through an RIS announcement.

The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest.

You agree that Investec, the Investment Manager and the Receiving Agent are acting for the Company in connection with the Initial Issue and no-one else and that none of Investec, the Investment Manager and the Receiving Agent will treat you as its customer by virtue of such application being accepted or owe you any duties concerning the price of Ordinary Shares or concerning the suitability of Ordinary Shares for you or otherwise in relation to the Initial Issue or for providing the protections afforded to their customers.

Save where the context requires otherwise, terms used in these Terms and Conditions of Application bear the same meaning as where used in the Prospectus.

NOTES ON HOW TO COMPLETE THE PAPER APPLICATION FORM

Terms and expressions defined in the Prospectus have the same meanings in the Paper Application Form.

Completed Paper Application Forms should be returned, by post (or by hand during normal business hours only) to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU so as to be received no later than 1 p.m. on 12 October 2018, together in each case with:

- **payment by cheque, duly endorsed banker's draft or CHAPS (with evidence of source of funds) in full in respect of the application (see paragraph 4);**
- **any required evidence of identity documents (see paragraph 6); and**
- **a duly completed tax residency self-certification form (see paragraph 9).**

If you post your Paper Application Form, you are recommended to use first class post and to allow at least two days for delivery.

HELP DESK: If you have a query concerning the completion of this Application Form, please telephone Link Asset Services on 0371 664 0321 from within the UK or +44 20 8639 3399 if calling from outside the UK. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales. The helpline cannot provide advice on the merits of any proposals to invest in the Company nor give any financial, legal or tax advice.

1. Application

Fill in (in figures) in Box 1 the amount of money in sterling being subscribed for the Ordinary Shares. The amount being subscribed must be for a minimum of £1,000 and thereafter in multiples of £100. Financial intermediaries cannot use this paper application form and instead their applications must be submitted via an electronic application form accessible via <https://www.smithson.com> and settlement of the intermediary shares must be made by DVP in CREST only.

2A. Existing Fundsmith client code

If you are an existing Fundsmith client, please tick the box, then complete the box underneath with your full Fundsmith client code. If you are an existing Fundsmith client and do not know your client code, please contact Fundsmith directly for confirmation of your client code.

2B, C and D. Holder details

Fill in (in block capitals) the full name(s) of each holder and the address of the first named holder. Applications may only be made by persons aged eighteen or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Application Form in section 3.

If you are applying as a nominee, you must complete section 2B in the legally registered name of the nominee.

If you are making a joint application you will not be able to transfer your Ordinary Shares into an ISA. If you are interested in transferring your Ordinary Shares into an ISA, you should apply in your name only.

If you do wish to apply jointly, you may do so with up to three other persons. Box 1 and sections 2B, 2C, 3 (A or B), 4 and 5 must be completed by one applicant. All other persons who wish to join in the application must complete section 2D and sign in section 3 (A or B). You must be able to give the confirmations, agreements, acknowledgements and representations contained in the terms and conditions of public application under the Offer for Subscription for each such person. Another person may sign on behalf of any joint applicant if that other person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection.

Certificates, cheques and other correspondence will be sent to the address in section 2C.

2E. CREST

If you wish your Ordinary Shares to be deposited in a CREST account in the name of the holder given in section 2B, enter in section 2E the details of that CREST account. Where it is requested that Ordinary Shares be deposited into a CREST account please note that payment for such Ordinary Shares must be made and be cleared prior to the day such Ordinary Shares will be allotted and issued. It is not possible for an Applicant to request that Ordinary Shares be deposited in their CREST account on an against payment basis. Any Application Form received containing such a request will be rejected.

2F. Individual shareholders outside of CREST

If you are an individual investor and do not have access to a CREST account in your own name, you will need to tick one of the options of how your Ordinary Shares should be held. Should neither box be ticked, your Ordinary Shares will be registered in your own name in certificated form, with a physical share certificate being posted to your registered address given in section 2C by standard post. Please note that corporate shareholders are unable to go into the Nominee, so for corporate shareholders, you can either have your Ordinary Shares in CREST by completing section 2E as above, or in certificated form.

Nominee holding - by ticking this box, you agree to your Ordinary Shares being held within the Nominee maintained by Link Market Services Trustees Limited ("**LMST**"); you also confirm you agree to the terms and conditions of the LMST Nominee that are set out in Appendix 4 of the Prospectus.

Certificated holding - by ticking this box, your shares will be registered in your own name, with a physical share certificate to be posted to your registered address within 10 business days of Initial Admission.

2G. Future Dividends

This section allows you to confirm how you would like future dividends issued. If no option is selected or invalid bank account details are provided, you will be paid future dividends by cheque, which will be posted to your registered address given in section 2C of the Application Form.

By bank mandate - future dividends will be paid directly to your nominated bank account (please note that this must be the bank account of the investor and cannot be a third party bank account).

By Dividend Reinvestment Plan ("**DRIP**") - future dividends will be reinvested to buy more Ordinary Shares. By ticking this box you agree to the terms and conditions of the Dividend Reinvestment Plan that are set out in Appendix 5 of the Prospectus.

Please note that if you tick both boxes above, you will then be deemed to be selecting the DRIP option above.

2H. Communication Preferences

This section allows you to confirm how you would like to receive future communications from the Company by ticking one of the two boxes.

By email - to the email address you specify on the Application Form.

By Paper - to the address given in section 2C of the Application Form.

Please note that if neither box is ticked the default option will be by paper. If both boxes are ticked in error and an email address is provided, the email option will apply.

3. Signature

All holders named in section 2B and 2D must sign in either section 3A or 3B and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk).

A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

4. Payment method

Payment can be made by a cheque or banker's draft, which must accompany your Application Form, by electronic CHAPS payments or by DVP in CREST.

Payments made by cheque or banker's draft must accompany your Application Form and be for the exact amount inserted in Box 1 of your Application Form. Your cheque or banker's draft must be made payable to "Link Market Services Ltd Re: Smithson Investment Trust plc CHQ A/C" in respect of an application and crossed "Account Payee only". If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp. Cheques should be drawn on the personal account to which you have sole or joint title to the funds. Your cheque or banker's draft must be drawn in pounds sterling on an account at a bank branch in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and banker's drafts to be cleared through the facilities provided by any of those companies or committees, and must bear a United Kingdom bank sort code number in the top right hand corner. Third party cheques will not be accepted with the exception of building society cheques or banker's drafts where the bank or building society has confirmed the name of the applicant as the account holder by stamping and endorsing the cheque to such effect.

Payment made by CHAPS to "Link Market Services Ltd Re: Smithson Investment Trust plc CHAPS A/C". In such circumstances, the Application Form must be accompanied by evidence of the source of funds for the CHAPS payment, for example, a scanned copy of the entry in your bank statement showing the transfer of funds from your account to the Receiving Agent or a letter from your bank confirming that the payment was instructed by you from your account.

Payments made by DVP through CREST, must be in accordance with the payment instruction given on the Application Form and the message must be input into CREST in favour of Link's CREST participant RA06 by no later than 11.00 a.m. on 18 October 2018.

In each case, your payment must relate solely to this application. No receipt will be issued.

5. Contact details

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

6. Evidence of identity

Applications with a value greater than £10,000 will be subject to verification of identity requirements. This will involve you providing the verification of identity documents listed in the Identity Information document shown after the Application Form. The Identity Information document covers the requirements for any certified documents.

The Company or Link Asset Services (or any of its other agents) reserves the right to ask for additional documents and information.

7. Tax residency self-certification forms

All paper Application Forms must be accompanied by a completed tax residency self-certification form. If you are an individual, the form of certificate to be completed is set out at Appendix 2 of this Prospectus. If your application is made on behalf of a corporate entity, the form of certificate set out at Appendix 3 of this Prospectus should be used. In either case, you should contact your tax adviser if you have any questions

as to how to complete the relevant certificate.

DEFINITIONS

The following definitions apply throughout this Prospectus, unless the context requires otherwise:

<i>"Accounting and Administration Services Agreement"</i>	the accounting and administration services agreement between the Company, the Investment Manager and Administrator, a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Administrator"</i>	Northern Trust Global Services PLC
<i>"AIC"</i>	the Association of Investment Companies
<i>"AIC Code"</i>	the AIC Code of Corporate Governance, as amended from time to time
<i>"AIC Guide"</i>	the AIC Corporate Governance Guide for Investment Companies, as amended from time to time
<i>"AIF"</i>	an Alternative Investment Fund, as defined in the AIFM Directive
<i>"AIFM"</i>	an Alternative Investment Fund Manager, as defined in the AIFM Directive
<i>"AIFM Directive"</i>	the EU Directive on Alternative Investment Fund Managers
<i>"Application Form"</i>	the Paper Application Form set out in the Appendix to this Prospectus and/or the Online Application (as the context may require) used in accordance with the terms and conditions of application under the Offer
<i>"Articles"</i>	the articles of association of the Company
<i>"Audit Committee"</i>	the audit committee of the Company
<i>"Benefit Plan Investor"</i>	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of the ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction provisions of section 4975 of the Internal Revenue Code (including an individual retirement account), (ii) an entity whose underlying assets include "plan assets" by reason of a plan's investment in the entity, or (iii) any "benefit plan investor" as otherwise defined in section 3(42) of ERISA or regulations promulgated by the US Department of Labor
<i>"Board" or "Directors"</i>	the directors of the Company whose names are set out on page 36 of this Prospectus
<i>"Business Day"</i>	a day on which the London Stock Exchange and banks in England and Wales are normally open for business
<i>"Buyback and Stabilisation Regulation"</i>	Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 supplementing Regulation (EU) No 596/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures
<i>"Companies Act"</i>	the Companies Act 2006, as amended from time to time
<i>"Company"</i>	Smithson Investment Trust plc
<i>"Company Secretarial Agreement"</i>	the company secretarial agreement between the Company and the Company Secretary, a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Company Secretary"</i>	PraxisIFM Fund Services (UK) Limited
<i>"CREST"</i>	the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in the Regulations)
<i>"CREST Account"</i>	an account in the name of the relevant holder in CREST

"C Shares"	ordinary shares of ten pence each in the capital of the Company issued as "C Shares" and having the rights and being subject to the restrictions set out in the Articles, which will convert into Ordinary Shares as set out in the Articles
"CTA 2010"	Corporation Tax Act 2010
"Data Protection Legislation"	any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of this Prospectus or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the UK Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law
"Depository"	Northern Trust Global Services PLC
"DTRs" or "Disclosure Guidance and Transparency Rules"	the disclosure guidance and transparency rules made by the FCA under Part VI of the FSMA
"EEA"	the states which comprise the European Economic Area
"ERISA"	the United States Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations thereunder
"Euroclear"	Euroclear UK and Ireland Limited, the operator of CREST
"Excluded Territory"	any member state of the EEA (other than the United Kingdom or the Republic of Ireland), the United States of America, Canada, Australia, Japan and the Republic of South Africa and any other jurisdiction where the extension or availability of the Initial Issue or any Subsequent Placing (as the case may be) would breach any applicable law
"FATCA"	the US Foreign Account Tax Compliance Act of 2010
"FCA"	the Financial Conduct Authority
"Finance Act 2006"	the Finance Act 2006, as amended from time to time
"FIS"	Fundsmith Investments Limited
"FSMA"	the Financial Services and Markets Act 2000, as amended from time to time
"Fundsmith Equity Fund"	Fundsmith Equity Fund, an investment company of variable capital established in England and Wales with regulated number IC000846
"Governance Code"	the code of best practice including the principles of good governance published by the Financial Reporting Council in June 2008, as amended from time to time (as replaced by the UK Corporate Governance Code, from the date of its issue)
"Gross Assets"	the aggregate value of the total assets of the Company
"HMRC"	HM Revenue and Customs
"IFRS"	International Financial Reporting Standards, as adopted by the European Union, as amended from time to time
"Initial Admission"	the admission of Ordinary Shares issued pursuant to the Initial Issue to the Official List and to trading on the Main Market of the London Stock Exchange becoming effective in accordance with the Listing Rules and/or the LSE Admission Standards
"Initial Issue"	the Initial Placing, the Intermediaries Offer and the Offer for Subscription
"Initial Placing"	the conditional placing by Investec on behalf of the Company of

	Ordinary Shares at the Issue Price closing on 16 October 2018 pursuant to the Placing and Offer Agreement
<i>"Intermediaries"</i>	the entities listed in paragraph 15 of Part 7 of this Prospectus, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this Prospectus
<i>"Intermediaries Booklet"</i>	the intermediaries booklet issued by the Intermediaries Offer Adviser to the Intermediaries, a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Intermediaries Offer"</i>	the offer of Ordinary Shares by the Intermediaries
<i>"Intermediaries Offer Adviser"</i>	Investec Bank plc
<i>"Investable Universe"</i>	the companies in which the Company may invest as at the date of this Prospectus, as described in more detail in Part 1 of this Prospectus
<i>"Investec"</i>	Investec Bank plc
<i>"Investment Advisers Act"</i>	the US Investment Advisers Act of 1940, as amended from time to time
<i>"Investment Manager" or "Fundsmith"</i>	Fundsmith LLP
<i>"Investment Management Agreement"</i>	the investment management agreement between the Company and the Investment Manager, a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Investment Trust Regulations"</i>	The Investment Trust (Approved Company) (Tax) Regulations 2011
<i>"IRS"</i>	the US Internal Revenue Service
<i>"Issue Price"</i>	£10 per Ordinary Share
<i>"Issue Proceeds"</i>	the aggregate value of the Ordinary Shares issued under the Initial Issue at the Issue Price, estimated at £250 million assuming 25 million Ordinary Shares are issued pursuant to the Initial Issue
<i>"Key Information Document" or "KID"</i>	the Company's "Key Information Document", such term having the same meaning as in the PRIIPs Regulation, prepared in respect of the Ordinary Shares
<i>"Listing Rules"</i>	the Listing Rules made by the FCA under Part VI of the FSMA, as amended from time to time
<i>"Link Asset Services"</i>	a trading name of Link Market Services Limited, a company incorporated in England and Wales with registered number 2605568
<i>"London Stock Exchange"</i>	London Stock Exchange plc
<i>"LSE Admission Standards"</i>	the London Stock Exchange Admission and Disclosure Standards
<i>"Management Fee"</i>	the fee payable by the Company to the Manager, as described in paragraph 9 of Part 7 of this Prospectus
<i>"Management Shares"</i>	the 50,000 management shares of £1.00 each in the capital of the Company held by the Investment Manager and to be redeemed immediately following Initial Admission
<i>"Market Abuse Regulation"</i>	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
<i>"Money Laundering Regulations"</i>	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017
<i>"Net Asset Value" or "NAV"</i>	the net asset value of the Company calculated in accordance with the valuation policies of the Company from time to time as appropriate
<i>"New Shares"</i>	up to 35 million new Ordinary Shares in aggregate to be allotted

<i>"Nominee"</i>	and issued by the Company pursuant to the Initial Issue
<i>"Nominee Services Agreement"</i>	Link Market Services Trustees Limited
<i>"NMPI"</i>	the nominee services agreement between the Company and the Nominee, as described in paragraph 9 of Part 7 of this Prospectus
<i>"Offer" or "Offer for Subscription"</i>	a non-mainstream pooled investment as defined in the FCA's handbook of rules and guidance
<i>"Official List"</i>	the offer for subscription closing on 12 October 2018 described in this Prospectus
<i>"Online Application"</i>	the Official List of the UK Listing Authority
<i>"Ordinary Shares"</i>	has the meaning given to it in Part 9 of this Prospectus
<i>"Paper Application Form"</i>	ordinary shares (issued and to be issued) of 1 pence each in the share capital of the Company
<i>"Placee"</i>	the application form set out in the Appendix to this Prospectus for use in connection with the Offer
<i>"Placing and Offer Agreement"</i>	a person subscribing for Ordinary Shares under the Initial Placing and/or any Subsequent Placing
<i>"Placing Letter"</i>	the placing and offer agreement between the Company, the Directors, the Investment Manager and Investec, as described in paragraph 9 of Part 7 of this Prospectus
<i>"Placing Programme"</i>	as defined in Part 8 of this Prospectus
<i>"Placing Programme Price"</i>	the proposed programme of placings of Ordinary Shares as described in Part 5 of this Prospectus
<i>"Plan Asset Regulations"</i>	the price of Ordinary Shares issued pursuant to the Placing Programme, determined in accordance with Part 5 of this Prospectus
<i>"Plans"</i>	the US Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA
<i>"PRIIPs Regulation"</i>	a tax qualified annuity plan described in section 405 of the Internal Revenue Code and an individual retirement account or individual retreat annuity as described in section 408 of the Internal Revenue Code
<i>"Programme Admission"</i>	Regulation (EU) No. 1286/2014 on key information documents for packaged retail and insurance-based investment products
<i>"Prospectus"</i>	any admission of Ordinary Shares issued pursuant to the Placing Programme to the Official List and to trading on the Main Market of the London Stock Exchange becoming effective in accordance with the Listing Rules and or the LSE Admission Standards
<i>"Prospectus Directive"</i>	this document including the Appendix
<i>"Prospectus Rules"</i>	Directive 2010/73/EU as amended from time to time and any successor or replacement directive
<i>"Receiving Agent"</i>	the Prospectus Rules made by the FCA under Part VI of the FSMA
<i>"Receiving Agent Agreement"</i>	Link Asset Services
<i>"Registrar"</i>	the receiving agent agreement between the Company, the Investment Manager and the Receiving Agent a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Registrar Agreement"</i>	Link Asset Services
<i>"Regulation S"</i>	the registrar agreement between the Company and the Registrar, a summary of which is set out in paragraph 9 of Part 7 of this Prospectus
<i>"Regulations"</i>	means Regulation S under the Securities Act
	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)

<i>"RIS announcement"</i>	means an announcement by a regulatory information service
<i>"RPI"</i>	the monthly retail prices index in the UK that demonstrates the movement of retail prices
<i>"Securities Act"</i>	the US Securities Act of 1933, as amended from time to time
<i>"Shareholder"</i>	a holder of Ordinary Shares
<i>"shares"</i>	transferable securities
<i>"Similar Law"</i>	any US federal, state, local or foreign law that is similar to provision 406 of ERISA or section 4975 of the Internal Revenue Code
<i>"Subsequent Placing"</i>	any conditional placing by Investec on behalf of the Company at the relevant Placing Programme Price pursuant to the Placing Programme and in accordance with the Placing and Offer Agreement
<i>"Takeover Code"</i>	the City Code on Takeovers and Mergers
<i>"Treasury Regulations"</i>	the US Department of Treasury Regulations
<i>"UK" or "United Kingdom"</i>	the United Kingdom of Great Britain and Northern Ireland
<i>"UK Listing Authority"</i>	the FCA acting in its capacity as the competent authority for the purposes of Part VI of the FSMA and in the exercise of its functions in respect of admission to the Official List
<i>"Underlying Applicants"</i>	investors who wish to acquire Ordinary Shares under the Intermediaries Offer
<i>"US" or "United States"</i>	the United States of America (including the District of Columbia) and any of its territories, possessions and other areas subject to its jurisdiction
<i>"US Code"</i>	the US Internal Revenue Code of 1986, as amended from time to time
<i>"US Exchange Act"</i>	the US Securities Exchange Act of 1934, as amended from time to time
<i>"US Investment Company Act"</i>	the US Investment Company Act of 1940, as amended from time to time
<i>"US Person"</i>	a "US Person" as defined in Regulation S of the Securities Act
<i>"VAT"</i>	UK Value Added Tax
<i>"\$"</i>	US dollars

APPENDIX 1 – APPLICATION FORM

Important: before completing this form, you should read notes on how to complete the Paper Application Form set out in the Prospectus.

To: Link Asset Services, acting as receiving agent for Smithson Investment Trust plc.

1. Application

I/We the person(s) detailed in section 2A below offer to subscribe the amount shown in Box 1 for Ordinary Shares subject to the terms and conditions of public application under the Offer for Subscription set out in the Prospectus dated 17 September 2018 and subject to the Articles of the Company.

Box 1 Subscription monies

(minimum subscription of £1,000 and then in multiples of £100)

£

2A. ☐ If you are an existing Fundsmith Investor please tick this box and enter your Fundsmith client code in the box below

--

2B. Details of 1st named shareholder in whose Name(s) Ordinary Shares will be issued (BLOCK CAPITALS)

Mr, Mrs, Miss, or Title	
Forenames (in full)	
Surname/Company Name	
Date of Birth (for individual holder)	
Account Designation (of up to 8 characters if any)	

2C. Registered Address of the 1st named shareholder (BLOCK CAPITALS)

Address (in full)	
Post Code	

2D. Joint Applications - for any holdings of more than 2 holders up to a maximum of 4 joint shareholders. Joint holders are to complete the following (BLOCK CAPITALS)

Mr, Mrs, Miss, or Title	
Forenames (in full)	
Surname/Company Name	
Date of Birth (for individual holder)	

Mr, Mrs, Miss, or Title	
Forenames (in full)	
Surname/Company Name	
Date of Birth (for individual holder)	

Mr, Mrs, Miss, or Title	
Forenames (in full)	
Surname/Company Name	
Date of Birth (for individual holder)	

2E. CREST details:

(Only complete this section if Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 2B).

CREST Participant ID	CREST Member Account ID
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2F. Individual shareholders outside of CREST:

If you are an individual investor and do not have access to a CREST account in your own name, please tick one of the following two options of how your Ordinary Shares should be held. Should neither box be ticked, your Ordinary Shares will be registered in your own name in certificated form, with a physical share certificate being posted to your registered address above by standard post. Please note that the Nominee service is not available for corporate Shareholders. Corporate Shareholders, can either receive their Ordinary Shares in CREST by completing the details above, or in certificated form:

☐ **Nominee holding** - For individual investors shares to be held within the Nominee to be maintained by Link Market Services Trustees Limited ("LMST"). By ticking this box you agree to the terms and conditions of the LMST Nominee that are set out in Appendix 5 of this Prospectus.

☐ **Certificated holding** - For your shares to be held in your own right, with a physical share certificate to be posted to your registered address within 10 business days of Initial Admission.

2G. Future Dividends:

Please confirm by ticking one of the following options how you would like your dividends to be paid. If you do not tick either of these boxes or for the bank mandate option, do not provide valid bank account details, you will be paid future dividends by cheque, which will be posted to your registered address above:

☐ By bank mandate for future dividends to be paid directly to the following bank account (please note that this must be the bank account of the investor and cannot be a third party bank account)

Sort code:

Bank account number:

Roll number (if applicable or leave blank):

☐ By Dividend Reinvestment Plan ("DRIP") - For future dividends to be reinvested to buy more Ordinary Shares. By ticking this box you agree to the terms and conditions of the Dividend Reinvestment Plan that are set out in Appendix 5 of this Prospectus.

Please note that if you tick both boxes above, you will then be deemed to be selecting the DRIP option above.

2H. Communication Preferences:

Please confirm how you would like to receive future communications from the Company by ticking one of the following two options:

☐ By email to the following email address

☐ By Paper to my registered address above

3A. Signature(s) all holders must sign (individual holders):

First holder signature: _____ Name (Print) _____ Dated _____	Second holder signature: _____ Name (Print) _____ Dated _____
Third holder signature: _____ Name (Print) _____ Dated _____	Fourth holder signature: _____ Name (Print) _____ Dated _____

3B. Signatures of Corporate holder

Executed by (Name of Corporate)	
Name of Director _____	
Signature of Director _____	Date _____
Name of Director/Secretary _____	
Signature of Director/Secretary _____	Date _____
If you are affixing a company seal, please mark a cross here:	Affix Company Seal here:

4. Payment method

Please indicate how you intend to make payment for your shares by ticking one of the following three payment methods.

☐ By Cheque: Pin or staple to this form your cheque or banker's draft for the exact amount shown in section 1 made payable to "Link

Market Services Ltd re Smithson Investment Trust plc CHQ A/C".

Please note: Cheques and banker's drafts must be drawn in the name of the applicant or be endorsed in the name of the applicant, in Sterling on an account at a bank branch in the UK and must bear a UK bank sort code number in the top right hand corner. Payments cannot be made by third parties.

☐ By CHAPS: Please make your electronic CHAPS payment to the following bank account:

Name of Bank: Lloyds Bank PLC

Account Name: Link Market Services Ltd Re: Smithson Investment Trust plc CHAPS A/C

Sort Code: 30-80-12

Account Number: 17249960

IBAN: GB87LOYD30801217249960

SWIFT No: LOYDGB21

Reference: (your surname (or company name for corporate investors) and telephone number)

Once you have made your CHAPS payment, please obtain either a bank statement or a letter from your bank on their headed paper, showing your payment leaving your bank account in favour of the above account and email a PDF copy of it to the Receiving Agents email address operationalsupportteam@linkgroup.co.uk to cover off source of funds.

Payments and source of funds must be received in advance of the offer closing to ensure your application is successful.

☐ In CREST by Delivery Versus Payment ("**DVP**"): Please input your DVP message into CREST following the matching criteria set out below:

Trade date: 17 October 2018

Settlement Date: 19 October 2018

Company: Smithson Investment Trust plc

Security description: Ordinary shares of 1p each

SEDOL: BGJWTR8

ISIN: GB00BGJWTR88

In favour of CREST participant: RA06

By no later than: 11.00 a.m. on 18 October 2018

5. Contact details

To ensure the efficient and timely processing of this application please enter below, in block capitals, the contact details of a person the Receiving Agent may contact with all enquiries concerning this application. Ordinarily this contact person should be the (or one of the) person(s) signing in section 3 on behalf of the first named holder. If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Contact name _____	E-mail address _____
Contact Address _____	Telephone N° _____
_____	Fax N° _____
Postcode _____	_____

**Link Asset Services
Individual Shareholders
Verification of your name and address**

6. Evidence of Identity

Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Link Asset Services ("Link") are obliged to obtain evidence of identity and place of residence, where either shares are transferred via Link as part of a larger transaction or payment for shares is made to or by Link.

What do I need to do?

Please send us two different documents to verify your name and your address from the list over the page:

- List A – will be used to verify your name
- List B – will be used to verify your address.

Please note that we cannot accept mobile telephone bills or a P45 or P60 document as evidence.

Please submit **certified scanned copies** of your documents to: sharedealingaml@linkgroup.co.uk, as a pre-vetting measure, with either the original or certified in true ink copies of the documents (please see over the page for certification guidance) to be sent by post to:

Link Asset Services
Corporate Actions
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

You should ensure that you confirm the Company or Project name of the Company the documents relate to as well as providing your daytime telephone number and / or email address with your documents so that we can contact you if we have any queries.

List A	List B
Acceptable Government-issue documents of evidence of identity	Evidence of address (not older than 3 months)
<ul style="list-style-type: none"> • Current Full signed valid passport • Current Full UK/EU valid photo-card driving licence (full or provisional) • EEA member state identity Card • UK Firearms certificate or shotgun licence 	<ul style="list-style-type: none"> • Bank, Building Society, Credit Union statement or passbook • Water, Gas, Electricity or other utility bill • Union statement or passbook • Recent evidence of entitlement to a state or local authority-funded benefit (including housing benefit and council tax benefit), tax credit, pension, educational or other grant

<ul style="list-style-type: none"> • Identity card issued by the Electoral Office for Northern Ireland • State Pension Letter or Benefit Book 	<ul style="list-style-type: none"> • Most recent Inland Revenue tax notification • Current council tax statement or demand letter
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What do joint investors need to provide?

For joint or multiple shareholdings, we need the first named investor to supply two documents, one from List A and one from List B as explained above. The second, third or fourth named investor should supply one document from List A only.

What if I am authorised to act on behalf of the shareholder?

If you are acting under a Power of Attorney, please supply an original or certified copy of the Power of Attorney in English, along with the evidence documentation for the shareholder from List A and one from List B as explained above.

Do I need to send original documents?

We can accept both original and certified in true ink copy documents. However we cannot accept faxed documents or copies of documents printed from the internet. Any copy document provided to Link must be certified as a true copy of the original.

What are Link's requirements for copy documents?

Where certified copy documents are required these may be certified by any of the following:	
UK Jurisdiction	All Offshore Jurisdictions
<ul style="list-style-type: none"> • Registered Chartered Accountant • Bank/building society official • Legal secretary (members and fellows of ILSPA) • Member of Parliament • Police officer (must include their badge number on the documents) • Solicitor/Lawyer/Barrister • FCA listed individual • Notary public • Qualified Doctor or Dentist • UK school teacher / university lecturer • Post Office Official <p>Identification documents for a non-UK national can be certified by:</p>	<ul style="list-style-type: none"> • An embassy, consulate or high commission of the country of issue of the document • A member of the judiciary, senior civil servant or serving police officer or customs officer • A lawyer or notary public who is a member of a recognised professional body • An actuary, accountant or tax advisor who is a member of a recognised professional body • A director, officer or manager of a regulated financial institution operating in the UK, Jersey, Guernsey, Isle of Man or a comparable jurisdiction <p>Identification documents for a non-Crown Dependencies national can be certified by:</p> <ul style="list-style-type: none"> • An embassy, consulate or high commission of the country of issue • A Lawyer or attorney

<ul style="list-style-type: none"> • An embassy, consulate or high commission of the country of issue • A Lawyer or attorney 	<p>Other Jurisdictions:</p> <p>Local Compliance does not distinguish between types of certifiers in higher risk jurisdictions, but do require that independent checks are made on the certifier.</p>
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Please note that the documents cannot be self-certified (i.e. by yourself for your own investment) or by anyone that is Related, Living at the same address or with a personal or professional relationship.

The certification of documentary evidence of Name ID must contain the following wording:

"I hereby certify this document is a complete, accurate and true copy of the original document which I have seen and the photograph contained therein bears a true likeness of the individual".

The certification of documentary evidence of address must contain the following wording:

"I hereby certify this document is a complete, accurate and true copy of the original document which I have seen".

The certifier must state on the first page of all copy documents:

- His/her full name printed in capitals
- Position or capacity
- Address
- A telephone number or email at which they can be contacted
- The date
- The certifier must sign and date the copy documents

What happens next?

Please send us the documents we have asked for as above within the required timescales. Failure to provide the necessary evidence of identity and address in the agreed timescales may result in Link being unable to proceed with your account as part of the project.

All original documents will be returned to you as soon as possible, following the completion of our checks.

How do I contact Link?

If you need any help with the above, please call Link on 0371 664 0321.

Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales.

Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

**Link Asset Services
Corporate Shareholders
Verification of your name and address**

Under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Link Asset Services ("Link") are obliged to obtain evidence of identity and place of residence, where either shares are transferred via Link as part of a larger transaction or payment for shares is made to or by Link.

What do I need to do?

Please provide the following information/documentation to verify your name and your address

- Articles of Association
- Certificate of Incorporation
- Proof of Trading Address (Business bank statement, within the last three months)
- Authorised signatory list
- Evidence of name, evidence of address for a minimum of two Directors, depending on the company structure – please refer to page 2 for document guidance
- Evidence of name, evidence of address for shareholders, having a 25% stake or higher
- Accompanying Letter on Company headed note paper.

The evidence of name and address documents must clearly show your full name and current residential address.

We accept certified scanned copies of documents via email to begin the initial process but the original true certified copies must follow in the post for final verification purposes, before your funds and/or stock can be released. Link cannot accept liability for documents that have been lost or damaged in the post.

Please submit **certified scanned copies** of your documents to: sharedealingaml@linkgroup.co.uk, as a pre-vetting measure, with either the original or certified in true ink copies of the documents (please see over the page for certification guidance) to be sent by post to:

Link Asset Services
Corporate Actions
The Registry
34 Beckenham Road
Beckenham
Kent BR3 4TU

You should ensure that you confirm the Company or Project name of the Company the documents relate to as well as providing your daytime telephone number and / or email address with your documents so that we can contact you if we have any queries.

What if I am authorised to act on behalf of the shareholder?

If you are acting under a Power of Attorney, please supply an original or certified copy of the Power of Attorney in English, along with the evidence documentation for the shareholder as explained above.

Do I need to send original documents?

We can accept both original and certified in true ink copy documents. However we cannot accept faxed documents or copies of documents printed from the internet. Any copy document provided to Link must be certified as a true copy of the original.

Certification of Copy Documentation

Any copy document provided to Link Asset Services must be certified as a true copy of the original.

The copy document must be signed, dated and stamped (or sealed) by an officer from an authorised financial intermediary i.e. Financial Conduct Authority registered or from a Bank or Building Society institution, Post Office, an Accountant/Chartered Accountant or Chartered Secretary registered with a relevant professional body, a Notary Public, a qualified Lawyer/Barrister or Legal Secretary, a Customs Officer, Police Officer including badge number, a Doctor registered with the General Medical Council to include their GMC reference number, a Local Member of Parliament, Consular Officials, National or local Government Officials in the course of their duty.

Each document must have the following information stated by the document certifier:

- Their full name
- Position or capacity
- Company/employers name
- Address and a telephone number or e-mail address at which they can be contacted
- The certifier must sign and date each copy document, printing his/her name in capital letters.

An example of recommended wording for the certification of documents is:

"I certify this document is a true copy of the original document which I have seen"

Translation

Any document provided to Link Asset services must be fully legible, in other words in the English language. If not, a translation of the type of document (e.g. an electricity bill) and the relevant information stated to include the name and address of the company must be provided by the certifier along with the certification.

Please note that the documents cannot be self-certified (i.e. by yourself for your own investment) or by anyone that is Related, Living at the same address or with a personal or professional relationship.

What happens next?

Please send us the documents we have asked for as above within the required timescales. Failure to provide the necessary evidence of identity and address in the agreed timescales may result in Link being unable to proceed with your account as part of the project.

All original documents will be returned to you as soon as possible, following the completion of our checks.

How do I contact Link?

Should you require further assistance with your identity and address documentation, please contact us on +44 (0)20 3728 5201 lines are open between 9.00am to 5.30pm Monday to Friday (excluding UK Bank Holidays).

Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

APPENDIX 2 – TAX RESIDENCY SELF CERTIFICATION FORM FOR INDIVIDUAL SHAREHOLDERS

Tax Residency Self-Certification Form (Individuals)	
Company that shares are held in: *	
Investor code *	
Name: *	
Registered Address: * <i>If your address has changed, then you will need to notify us separately. See the notes for guidance.</i>	
Tax Residence Address <i>Only if different to your registered address above</i>	
Date of Birth * (DD/MM/YYYY)	
Country/Countries of Residence for Tax Purposes	
Country of residence for tax purposes	Tax Identification Number <i>In the UK this would be your NI number</i>
1 *	1 *
2	2
3	3
4	4
US Citizen	<input type="checkbox"/>
Please mark the box ONLY if you are a US Citizen (see definition below)	
Declarations and Signature <p>I acknowledge that the information contained in this form and information regarding my shares may be reported to the local tax authority and exchanged with tax authorities of another country or countries in which I may be tax resident where those countries have entered into Agreements to exchange Financial Account information.</p> <p>I undertake to advise the Company within 30 days of any change in circumstances which causes the information contained herein to become incorrect and to provide the Company with a suitably updated Declaration within 30 days of such change in circumstances.</p> <p>I certify that I am the shareholder (or I am authorised to sign for the shareholder**). If this relates to a joint holding, I also acknowledge that as a joint holder I may be reported to the relevant tax authority if all the other holders do not provide a Tax Residency Self-Certification.</p> <p>I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.</p>	
Signature: *	
Print Name: *	
Date: *	
Daytime telephone number / email address***	

** Mandatory field*

*** If signing under a power of attorney, please also attach a certified copy of the power of attorney.*

****We will only contact you if there is a question around the completion of the self- certification form.*

"US Citizen"

- All US citizens. An individual is a citizen if that person was born in the United States or if the individual has been naturalized as a US citizen.
- You can also be a US citizen, even if born outside the United States if one or both of your parents are US citizens.

NOTES ON SELF-CERTIFICATION FOR INDIVIDUAL HOLDERS

The law requires that Financial Institutions collect, retain and report certain information about their account holders, including the account holders tax residency.

Please complete the form above and provide any additional information requested.

If your declared country/countries of residence for tax purposes is not the same as that of the Financial Institution and is either the US or is on the OECD list of countries which have agreed to exchange information (<http://www.oecd.org/tax/transparency/AEOI-commitments.pdf>), the Financial Institution will be obliged to share this information with its local tax authority who may then share it with other relevant local tax authorities.

Failure to validly complete and return this form will result in you being reported onwards to the relevant local tax authority. Additionally, if this form has been issued in conjunction with an application for a new holding, then your application may be adversely impacted.

Definitions of terms used in this form can be found below.

If your registered address (or name) has changed, then you must advise us separately. Any details you enter in the "Tax Residence Address" will be used for tax purposes only and will not be used to update your registered details.

If any of the information about your tax residency changes, you are required to provide the Company with a new, updated, self-certification form within 30 days of such change in circumstances.

JOINT HOLDERS (IF RELEVANT)

All joint holders are treated as separate holders for these tax purposes and every joint holder is required to give an Individual Tax Residency Self-Certification. If any one or more is reportable, the value of the whole shareholding will be reported for all joint shareholder(s).

If we do not receive the self-certification from each joint shareholder, then the whole holding will be treated as undocumented and all holders (including those who have completed the self-certification form) will be reported to the relevant tax authorities.

If you have any remaining questions about how to complete this form or about how to determine your tax residency status you should contact your tax adviser.

DEFINITIONS

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("The Common Reporting Standard") <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> contains definitions for the terms used within it. However, the following definitions are for general guidance only to help you in completing this form.

"Account Holder"

The Account Holder is either the person(s) whose name(s) appears on the share register of a Financial Institution or where Link holds the shares on your behalf, the person whose name appears on the register of entitlement that Link maintains.

"Country/Countries of residence for tax purposes"

You are required to list the country or countries in which you are resident for tax purposes, together with the tax reference number which has been allocated to you, often referred to as a **tax identification number (TIN)**. Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere or resident in more than one country at the same time (dual residency). The country/countries in which you might be obliged to submit a tax return are likely to be your country/countries of tax residence. If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US.

"Tax Identification Number or TIN"

The number used to identify the shareholder in the country of residence for tax purposes.

Different countries (or jurisdictions) have different terminology for this and could include such as a National Insurance number, social security number or resident registration number. Some jurisdictions that do issue TINs have domestic law that does not require the collection of the TIN for domestic reporting purposes so that a TIN is not required to be completed by a shareholder resident in such jurisdictions. Some jurisdictions do not issue a TIN or do not issue a TIN to all residents.

"US Citizen"

- All US citizens. An individual is a citizen if that person was born in the United States or if the individual has been naturalized as a US citizen.
- You can also be a US citizen, even if born outside the United States if one or both of your parents are US citizens.

If you have any questions about these definitions or require further details about how to complete this form then please contact your tax adviser.

NOTHING IN THIS DOCUMENT CAN BE CONSIDERED TO BE TAX ADVICE.

QUESTIONS & ANSWERS

Why are you writing to me and asking for a "Tax Residency Self Certification"?

The governments of more than 90 countries around the world have agreed to exchange tax related information. These governments have passed similar sets of laws to enable the Automatic Exchange of Information ("AEOI"). The full list of countries involved can be seen at: www.oecd.org/tax/transparency/AEOI-commitments.pdf

Additionally, the United States has over 100 similar agreements with many countries referred to as the 'Foreign Account Tax Compliance Act'.

The legislation can vary slightly from jurisdiction to jurisdiction, but at a high level, it requires Financial Institutions to:

- Identify existing Holders that may be resident (for tax purposes) in other participating jurisdictions. Then contact any such Holders and request that they complete a "Tax Residency Self Certification" form.
- Obtain a "Tax Residency Self Certification" form for all new Holders.

- Identify holders who move from one jurisdiction to another and request that they complete a "Tax Residency Self Certification" form.
- Identify Holders who have payments sent to a different jurisdiction.
- Submit a return to the Financial Institution's "local" tax authority on an annual basis. As an example for a company incorporated in the UK, then the local tax authority would be HM Revenue & Customs (HMRC).
- Follow up on any non-responders at least annually for at least 3 years.

The "local" tax authority will pass information onto the tax authority in the relevant jurisdiction. As an example the tax authority in the US is the Inland Revenue Service ("IRS"), so HMRC will exchange information with IRS.

Where can I find out more information about the legislation?

The legislation is quite complex and you may wish to speak to your tax adviser.

The web site of your local tax authority will contain more information e.g. HMRC for the UK; the IRS for the US; Jersey Income Tax Department for Jersey, etc.

Additionally, the web site of The Organisation for Economic Co-operation and Development (OECD) gives further information.

What happens if I do not complete the form?

In the annual report that the Financial Institution sends to their local tax authority you will be shown as 'Undocumented'.

The local tax authority will collate the responses from all of its financial institutions and pass that information onto the relevant local tax authority for the jurisdictions identified.

Link is not able to comment on what action the tax authority for the jurisdiction will take.

What if I am a Tax Resident in 2 or more countries?

The self-certification form allows for up to 4 tax residencies to be recorded.

I do not pay tax or I do not know which country I am tax resident in

Please refer to your local tax authority or tax adviser.

I do not have a tax identification number

Please refer to your local tax authority or tax adviser.

Note that different countries call their tax identification numbers using alternative terminology. As an example in the UK it would be a National Insurance number.

I have already completed a W8 or W9 form. Do I still need to complete a "Tax Residency Self Certification"?

Yes. The US legislation governing W8/W9 forms overlaps with US FATCA legislation.

What is classed as my Tax Residence Address?

Please refer to your local tax authority or tax adviser.

In addition, you may wish to consider: where you are a citizen with a passport; your residential home address in a country and unrestricted right of entry back into that country once you depart.

Joint Holders

When there are multiple holders on an account, then every joint holder must complete a Tax Residency Self Certification and every joint holder will receive a letter in their own right. The letter will be sent to the registered address recorded for the holding.

Joint holders are treated as separate holders for these tax purposes. If any one of the joint holders is reportable, the value of the whole shareholding will be reported for all of the joint shareholder(s).

If we do not receive a validly completed self-certification for each joint shareholder, the whole shareholding will be treated as "undocumented" and all shareholders (including those who have completed the self-certification form) will be reported to the relevant tax authorities.

Can I use the Self Certification Form to advise of a Change of Name?

No. You must advise Link Asset Services separately.

For more information, see www.linkassetservices.com

Can I use the Self Certification Form to advise of the death of a holder, or registration of a power of Attorney?

No. You must advise Link Asset Services separately. For more information, see www.linkassetservices.com

How do I contact Link Asset Services, to advise of a change of address or any other changes to my account?

Share Holder Portal: www.linkassetservices.com

Telephone: +44 (0) 371 664 0300

Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales.

Address: The Registry
34 Beckenham Road
Beckenham, Kent, BR3 4TU

I would like future dividends paid into a different bank account

Contact Link Asset Services. For more information, see www.linkassetservices.com

I have given a different address for tax purposes; will the registered address of my shareholding be altered?

No. The details on the Self Certification form are for tax purposes only. If you want to alter any of the registered details relating to your investment then you need to inform Link Asset Services. For more information, see www.linkassetservices.com

I have recently sold all of the shares; do I still need to complete a Self-Certification form?

Yes. Your account will be reportable in the current year, but will cease to be reportable in subsequent years.

APPENDIX 3 – TAX RESIDENCY SELF CERTIFICATION FORM FOR CORPORATE SHAREHOLDERS

Instructions for completion

The law requires Smithson Investment Trust plc (the "Company") to collect, retain and report certain information about their shareholders, including their tax residence. For this purpose, the shareholder (hereafter called the organisation) is the organisation whose name appears on the share register and may not necessarily be the same as the underlying person or organisation who is entitled to dividends or the sale proceeds of the shares, for example where shares are held by a nominee. For further information, please see HMRC's Quick Guide: Automatic Exchange of Information - information for account holders:

<https://www.gov.uk/government/publications/exchange-of-information-account-holder>

- To enable the Company to comply with its obligation to report to the local tax authority, which may then share it with other tax authorities, your organisation is required to provide complete and accurate information on this form. It must provide details of any natural person(s) who is the controlling person(s) of the organisation.
- Please validly complete the sections below as directed and provide any additional information requested.
- If you do not have all the information about the controlling person(s) then please complete as much information as possible (including at least a current mailing address) and we may contact the controlling person(s) direct.

Failure to complete this form will result in your organisation or controlling persons being reported to the relevant tax authority as uncertified.

- Definitions of terms used in this form can be found in the Notes.
- **If you have any remaining questions about how to complete this form or about how to determine your tax residency status you should contact your tax adviser.**

Please note:

If your address (or name) has changed from that shown on the form, then you must advise us separately. Any details you enter in the "Tax Residency Address" will be used for tax purposes only and will not be used to update your registered details.

If any of the information about your tax residency changes, you are required to provide the Company with a new, updated, self-certification form within 30 days of such change in circumstances.

Tax Residency Self Certification Form (Corporates)	
Name of Company in which shares are held:	
Investor code (e.g. 00000999999) This can be found on your share certificate or tax voucher	
Full Name of Holder:	
Full Address of Holder:	

Part 1 - Identification of Organisation

1A. Please provide the Registered Office address (if different from above)	
House Name / Number:	
Street / Road:	
Town /City Name:	
County:	
Country:	
Postal or ZIP Code:	
1B. Tax Residence	
Please specify the jurisdiction(s) in which your Organisation is resident for tax purposes and give the Tax Identification Number.	
Country of residence for tax purposes	Tax Identification Number (see Definition)
1	1
2	2
3	3
4	4
Please note that if your organisation is a branch you should consider and complete this for the branch and not the legal entity.	

Part 2 - Entity Type.

Please provide the organisation's status by ticking ONE box from (a) to (g) below:	
(a) Financial Institution - Investment entity	
(i) An investment entity located in a Non-Participating Jurisdiction and managed by another Financial Institution; (if ticking this box, then please also complete Part 3 below)	<input type="checkbox"/>
(ii) Other investment entity (this includes non-reporting Financial Entities)	<input type="checkbox"/>
(b) Financial Institution - Other Depository Institution, Custodial Institution or Specified Insurance Company	<input type="checkbox"/>
(c) Active NFE - corporation that is publicly traded or a related entity of a publicly traded corporation	<input type="checkbox"/>
(d) Active NFE - an International Organisation	<input type="checkbox"/>
(e) Active NFE - Governmental entity including Central Bank	<input type="checkbox"/>
(f) Active NFE - Other than (c)-(e)	<input type="checkbox"/>
(g) Passive NFE (Note: if ticking this box please complete Part 3 below)	<input type="checkbox"/>

Part 3 – Controlling Persons of Organisation

If you have ticked boxes 2(a)(i) or 2(g) above, also complete the following table for each Controlling Person	
If there are no natural person(s) who exercise control of the organisation then the Controlling Person will be the natural person(s) who hold the position of senior managing official (see the definition of Controlling Person in the Notes).	
Name:	
Residential Address:	
Date of birth: (dd/mm/yyyy)	

Country(ies) of tax residence	TIN (Please complete for each jurisdiction of tax residence)	Please mark the box ONLY if you are a US Citizen (see definition)
1	1	<input type="checkbox"/>
2	2	
3	3	
4	4	

Name:		
Residential Address:		
Date of birth: (dd/mm/yyyy)		
Country(ies) of tax residence	TIN (Please complete for each jurisdiction of tax residence)	Please mark the box ONLY if you are a US Citizen (see definition)
1	1	<input type="checkbox"/>
2	2	
3	3	
4	4	

Name:		
Residential Address:		
Date of birth: (dd/mm/yyyy)		
Country(ies) of tax residence	TIN (Please complete for each jurisdiction of tax residence)	Please mark the box ONLY if you are a US Citizen (see definition)
1	1	<input type="checkbox"/>
2	2	
3	3	
4	4	

Name:		
Residential Address:		
Date of birth: (dd/mm/yyyy)		
Country(ies) of tax residence	TIN (Please complete for each jurisdiction of tax residence)	Please mark the box ONLY if you are a US Citizen (see definition)
1	1	<input type="checkbox"/>
2	2	
3	3	
4	4	

Part 3A - Controlling person types

You must select one number from the table below for each Controlling Person to indicate the type of Controlling Person

CP Type	Description of Controlling Person	CP1	CP2	CP3	CP4
801	CP of legal person - ownership				

802	CP of legal person - other means				
803	CP of legal person - senior managing official				
804	CP of legal arrangement - trust - settlor				
805	CP of legal arrangement - trust - trustee				
806	CP of legal arrangement - trust - protector				
807	CP of legal arrangement - trust - beneficiary				
808	CP of legal arrangement - trust - other				
809	CP of legal arrangement - other - settlor-equivalent				
810	CP of legal arrangement - other - trustee-equivalent				
811	CP of legal arrangement - other – protector-equivalent				
812	CP of legal arrangement - other - beneficiary-equivalent				
813	CP of legal arrangement - other - other-equivalent				

Part 4 – Declarations and Signature

I acknowledge that the information contained in this form and information regarding the Organisation and its shareholding may be reported to the local tax authority and exchanged with tax authorities of another country or countries in which the Organisation may be tax resident where those countries have entered into Agreements to exchange financial account information.

I undertake to provide the Company with a suitably updated self-certification within 30 days of any change in circumstances, including changes to the circumstances of any Controlling Person, which causes the information contained herein to become incorrect.

I confirm that I have completed the attached details of Controlling Persons section which forms an integral part of this Declaration and have let the relevant people know that The Company may be writing directly to them in the near future seeking further information which they are obliged to provide.

I certify that I am authorised to sign for the shareholder to which this form relates.

I declare that all statements made in this self-certification (including the details of Controlling Persons section) are, to the best of my knowledge and belief, correct and complete.

Print Name:			
Signature:			
Capacity in which signing:			
Date:		*Daytime telephone number	

* We will only make contact with you by phone if there is a question around the completion of the self-certification form.

Notes - Definitions

These definitions are from the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("The Common Reporting Standard" or "CRS")

<http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/>

If you have any questions about these definitions or require further detail then please contact your tax adviser. NOTHING IN THIS DOCUMENT CAN BE CONSIDERED TO BE TAX ADVICE.

"Active NFE"

Any one or more of the following:

- (a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- (c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- (d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- (f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (h) the NFE meets all of the following requirements:
 - (i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - (ii) it is exempt from income tax in its jurisdiction of residence;
 - (iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - (iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
 - (v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision

"Controlling Persons"

The term "controlling person" means a natural person who exercises control over an entity. This definition shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations (as adopted in February 2012). In the case of a company, this includes such a person owning, directly or indirectly, 25% or more of the shares of the company. Where those natural persons meet the definition of a controlling person, including ownership through one or more intermediate companies, they should be included in the list of controlling persons provided. If the company official completing the controlling person's details cannot provide complete and accurate details they should attempt to obtain them, or state that fact and subsequently the Company or its agent will write requesting them.

In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, such term means person in equivalent or similar positions.

"Control"

"Control" over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercises control of the Entity through other means.

Where no natural person(s) is identified as exercising control of the Entity, the Controlling Person(s) of the Entity will be the natural person(s) who holds the position of senior managing official.

In the case of a trust, the Controlling Person means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary (ies) or class (es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust. In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

"Country/Countries of residence for tax purposes"

The organisation is required to list the country or countries in which it is resident for tax purposes, together with the tax reference number which has been allocated to you, often referred to as a tax identification number (TIN).

"Custodial Institution"

The term "Custodial Institution" means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. An Entity holds Financial Assets for the account of others as a substantial portion of its business if the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December

(or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

"Depository Institution"

The term "Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

"Entity"

The term "Entity" means a legal person or a legal arrangement, such as a corporation organisation, partnership, trust or foundation.

"Financial Institution"

The term "Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company".

"Investment Entity"

- (a) The term "Investment Entity" means any Entity: That primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
 - (i) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - (ii) Individual and collective portfolio management; or
 - (iii) Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
- (b) If the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described above the gross income of the Entity is primarily attributable to investing, reinvesting, or trading in Financial Assets.

An Entity is treated as primarily conducting as a business one or more of the activities described above, or an Entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the Entity's gross income attributable to the relevant activities equals or exceeds 50% of the Entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the Entity has been in existence. The term "Investment Entity" does not include an Entity that is an Active NFE because it meets any of the criteria in subparagraphs (d) through (g) of the definition of Active NFE. This paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations.

"NFE"

Means any Entity that is not a Financial Institution

"Participating CRS jurisdiction"

For a list of Participating CRS jurisdictions, visit the OECD's dedicated website for the CRS at:

<http://www.oecd.org/tax/transparency/AEOI-commitments.pdf>

"Passive NFE"

A "Passive NFE" means any NFE that is not an Active NFE.

"Related Entity"

An entity is a Related Entity of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote and value in an entity.

"Reportable Jurisdiction"

A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place.

"Specified Insurance Company"

The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a cash value insurance contract or an annuity contract.

"Tax Identification Number" The number used to identify the shareholder in the country of residence for tax purposes. This could be the unique taxpayer reference number or company registration number or code. Some jurisdictions do not issue a TIN or do not issue a TIN to all residents. Depending on the country or jurisdiction these can include functional equivalent references such as a national insurance number, social security number or resident registration number. Some jurisdictions that do issue TINs have domestic law that does not require the collection of the TIN for domestic reporting purposes so that a TIN is not required to be completed by a shareholder resident in such jurisdictions.

"US Citizen"

- All US citizens. An individual is a citizen if that person was born in the United States or if the individual has been naturalized as a US citizen.

- You can also be a US citizen, even if born outside the United States if one or both of your parents are US citizens.

APPENDIX 4 - TERMS AND CONDITIONS OF THE NOMINEE SERVICE PROVIDED BY LINK MARKET SERVICES TRUSTEES LIMITED



TERMS AND CONDITIONS OF THE NOMINEE SERVICE PROVIDED BY LINK MARKET SERVICES TRUSTEES LIMITED

The Nominee Service is a convenient way to hold shares in a company without needing share certificates. Your shares are held by us on trust for you. You will remain the beneficial owner of your shares and will still be able to benefit from shareholder rights, as described in this document.

This document sets out all the terms and conditions ("Terms and Conditions") of the Nominee Service provided by Link Asset Services. Link Asset Services is a trading name of Link Market Services Trustees Limited ("LMSTL"). It replaces any previous terms and conditions which you may have received. These Terms and Conditions together with any Application Form or other form of acknowledgement constitute an agreement which is legally binding on LMSTL and you.

For your own benefit and protection you should read these Terms and Conditions carefully. If you do not understand any point please ask for further information.

Please note that you may remove all or part of your Shares from the Nominee Service at any time. The procedure to follow is set out in clause 19 below.

The Nominee Service is administered by LMSTL, or any successor administrator that may be appointed. LMSTL is authorised and regulated by the Financial Conduct Authority ("FCA") and is entered on the FCA register with registration number 184113. Further information may be obtained from the FCA's register by visiting the FCA's website <http://www.fca.org.uk/register/> or by contacting the FCA on 0800 111 6768. The FCA's current address is 25 The North Colonnade, London E14 5HS.

The main business of LMSTL is the provision of nominee, administration and trustee services. Enquiries about the Nominee Service, or these Terms and Conditions, should be addressed to LMSTL either by post to Link Asset Services, Nominee Service, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU or by e-mail to: custodymgt@linkgroup.co.uk. You may also call us on (+44) (0) 371 664 9272.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Terms and Conditions the following words and expressions have the meanings and interpretation set out below:

"Affiliated Company" means a company in the same group of companies as LMSTL;

"Agreement"

means the legally binding agreement between us and you, incorporating these Terms and Conditions and any Application Form or other form of acknowledgement to these terms;

"Applicable Regulations"

means all the statutory and other rules (including FCA Rules and FSMA), regulations and provisions in force from time to time, applicable to us or to the provision of the Nominee Service, including the rules, principles and codes of practice stipulated by any regulatory authority to which we are subject;

"Application Form"

means, where applicable, the application form (either provided on-line, or a paper copy) to be completed and accepted by a person requesting to become a Member;

"Business Day"

means any day which is not a Saturday or Sunday and on which the banks are open for business in London and in any other city where the Shares are

	listed;		53;
“Client”	means the corporate client of LMSTL at whose request the Nominee Service is provided to Members;	“MiFID II”	means the Markets in Financial Instruments Directive (2014/65/EU) and all rules and regulations relating to it within the United Kingdom;
“Company”	means: <ul style="list-style-type: none"> (a) if the Shares are shares of the Client, the Client; or (b) if the Shares are shares in another company, such other company; 	“NCI”	means the national client identifier as defined under MiFID II;
“CREST”	the computer based system operated by Euroclear UK & Ireland Limited (a subsidiary of Euroclear SA) for the transfer of uncertificated securities;	“Nominee”	<ul style="list-style-type: none"> (a) means: or by any other sub-custodian appointed from time to time by LMSTL; or (b) in respect of the Shares which are not listed on a market in the United Kingdom, a sub-custodian of those Shares suitably appointed by us in accordance with these Terms and Conditions, or a nominee company controlled by that sub-custodian.
“Dealing Service”	means the share dealing service provided by LMSTL;	“Nominee Account”	means the account which we open for each Member, in order for that Member to have access to the Nominee Service;
“DRIP Service”	means a dividend reinvestment plan service which may be provided by LMSTL at the request of the Client; if you are uncertain whether the DRIP Service is available to you, please contact us;	“Nominee Register”	the register of beneficial holders of Shares held through the Nominee Service maintained by LMSTL showing, inter alia, the name, address and number of Shares held on your behalf together with similar details in respect of every other Member;
“FCA”	means the Financial Conduct Authority and any successor body;	“Nominee Service”	means the share custody service as described in these Terms and Conditions;
“FCA Rules”	means principles, guidance and rules issued by the FCA from time to time;	“Representative”	means a person who is authorised to act on your behalf in relation to your Nominee Account and who has provided us with such proof of their authority to act, as we may reasonably
“FSMA”	means the Financial Services and Markets Act 2000 (as amended from time to time);		
“Investor Code”	means the unique reference number given to every Member;		
“LMSTL”	Link Market Services Trustees Limited whose registered office address is at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU. Registered in England, No. 2729260. Legal Entity Identifier (LEI) 213800LBUUODDH3MG		

	require. Proof may include but shall not be limited to a duly executed Power of Attorney, Court of Protection Order and Grant of Representation;		to time amended extended or re-enacted.
“Shares”	means:	1.5	Any phrase introduced by the terms including, include, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
	(a) shares in the Client; or	2.	<u>HOW TO JOIN THE NOMINEE SERVICE</u>
	(b) shares in another company in the same group of companies as the Client; or	2.1	<u>Who is eligible to become a Member</u>
	(c) shares in another company as agreed between LMSTL and the Client in writing from time to time,		The Nominee Service is only available to individuals (including Representatives) aged 18 years or over, who are resident in the European Economic Area (EEA).
	in each case, held or to be held on your behalf through the Nominee Service;	2.2	<u>How to become a Member</u>
“Specified Event”	means any of the events listed in clause 22.1;	(a)	A Member of the Nominee Service must either:
“we” or “us”	means Link Market Services Trustees Limited and, where relevant, the Nominee, or any successor company appointed to replace us; and	(i)	complete and sign an Application Form or other form of acknowledgement and return it to us; or
“you” or “Member”	the person(s) on whose behalf we are holding the Shares or, if appropriate, the Representative(s) of such person(s) and “your” and “yourself” shall be construed accordingly.	(ii)	if an electronic sign-on facility is provided by us, sign up to the Nominee Service and accept these Terms and Conditions by ‘ticking’ the appropriate box or otherwise evidencing such sign up and acceptance of the Terms and Conditions in the manner specified in such electronic sign-on facility,
1.2	The headings to the clauses are for convenience only and shall not affect the interpretation or construction of these Terms and Conditions. References to “clauses” are references to clauses of these Terms and Conditions.		and, in each case, providing your email address, bank account information, and any other documents and information reasonably requested by us in order for your Shares to be held in the Nominee Service.
1.3	Any reference to the Financial Conduct Authority or the FCA shall include any successor entity or entities to the Financial Conduct Authority from time to time.		
1.4	Reference to any statute, statutory provision or the FCA Rules includes a reference to that statute, statutory provision or the FCA Rules as from time	(b)	Failure to keep your email address and bank account information up to date with us may result in delays in

communication and possibly delays in payments to you. Failure to provide a valid email address or keep this information up to date with us may also affect your ability to be a Member. More information about communications between us is set out in clauses 5 and 9 below.

- (c) By requesting us to hold your Shares for you under the Nominee Service, you agree to be bound by these Terms and Conditions.
- (d) If we agree to hold your Shares in the Nominee Service, we will open a Nominee Account in your name. When the Nominee Account is opened for you, you will be provided with an Investor Code. You are responsible for keeping your account details secure and you must not disclose details to any other person (who is not your Representative).
- (e) As the Nominee Service includes regulated activities, in accordance with the requirements of the FCA Rules, we are required first, to classify our customers and secondly, to notify our customers as to the client category in which we have classified them. For the purposes of the FCA Rules, we are classifying you as a 'Retail Client'. You may request to be treated as a different categorisation of client, meaning that you will receive less regulatory protection, however we have no obligation to accept such a request. These Terms and Conditions and any Application Form or other form of acknowledgement will, for the purposes of satisfying the FCA Rules, be regarded as the Client Agreement.
- (f) The Nominee Services are provided by us to you and not the Client or the Company. We are not acting as agent for

the Client or the Company in providing the Nominee Service although we have been requested to provide a nominee service to Members by the Client.

2.3 Verification of Identity and Account Opening

- (a) To comply with Applicable Regulations (including compliance with the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017), we are required to verify the identity of our customers. You authorise us to make credit reference, identity (including searching the electoral roll), fraud and other such searches and enquiries that may be necessary for the purpose of opening the Nominee Account with us. The credit reference agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. You also authorise us to undertake further similar searches at regular intervals. A record of the search will be retained. You may also be required to provide additional information.
- (b) You may be required to provide additional information such as a recent (i.e. not older than three months) original council tax bill, utility bill or bank statement. In such instances, having made a record of this information, we will return such documents to you.
- (c) Account opening and registration is always at our discretion. We may therefore refuse to open the Nominee Account for you without informing you of our reasons for doing so and you agree that we will have no liability to you for any loss you may incur

if we decide not to open a Nominee Account in your name.

2.4 Joint holdings

- (a) Shares held jointly must be held in a joint Nominee Account. We will open joint Nominee Accounts for up to four joint holders, and all references in these Terms and Conditions to "you" or a "Member" apply to each joint holder individually, except where the context otherwise requires.
- (b) All joint holders wishing to become Members must complete and accept the Application Form. We will only accept transfer instructions signed by or on behalf of all the joint holders.
- (c) Each joint holder agrees that:
 - (i) all obligations, undertakings and agreements on our part are given to the joint holders taken together and not separately to each of them; and
 - (ii) all obligations, undertakings, agreements and liabilities arising out of or pursuant to these Terms and Conditions constitute joint and several obligations of each joint holder.

3. HOW THE NOMINEE SERVICE WORKS

- 3.1 We will hold your Shares in the name of the Nominee in uncertificated form on your behalf as trustee subject to the provisions of the Company's Articles of Association and any other document governing the terms on which the Shares are issued or transferred. Although we will therefore be the legal owner of the Shares, you will remain the beneficial owner of the Shares which means that, subject to our legal

obligations, we will treat the Shares as if they belonged to you.

- 3.2 The Shares will be registered in the name of the Nominee and we will hold the Shares as you direct. Neither LMSTL nor the Nominee will have or claim any interest in your Shares except under clauses 10.9, 18.5 and 22.2 of these Terms and Conditions or under any separate arrangement which you may have with LMSTL. LMSTL will be responsible to you for any acts or omissions of the Nominee in connection with your Shares.
- 3.3 We will maintain the Nominee Register. In connection with your holding of Shares, you agree to provide promptly any information which the Client or the Company are entitled to request from the Nominee in respect of those Shares registered in the Nominee's name (for example, this may include information required to satisfy nationality declaration requirements or the disclosure of information relating to beneficial ownership of the Company's share capital).
- 3.4 You can obtain the appropriate forms to transfer Shares or to provide us with instructions by writing to: Link Asset Services, Nominee Service, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, or, by email to custodymgt@linkgroup.co.uk. You should state the name of the Client, the name of the Company (if different) and quote your Investor Code. Except where otherwise stated in these Terms and Conditions, we will only act on written instructions which contain your Investor Code. Your Investor Code is shown on your personal statement which will be sent to you by us in accordance with clause 9.
- 3.5 We will only accept transfers of Shares into the name of the Nominee and to be held in your Nominee Account if there is no change of beneficial owner in the Shares being transferred and all applicable stamp duty has been paid.
- 3.6 You may instruct us to hold your Shares in the name of another person (provided they are over 18 years of age and eligible) by issuing written instructions on the appropriate form stating that such a transfer is by way of a gift to another person (for example, a family member). The proposed recipient must sign his or

- her agreement to the Terms and Conditions. We will also require the NCI for you and the proposed recipient. You should seek independent tax advice if you are in any doubt as to the tax treatment of such a gift. Other than pursuant to such an instruction, you cannot transfer your Shares to another person in the Nominee Service.
- 3.7 If you wish to transfer your Shares you must first either:
- (a) ask for your Shares to be transferred into your own name in certificated form; or
 - (b) instruct us to transfer your Shares to another custodian to hold your Shares on your behalf.
- We will arrange for this on receipt of your written instruction to do so on the appropriate form and payment of any applicable charges (including stamp duty). If you ask for your Shares to be transferred into your name, they will be registered in your name on the main register of shareholders of the Company and a share certificate will be issued to you in accordance with the relevant provisions of its Articles of Association. If all your Shares are transferred into your name or to a third party in CREST, this means that you will leave the Nominee Service.
- 3.8 All movements of Shares which may include sales, purchases and transfers to and from the Nominee Account are subject to any applicable rules of the London Stock Exchange plc or other market on which the transaction is effected.
- 3.9 You may not cancel or change any instructions in relation to a transfer of Shares once they have been sent to us. We may refuse to act on instructions from you:
- (a) which are not given on the correct form or given on a form that has been incorrectly completed;
 - (b) which are not given in writing (either by post or by email) or are incomplete; or
- (c) if we believe that complying with such instructions would breach the FSMA, the FCA Rules or any other applicable legal requirement.
- We may also delay acting on your instructions if we reasonably feel that it is necessary (i) to obtain additional information from you to comply with any legal or regulatory requirement (including, for example, compliance with the UK Money Laundering Regulations and non-facilitation of tax evasion legislation) or (ii) to investigate any concerns we may have as to the validity of your instructions. Where further enquiries are required, you authorise us to make credit reference, identity (including searching the electoral roll), fraud and other enquiries that we reasonably deem necessary for these purposes. We accept no liability for any financial loss arising from such a delay. Instructions that are not accepted will be returned to you, where appropriate.
- 3.10 Instructions to transfer are acknowledged by the issue of a statement. Any other instructions will only be acknowledged by us acting on them and are not otherwise acknowledged.
- 3.11 If you instruct LMSTL to sell some or all of your Shares they can only be sold by using the Dealing Service. The terms of the Dealing Service may change from time to time. Full details and terms of the Dealing Service are available upon request. If you want to use another dealing service you will need to transfer the Shares out of your account and into a third party in CREST (for example a broker through which you wish to sell), to another custodian, or into your own name in certificated form (so that you or the custodian can arrange for the sale of your shares through a broker of your choice). We will arrange for this on receipt of your written instruction to do so (such instruction to be provided in accordance with these Terms and Conditions) and payment of any applicable charge.
- 3.12 If a DRIP Service is available to you, and you wish to participate, you will be required to sign up to the relevant DRIP Service terms and conditions which will be made available to you at the point of entry.

4. **OUR SERVICE**

4.1 We will not conduct investment business with you on our premises or in person. We offer the Nominee Service, only in relation to the Shares in the Company on these terms. Unless otherwise agreed in writing, there are no restrictions on the markets or types of investment in which we may carry on business on your behalf.

4.2 **We will deal with you on an execution-only basis at all times. This means that our services are limited to the execution of your instructions. We shall not provide you with any advice on the merits or suitability of you holding your Shares or deciding to have your Shares held through the Nominee Service, or any transaction contemplated by these Terms and Conditions.**

4.3 We will never provide you with any investment, trading, tax or financial advice or any investment management services. Nothing in these Terms and Conditions should be taken as a recommendation to buy, sell or hold shares in any company. **You should rely on your own judgment when deciding whether or not to enter into any transaction contemplated by this Agreement or seek any advice or assistance you may need from an appropriate independent professional adviser.**

4.4 **LMSTL provides a Nominee Service to you only in relation to the Shares, which are traded on a regulated market. LMSTL will not assess the suitability of the instrument or the service provided or offered to you. As a result, the FCA rules on assessing suitability do not apply.** Therefore, we will not assess whether:

- (a) the relevant product or service meets your investment objectives;
- (b) you would be able financially to bear the risk of any loss that the product or service may cause; or
- (c) you have the necessary knowledge and experience to understand the risks involved.

LMSTL is also not required to assess the appropriateness for you of the Nominee Service or any transaction connected to the Nominee Service.

5. **COMMUNICATIONS**

5.1 Communications from Us to You

(a) All communications sent by us to you will be sent by email. Your Statements, which will be made available to you quarterly during each calendar year, will be made available online via a secure designated web portal, which can be accessed from www.signalshares.com. Further details around your Statements are set out in clause 9.

(b) All communications will be sent by us to your last email address that you have notified to us (in the case of joint holders, this will be the email address of the first-named holder). Communications sent to you by email will be treated as received by you at the time the email is evidenced as sent by us on a Business Day. All communications sent to you by post will be treated as received by you on the second Business Day following the day they were sent in the case of an address in the United Kingdom, or on the fifth Business Day following the day they were sent in the case of an address outside of the United Kingdom. It is the responsibility of any joint holder who has been sent the communication or payment to inform and account to the other joint holders.

(c) You are responsible for keeping your details on the Nominee Register up-to-date, by notifying us in writing of any change of name, your email address, your physical address, and your bank account details. You must also provide us with the supporting documentation where required (e.g. NCI where required, or in the case

of a change of name, the deed poll or marriage certificate).

- (d) By sending to your email address a link to our website, we will have discretion to use that website to inform you of matters concerning the provision of the Nominee Service, including any amendments to these Terms and Conditions. This may include any changes to our fees and charges, and you will be deemed notified of such changes upon being emailed the link to our website.

- (e) Where we feel that it is appropriate, we would like to write to you (or email you) with marketing information. Please note this would be different to sending you communications relating to the Nominee Service. This marketing information will cover:

- LMSTL products and services we believe may be of interest to you such as our share dealing services, dividend reinvestment programme services, international payment services, services in relation to corporate actions such as initial public offerings and services which complement or are similar to this Nominee Service; and /or
- Selected products and services from third party businesses we know and trust. This means services from other companies in our group as well as other companies outside our group in relation to financial education, corporate actions such as initial public offerings, investment and

saving products (eg. ISAs, SIPPS and other financial products), international payment services and services which complement or are similar to this Nominee Service.

We may also contact you to obtain your feedback on our products and services, for example, through surveys.

If you wish to give consent to receive, from us, by **POST OR EMAIL**, the marketing communications described in this clause 5.1(e) (i.e. about our own products/services and about the products/services of the other people we have described to you) please tick the appropriate box on the Application Form.

You can withdraw your consent at any time by contacting us using any of the methods set out below or by contacting us at custodymgt@linkgroup.co.uk or at Link Asset Services, Nominee Service, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU. As soon as possible after receiving your withdrawal we will remove you from our marketing databases. You would need to write separately to the third parties using the unsubscribe link in their emails if you want to stop their own marketing to you.

- (f) If we have sent documents to your physical address on two separate occasions and they have been returned and, after making all reasonable enquiries, we cannot find your current address, we will not send any more documentation to you until you provide us with your correct address.

5.2 Communications from You to Us

- (a) You may communicate with us by email

	<p>custodymgt@linkgroup.co.uk or via a designated web portal as notified by us from time to time. All communications between you and us, pursuant to these Terms and Conditions, must be in English. You can also call us on (+44) (0) 371 664 9272.</p>		Account then you should contact us as soon as possible.
(b)	<p>If you wish to write to us by post, you may do so at the following address:</p> <p>Link Asset Services, Nominee Service The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU</p>	5.3	<p>(e) You will be responsible for all instructions in respect of transactions contemplated by these Terms and Conditions and for the accuracy of all information given to us.</p> <p><u>Representatives</u></p> <p>(a) You may also appoint a Representative in writing to give us instructions on your behalf. You may change your Representative or cancel the appointment of your Representative by written notice to us, but we shall not be bound by any such variation until we have actually received your written notice and obtained such proof of their authority to act as we may reasonably require. Proof may include but shall not be limited to a duly executed Power of Attorney, Court of Protection Order and Grant of Representation.</p> <p>(b) We shall be entitled to act upon the instructions of your Representative unless and until we have been sent written notice by you that their authority has been revoked. You agree that all instructions received from your Representative shall be treated as your instructions and you accept full responsibility in respect of any instruction or any error in any instruction given by you or a Representative. We may require NCI information for all parties involved in the transaction before we can follow such instructions.</p>
(c)	<p>In all communications with us, you should quote:</p> <ul style="list-style-type: none"> the name of the Company whose Shares you hold through the Nominee Service; your full name; and your Investor Code (which can be found on your personal statement). 		
(d)	<p>We shall be entitled to act upon any instructions or orders transmitted using your Investor Code or which we reasonably consider to be genuine. We do not have to establish the authority of anyone quoting or using your Investor Code in any communications provided that we have acted with all due care in accepting such communications. We may (in our sole discretion) accept communications which do not quote or use an Investor Code if we reasonably consider such communication to be genuine. We shall not be liable for forged or fraudulent instructions. If you are aware or suspect that your Investor Code is no longer confidential or any of your other details have been used by another person in communications regarding your Nominee</p>	5.4	<p><u>Postage Risks</u></p> <p>Where communications, documents or cheques are sent to you by us by post (or by you to us), such communications, documents or cheques will be sent at <u>your</u> own risk. We accept no liability prior to receipt by us of any communication, document or cheque or, where relevant, after despatch of any</p>

communication, document or cheque to you. Loss of communications, documents or cheques may mean additional costs are incurred by you in obtaining replacements. In the case of lost share certificates (where relevant), this will include you being liable for lost share certificate indemnity insurance which can be a significant cost where the value of the shareholding is high. If you would like for your communication, documentation or cheque to be delivered to you by courier, or tracked delivery, please contact us and this can be arranged for an additional fee.

6. COMPANY MEETINGS

- 6.1 We will send you information about shareholder meetings of the Company every time we receive notice that a shareholder meeting is being convened. We will also provide an instruction form and you will be able to use this to instruct the Nominee how to cast votes in respect of the Shares held in your Nominee Account on any poll called at the meeting. In such case, we must have received the relevant instructions from you on a correctly completed form before the deadline notified to you on the relevant form. In the absence of your instructions, no votes will be exercised in respect of your Shares.
- 6.2 Depending on the Articles of Association of the Company, you may also be able to instruct the Nominee to appoint yourself or another person of your choice, including the chairman of the meeting, as your proxy in respect of the Shares held in the Nominee Account. This will enable you or the proxy to attend and vote on a poll and, provided this is possible legally and is permitted by the Articles of Association of the Company, on a show of hands.
- 6.3 Please note that the procedures described in this clause 6 will be subject to any matters regarding voting, attendance at meetings etc provided for in the Company's Articles of Association and any policy decisions implemented by the Company in respect of the conduct of general meetings.
- 6.4 Except as provided for in this clause 6 and when you provide instructions to us, we shall have no duty or responsibility to attend shareholders' meetings on your behalf or to vote in respect of your Shares.

7. INFORMATION FROM THE COMPANY

- 7.1 We will ensure that any copies of summary financial statements and interim accounts sent by the Company to its registered shareholders and received by LMSTL are also sent to you (or made available to you in electronic form where you have requested electronic form and this service is available).
- 7.2 All other documents issued by the Company to registered holders generally will be forwarded by us to Members, at or around the same time as registered holders (subject to us receiving sufficient copies from the Company for Members).

8. DIVIDENDS, PAYMENTS AND CORPORATE ACTIONS

- 8.1 Subject to clause 8.4, we will on your behalf claim and receive cash dividends and other entitlements accruing on your Shares. Cash dividends and other entitlements will be distributed to Members as soon as reasonably practicable after receipt by us from the Company, by means of electronic payment or, at our discretion, cheque. Bank fees (if any) in respect of electronic payment or telegraphic transfer shall be charged to the Member's account. Payments will be made in pounds sterling. In the event that the currency in which dividends are normally paid in accordance with the Company's dividend policy is not pounds sterling, any amount payable to the Nominee by the Company shall be converted into pounds sterling prior to distribution to Members. At the time of writing:
- (a) the conversion of any such amounts is effected by the Nominee's appointed custodian prior to receipt of such amounts by the Nominee;
 - (b) the foreign exchange rate is based on the then existing spot price foreign currency rates quoted on Reuters or any other commercially accepted financial market provider on the date of execution; and

- (c) the appointed custodian will deduct a fee to cover administration costs of execution prior to transferring such amounts to the Nominee.
- LMSTL shall not be liable for any losses arising from any foreign exchange fluctuation between the time payment is made by the Company and the time when payment is made to you in pounds sterling.
- 8.2 Where you wish to receive your dividends in a currency in which your dividends are not normally paid, then you may elect to do so via the International Payment Service (IPS). The IPS is a service provided by Link Market Services Limited, an affiliate of LMSTL. Details of the IPS service and information of how to apply can be found at <http://ips.linkassetsservices.com/> or you can contact us using the method set out above. Please be aware that should you decide to use the IPS service your dividend monies will lose the client money protection set out in clause 11.
- 8.3 If required to do so to comply with any legal or regulatory requirements, we may deduct or withhold for such purposes sums on account of tax and pay the net amount to you.
- 8.4 If a payment made to you in respect of your Shares is returned to us and after reasonable enquiry we cannot find your contact details (email address or current address), we will not send you another payment until you notify us in writing of your new email address or physical address.
- 8.5 If the Company offers its shareholders (including any Members) the right to choose to receive further Shares instead of a cash dividend pursuant to the terms of a dividend reinvestment plan and if you wish to participate in the plan and validly elect to receive further Shares, we will ensure that we receive the relevant Shares and hold them on your behalf in the Nominee Account and any cash residue will be dealt with in accordance with the terms of such dividend reinvestment plan.
- 8.6 In the event of a takeover, a capital reorganisation, conversion or other corporate action relating to the Company, we will endeavour to notify you promptly and implement any instructions you give us provided that the Client or the Company gives us adequate notice of the proposals and also that we receive your instructions in good time so as to allow us to take appropriate action (however we will not be liable if, for any reason, any notification by us does not reach you in time). We will however not be obliged to do anything in such an event unless the Client or the Company gives us adequate notice and we receive written instructions from you in reasonable time to allow us to take action in respect of the Shares held in your Nominee Account.
- 8.7 We will not accept a takeover offer or other offer for any of the Shares held in your Nominee Account in the absence of your instructions except where your Shares are compulsorily acquired. In the event of a compulsory acquisition, we will accept the basic terms of the acquisition on your behalf, but will not exercise choices or elections, in the absence of your specific instructions received before relevant deadline.
- 8.8 Where the Company issues offer documents in respect of an optional corporate action (for example, a tender offer, rights issue, placing and open offer, merger, scheme of arrangement or amalgamation or reconstruction) we are not obliged to forward such documents to you. Where appropriate you should contact the Client or the Company directly to obtain offer documents.
- 8.9 We will not be responsible for taking any corporate action in respect of the Shares held in your Nominee Account and may allow the event to lapse if your instructions:
- (a) are not received by us by the stated time;
 - (b) are incomplete or given by a third party who does not have the relevant authority; or
 - (c) require payment on your behalf and you have insufficient funds in your Nominee Account.
- 8.10 Unless we receive instructions to the contrary, you authorise us to take all actions described below:

- (a) make payments to ourselves or others for properly incurred expenses in handling your Shares (for example costs of translation of foreign documents, foreign currency conversion or bank charges) or other matters relating to our duties under these Terms and Conditions;
 - (b) receive and collect all income with respect to Shares and to credit cash receipts to your Nominee Account;
 - (c) execute in your name such ownership and other certificates as may be required to obtain the payment of income from the Shares;
 - (d) pay or cause to be paid from your Nominee Account any and all taxes, levies or withholdings imposed on the Shares by any governmental authority in connection with custody of and transactions in such Shares;
 - (e) use reasonable efforts to promptly reclaim any foreign withholding tax relating to the Shares; and
 - (f) make payments to ourselves for our reasonable fees if we are required by any Applicable Regulation to carry out additional services to those set out in these Terms and Conditions.
- 9. STATEMENTS**
- 9.1 You will receive an opening balance statement on joining the Nominee Service showing the number of Shares you have. In addition, statements showing the composition of your Nominee Account will be sent to you quarterly whilst you remain a Member. In the event that the Nominee Service ceases to be provided to you for any reason, a closing statement will be issued to you. These statements are provided free of charge and will be accessed electronically via the Link secure web portal. We will email you the URL to the web portal on each occasion when a new statement is available to you. If you require an interim statement or duplicate statement we may charge you in order to supply it.
- 9.2 It is your responsibility to check any statement which you receive from us. If you have any query or concern in relation to the matters disclosed in the statement you must contact us as soon as possible but, in any event, within two months of receipt of the statement. We shall correct any mistaken credits or debits to the records maintained for your Nominee Account and will notify you of any changes relevant to you.
- 10. CHARGES, EXPENSES AND PAYMENTS**
- 10.1 There is no initial charge for becoming a Member of the Nominee Service. The Client covers the existing initial and ongoing charges for this Nominee Service under a separate contractual arrangement with us.
- 10.2 Our charges are subject to review and modification from time to time in the future for the following reasons:
- (a) to reflect reasonable changes in the way we provide the Service to you;
 - (b) as a result of new services which we may make available to you;
 - (c) where reasonably required as a result of changes in market conditions or market practice;
 - (d) to take account of changes or anticipated changes to, or to comply better with, applicable laws or the interpretation of those laws, regulatory requirements, industry guidance or codes of practice that we follow, or the way that we are regulated;
 - (e) to reflect a decision or recommendation of a court, ombudsman, regulator or similar body which is relevant to us or to the Service; or
 - (f) to take account of, in a proportionate manner, the cost to us of providing the Service.

- 10.3 We will give you at least 30 days' prior notice of any increase in our charges payable by you. If you are unhappy with such increase, you may cancel your agreement with us at any time without charge within 30 days of our sending you the notice of such increase.
- 10.4 In addition to the above charges, you will be charged Value Added Tax (VAT) on any fees and charges payable by you (for example, broker's fees).
- 10.5 In addition to our fees and charges, you are responsible for paying any stamp duties applicable to share transactions, VAT, other duties and taxes in respect of your Shares, where applicable. You should note that there may be other taxes or costs that may exist that are not paid through us or imposed by us.
- 10.6 You may make any payments due to us under this Agreement by personal cheque crossed and made payable to 'Link Market Services Trustees Limited', drawn on a United Kingdom bank or building society account.
- 10.7 If any payment is not received by us on the due date for payment then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgement) at the rate of 1% above the sterling base rate from time to time of our main UK bank from the due date until the actual date of payment.
- 10.8 Subject to clause 10.9, 18.5 and 22.2 below, we and our agents will not have any lien (right to keep possession of) or claim security interest in your Shares.
- 10.9 We do however reserve the right to sell any of your Shares or connected rights and to retain the value of the amount which at any time is due and payable to us in respect of the provision of the Nominee Service. In these circumstances, you authorise us to execute any stock transfer form or other document or give any instruction necessary to give effect to any such sale and, by appointing us to provide the Nominee Service under these Terms and Conditions, you acknowledge and declare that in these circumstances we shall have a legal charge over your Shares and your rights and interests in or in relation to your Nominee Account. This legal charge enables us, in the

event that you owe us money in respect of the provision of the Nominee Service, to sell your Shares up to the amount owed and use this money to pay your outstanding debt to us. We also reserve the right not to act on instructions from you until you have paid us in full.

11. **CLIENT MONEY AND ASSETS**

- 11.1 We will treat all Shares, money and any other assets ("**Client Assets**"), including dividend payments and other entitlements of a similar nature, awaiting distribution to you as client assets in accordance with the requirements of the FCA Rules on client assets. Your Client Assets will be segregated from our own.
- 11.2 We will hold all Client Assets comprising money in a non-interest bearing client bank account in the United Kingdom, with an approved bank in the United Kingdom. **Client money in a currency other than sterling will be held in a client bank account denominated in the relevant foreign currency with an approved bank in the United Kingdom. No interest shall be payable to you in respect of such client money.** The money will not be used by us in any transactions other than as specified in these Terms and Conditions.
- 11.3 You agree that we may from time to time transfer your Client Assets to an intermediate broker, a settlement agent, an exchange or a clearing house located in the United Kingdom or in a jurisdiction outside the United Kingdom to facilitate transactions effected with or through such persons on your behalf. You should be aware that your Client Assets may be treated in a different manner once it passes outside the control of LMSTL and you may lose the full protection of the UK client money and assets regulations. We shall not be liable for any failure whatsoever, and however caused, by such persons to return your Client Assets which are held by them unless it was caused by our fraud, wilful default, negligence or breach of FCA Rules or FSMA.
- 11.4 You agree that we may pay away any unclaimed Client Assets (including, without limitation, Shares) to charity in accordance with the FCA Rules. We undertake to make good any valid claim which may subsequently be made against any Client Assets paid to charity

in this way and reserve the right to request such evidence as we feel reasonably necessary to confirm the identity of the person claiming these Client Assets in order to validate any claim prior to settlement. Subject to clause 18.8, we will not be liable for any losses or claims for interest whatsoever in respect of such unclaimed Client Assets unless such losses or claims were caused by our fraud, wilful default, negligence or breach of the FCA Rules or FSMA.

12. POOLING

- 12.1 Cash balances for each Member will be recorded separately by us for recordkeeping purposes. However, at a banking level such cash balances will be pooled with the funds of other clients of LMSTL. Where a primary or secondary pooling event (as such terms are defined by the FCA Rules) occurs, such as a default by LMSTL or the Nominee or their bankers, you will not have a claim against a specific sum of money in a specific account; your claim would be against the client money pool, held by us in general. The funds may then be distributed on a pro rata basis to all Members which could result in each Member receiving less back than that which is held on their behalf before such an event.
- 12.2 While details of your Shares are recorded in your Nominee Account, we will pool your Shares with other customers' Shares and as a result individual entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic record. In the event of an unreconcilable shortfall following any default by a custodian appointed by us, you may not receive your full entitlement and any shortfall may be shared by all persons in proportion to their original holdings in the pool.
- 12.3 You may instruct us at any time (including at the time of initial membership, or closure) to transfer your investments from the nominee omnibus account into an individual account segregated for your shares (i.e. out of the pool) subject to the payment of an initial and annual fees. Further information in relation to the risks and benefits of each approach can be

obtained by contacting us in accordance with clause 5.2(a).

13. FRACTIONAL BENEFITS

Due to us holding your investments in the Nominee Account on a pooled basis, additional amounts may arise that would not otherwise have occurred had such investments been registered in your own name, (for example, following certain corporate actions). You consent that we shall determine in our sole discretion, having regard to the size of the balance and the number of participants, whether we shall distribute the balance to you or retain the balance for our own account. Consequently, you may not be entitled to these additional amounts.

14. RISKS

- 14.1 **There are risks involved in investing in and holding Shares. As we only provide a Nominee Service, we take no responsibility for the decision of a Member to buy, sell, hold or exercise rights in relation to Shares. A share is a portion of the capital stock of a company which typically entitles the holder to vote at general meetings, receive income in the form of dividends and to share in the surplus assets of the company in the event of winding up.**
- 14.2 **The risks that are relevant to Shares include but are not limited to:**
- (a) **the risks that the issuer of a Share becomes insolvent, and so the Share becomes valueless;**
 - (b) **the risk of sudden changes in the market for a Share, for example a regulator suspending trading in a particular Share; and**
 - (c) **the value of Shares may rise or fall due to the volatility of world markets, the economy, interest rates and capital values.**

These risks can be particularly important for shares of smaller companies, for example because there is less of an established market in shares in these companies.

14.3 The market information relating to the past performance of Shares is not an indication to their future performance. The value of Shares or income from them may go down as well as up. You may not necessarily get back the amount you invested. This arrangement should be considered as part of a diversified portfolio.

14.4 Instructions, given by you or on your behalf constitute a binding contract and they cannot be amended or cancelled after they have been given.

14.5 Taxes may affect the net value of your investments and income received from them. Levels and bases of, and relief from taxation depends on the individual circumstances of each customer and are subject to change as UK tax legislation may change from time to time. As we only provide a Nominee Service, we do not accept any responsibility for tax advice.

14.6 There are risks involved in the transactions in Shares with which we may be involved. In the case that your money is transferred to an intermediate broker, a settlement agent, an exchange or clearing house located outside the United Kingdom, your money might not be as well protected as would be the case if held by a bank or other financial institution in the United Kingdom.

15. COMPLIANCE WITH APPLICABLE REGULATIONS

15.1 The Terms and Conditions and all transactions between you and us are subject to Applicable Regulations. If there is any conflict between these Terms and Conditions and any Applicable Regulations, the Applicable Regulations will prevail to the extent necessary to avoid the conflict. Nothing in these Terms and Conditions will exclude or restrict any obligations which we have to you under the Applicable Regulations.

15.2 We may refrain from doing anything which could or might, in our reasonable opinion, be contrary to any Applicable Regulations which would or might otherwise in our reasonable opinion render us liable to any person. We may do anything which, in our reasonable

opinion, is necessary to comply with any such Applicable Regulations or to avoid any such liability.

15.3 LMSTL is authorised and regulated by the FCA to provide the Nominee Service in the United Kingdom and nothing in these Terms and Conditions requires or implies that such services will be provided in any territory in which LMSTL is not appropriately authorised.

16. REPRESENTATIONS AND WARRANTIES

16.1 By applying to become a Member, you warrant and represent to us that:

- (a) all information that you supply to us is complete, true, accurate and not misleading in any material respect;
- (b) you enter into this Agreement and any transactions contemplated by this Agreement, as principal and not as another person's agent or representative;
- (c) you are not under any legal disability with respect to, and are not subject to any law or regulation which prevents your performance of, this Agreement and any transactions contemplated by this Agreement;
- (d) you are the legal and beneficial owner of all property provided by you to us under this Agreement and you are entitled to pass to us full legal ownership of such property, free from all liens, charges and encumbrances whatsoever and you will not create any security interest of any kind over such property;
- (e) you have obtained all necessary consents and have the authority to enter into this Agreement and any transaction contemplated by this Agreement; and
- (f) you are in compliance with all Applicable Regulations to which you are subject

- including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.
- 16.2 The above warranties and representations shall be deemed to be repeated each time you provide us with instructions or enter into any transaction contemplated by this Agreement.
- 16.3 **You undertake that, throughout the duration of this Agreement, you will promptly notify us of any change to the details supplied by you or any change or anticipated change in your financial circumstances (including any actual or threatened litigation) which may affect the basis upon which we undertake business with you.**
- 17. CREST AND OTHER CLEARING SYSTEMS**
- 17.1 Neither LMSTL nor the Nominee accepts responsibility for any delays or liabilities suffered by you as a result of:
- (a) the operation, failure or suspension of CREST or the insolvency or other default of Euroclear UK & Ireland Limited or of any participants in CREST; or
 - (b) the operation, failure or suspension of any other clearing system used by us or the insolvency or other default of the operator of such clearing system or of any participants in such clearing system; or
 - (c) the failure by any CREST or other clearing system's settlement bank to make, receive, credit or debit any payment.
- Neither LMSTL nor the Nominee accept responsibility for any delays and liabilities suffered by you as a result of the suspension or removal of the sponsor by CREST or any other clearing system as a CREST sponsor or a sponsor in respect of such other clearing system (as applicable), unless the suspension or removal is due to negligence, wilful default or fraud on the part of LMSTL or the Nominee.
- 17.2 You will pay our reasonable costs or liabilities incurred in connection with an instruction to transfer your Shares (whether or not involving Euroclear UK & Ireland Limited) that cannot be completed for any reason caused by you. You undertake to notify us if you know of any person (e.g. a bank) who has the right to prevent you from transferring your Shares.
- 17.3 Where Shares are held in uncertificated form by a clearing house, other than Euroclear UK & Ireland Limited, the legal and regulatory regime applying to such a clearing house may be different to that of the United Kingdom. In such a case, you agree that LMSTL's and the Nominee's liabilities in respect of the activities of the overseas clearing house will be limited to the extent as set out in section 17.1.
- 17.4 If we arrange for your Shares to be held in one or more jurisdictions outside of the United Kingdom, there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of the Shares.
- 18. LIMITATION OF LIABILITY**
- 18.1 We will take all reasonable care and skill in the set up and administration of the Nominee Service.
- 18.2 If we cannot provide the Nominee Service due to circumstances beyond our reasonable control (for example, because of failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accident, vandalism, malicious damage, war or terrorism, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to Applicable Regulations), the absence of, or inaccuracy in any information provided to us by you or on your behalf), we will, where possible, take such reasonable steps as we can to provide the Nominee Service as soon as possible following any delay or failure.
- 18.3 Subject to this clause 18, our liability to you for providing the Nominee Service is

- limited to any losses directly associated with the act or omission that gave rise to the liability. We will not be liable for any damage or loss suffered by you which we could not reasonably have foreseen (for example the loss of an alternative investment opportunity or any tax benefit).
- 18.4 Neither LMSTL nor the Nominee is acting as agent for the Client or the Company and neither LMSTL nor the Nominee shall accept responsibility for the Client's or the Company's acts and omissions, including any decision by the Client to suspend or terminate the Nominee Service.
- 18.5 Neither LMSTL nor the Nominee will be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under these Terms and Conditions. If, notwithstanding this provision, either LMSTL or the Nominee does so, LMSTL will be entitled upon notice to you to make such deductions from the Shares or any income or capital arising from them or to sell all or any of the Shares and make such deductions from the proceeds of sale as may be required to reimburse any loss or liability suffered.
- 18.6 Subject to clause 18.8, we will not be responsible for any acts or omissions of the Client, the Company, or any broker, settlement agent, depository, clearing or settlement agent or system.
- 18.7 We may employ agents and delegates on such terms as we think fit to carry out any part of our obligations or discretions in connection with the Nominee Service and, save as otherwise provided in these Terms and Conditions, we shall be liable for the acts and omissions of such agents and delegates as if they were our acts or omissions.
- 18.8 Nothing in this Agreement shall exclude or limit:
- (a) our liability for death or personal injury resulting from the negligence caused by us or the Nominee; or
 - (b) liability for any losses or expenses (including loss of Shares) suffered by you as a direct result of the negligence, wilful default or fraud of either LMSTL or the Nominee; or
 - (c) any other liability which cannot be excluded or limited by law, including FCA Rules and FSMA.
- 19. TERMINATION**
- By you:***
- 19.1 You may remove all or part of your Shares from the Nominee Service at any time by notifying us in writing and completing an appropriate form. Your instructions will take immediate effect on receipt by us of the form but will not cancel or amend any instructions you have already sent to us.
- 19.2 If you remove all of your Shares from the Nominee Service, your Agreement with us on these Terms and Conditions will terminate. If we cease to hold Shares for you, you will need to enter into a new agreement if, at a later date, you acquire Shares which are to be held through the Nominee Service.
- 19.3 Removing all or part of your Shares from the Nominee Service will not affect any of your rights or obligations arising prior to the date of such removal or which arise in consequence of such removal or which relate to our provision of the Nominee Service to you and all such rights and obligations shall continue to be subject to the Terms and Conditions prevailing at the time of the removal. You will be required to pay any charges that are reasonably incurred for transferring Shares from the Nominee Service (see also clause 10.2), but will not be required to make any additional payment to us in respect of the termination of your Agreement with us.
- 19.4 The Nominee Service will automatically terminate in the event of your death. If we receive adequate proof of your death, we will follow the instructions of your personal representative (appointed pursuant to a grant of probate, letters of administration or other legally effective appointment (or overseas equivalent)).
- By us:***
- 19.5 If, at any time:
- (a) you do not satisfy the eligibility criteria set out in clause 2.1, including, without limitation, if you cease to be resident in the

	European Economic Area (EEA) (unless otherwise agreed with the Client and provided that (a) you are always satisfied that your participation under the Nominee is permitted under the laws of your country of residence, and (b) you are not resident in a jurisdiction that will impose any legal or regulatory procedures or compliance obligations on us, the Client or the Company); or		due to us before transferring to you any credit balances on your Nominee Account.
	(b) you fail to provide an email address and keep this information up to date with us in accordance with clauses 2.2(a) and (b),	19.9	Termination of your Agreement with us will be without prejudice to the completion of transactions already initiated. All transactions in progress will be executed in accordance with your instructions and such transactions will be subject to our current charges (see clause 10).
	your participation in the Nominee Service and your Agreement with us on these Terms and Conditions may be terminated and we will notify you of this in writing.	20.	<u>CONFLICTS OF INTEREST</u>
19.6	We may withdraw the Nominee Service from you and terminate our Agreement with you on not less than 30 days' written notice if, in our opinion, you are in material breach of these Terms and Conditions or the Nominee is unable to comply with any obligations to which it may be subject in respect of your Shares under the Company's Articles of Association or under any applicable laws or regulations.	20.1	You acknowledge and agree that when we (or our agents or delegates) enter into a transaction for you, we may: <ul style="list-style-type: none"> (a) share fees or charges with our Affiliated Company and other third parties, or receive and retain remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements are available to you on request; (b) be acting as agent or making arrangements for you on your instructions in relation to transactions in which we are also acting for other customers; or (c) be in a position where we have some other material interest in relation to the transaction.
19.7	The provision of the Nominee Service is at the discretion of the Client. If the agreement between the Client and LMSTL for the provision of the Nominee Service terminates, our Agreement with you will automatically terminate and we will notify you of this in writing.	20.2	In accordance with FCA Rules, LMSTL has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. LMSTL will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy. This Conflicts of Interests Policy provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then LMSTL may, as a measure of last resort where we are not able to ensure, with reasonable confidence, that the risk for damage to your interests cannot be prevented, seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. LMSTL will provide full
19.8	No penalty will be payable by either party on termination of these Terms and Conditions. On termination by either party and after the relevant notice period, we will arrange for your Shares to be transferred into your name on the register of shareholders as soon as practicable and shall with immediate effect (but subject to clause 19.9) cease to process instructions from you. The Company will send you either a share certificate in respect of your holding of Shares or, if the Company does not issue share certificates, a share statement evidencing your holding of Shares. We may deduct all amounts		

details of the Conflicts of Interest Policy upon receipt of a written request from you.

21. INDUCEMENTS

21.1 As part of providing our service to you, we may give or receive acceptable reasonable minor non-monetary benefits. These are benefits which are capable of enhancing the quality of service provided to you; of a scale and nature that could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in your best interests; and reasonable, proportionate and of a scale that is unlikely to influence our behaviour in any way that is detrimental to your interests. Such benefits would usually comprise hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events.

22. DEFAULT

22.1 We may in our absolute discretion refuse to accept any further orders or instructions from you and/or terminate this Agreement upon any of the following Specified Events:

- (a) you do not perform your obligations to us under this Agreement or any transaction contemplated by this Agreement;
- (b) any warranty or representation made by you as set out at clause 16 is or becomes incomplete, untrue, inaccurate or misleading;
- (c) a bankruptcy petition is presented to the Court in respect of you;
- (d) any regulator of our business or its rules so require; or
- (e) we reasonably believe that any of the circumstances set out in clauses 22.1(a) to 22.1(d) above are likely to happen and we reasonably believe that such action would be necessary or desirable to protect our position.

22.2

Upon the happening of a Specified Event and without prejudice to LMSTL's other rights, we may at our discretion, without notice:

- (a) refuse to perform or reverse any outstanding transaction between us;
- (b) sell any of your investments or other assets held by us (the time, place and method of any sale and the price shall be at our discretion and we shall inform you of the outcome of the sale);
- (c) buy in investments, bring any claim for damages or exercise any other right which we may have at law or otherwise or take any other action which appears appropriate to avoid or reduce our risk of loss; and/or
- (d) combine, close or consolidate all or any of your accounts with us or any of our Affiliated Companies and off-set any and all amounts owed to, or by, us or any of our Affiliated Companies in such manner as we may reasonably determine.

22.3

You will bear any costs or associated costs of sale and for reasonable costs, losses, damages or expenses (including without limitation any legal fees) incurred or suffered by us as a direct consequence of a Specified Event or our taking any action as a consequence of such Specified Event.

23. PROTECTION OF INFORMATION

23.1

LMSTL collects personal information about you and we are committed to protecting this information and your privacy. As part of providing the Nominee Service, we collect the following personal information:

- (a) name, address, email address, telephone number and other contact details which you provide us with on completing your Application Form;
- (b) date of birth, nationality, national insurance number,

	passport number and overseas identification card numbers (if required);			of browser you use, the 'Internet Protocol' (IP) address used to connect your computer to the internet, and information about your visit, including the full 'Uniform Resource Locations' (URL), clickstream to, through and from our sites, traffic data and other communication data, the resources that you access, and the information derived from the cookies we place on your mobile device and/or computer.
(c)	bank account details or other payment or financial information which you provide us with on completing your Application Form;			
(d)	a record of any correspondence you have with us, including certain telephone calls which we may be legally required to record (but we will inform you at the beginning of the telephone conversation if recording will be necessary);	23.3	We collect your personal information as set out in clause 23.1 and 23.2 above in order to provide the Nominee Service to you and to deal with your enquiries and requests connected with the Nominee Service, and our use of your information is required for the purposes of entering into our contract with you and on an ongoing basis pursuant to our contract with you.	
(e)	NCI information which you provide us with in accordance with clause 5.1(c) or 5.3(b);			
(f)	information which you provide to us as part of, or contained within, any supporting documentation provided to us in accordance with clause 5.3(b) or where reasonably requested by us in accordance with clause 2.2(a);	23.4	In addition, we are required by law to obtain "know your client" information in order to verify the identity of our customers as detailed in clause 2.3(a) and this includes certain personal information.	
(g)	information reasonably requested by us in accordance with the Terms and Conditions such as death certificates, marriage certificates, grants of probate and proof of identity and address;	23.5	We will use the information we hold about you for the following purposes:	
(h)	where required by us in accordance with clause 3.9 of the Terms and Conditions, scanned or photocopied images of passports, driving licences and utility bills;			(a) to provide you with the Nominee Services, and/or information you request from us;
(i)	where you use our web portal, as part of the security questions and answers, your mother's maiden name and your user name combined with your passwords; and			(b) to check your identity;
(j)	any personal information provided to us by the Client.			(c) to assess any application you make to participate in any service we provide;
23.2	Each time you use our websites, including our web portal (which can be accessed from www.signalshares.com), we will automatically collect certain technical information, including the type			(d) so that we can communicate with you as necessary, including to answer questions raised by you;
				(e) to carry out analysis about our services and how we might improve them;
				(f) to notify you about changes to our services;
				(g) to maintain records of your personal details, transactions and instructions;
				(h) to transfer Shares on your instructions, including transfers

- involving the creation or dematerialisation of certificated Shares;
- (i) to comply with Applicable Regulations in accordance with clause 2.3 of the Terms and Conditions;
- (j) to process and pay dividend monies, including the distribution of dividend vouchers;
- (k) to transmit and process instructions received regarding a takeover, a capital reorganisation, conversion or other corporate actions relating to the Shares;
- (l) to create Statements and make these available to you;
- (m) to forward to you documents issued by the Company;
- (n) to process your proxy voting requirements;
- (o) to record on your account information or orders from third parties and regulatory authorities, and where required, to record your death and documents such as grants of probate and letters of administration in accordance with clause 19.4 of the Terms and Conditions;
- (p) to record markers on your account to signify return of post from previous correspondence to you;
- (q) any other processing activity which is strictly necessary for the processing of personal data in accordance with the purpose for collection and processing identified in clause 23.3 and clause 23.4 above, and in accordance with your instructions; and
- (r) to write to you (or email you) with marketing information where you have consented to receive this in accordance with clause 5.1(e).
- 23.6 We will only disclose your personal information in accordance with applicable laws and regulations. We will disclose your personal information to the following third parties:
- (a) the Company, Client, Nominee, the Company's registrar, Euroclear UK & Ireland Limited (if entitled to such information), all of which may disclose the information to any person with legal or regulatory power over them such as regulatory, tax or governmental authorities as appropriate;
- (b) any person with legal or regulatory power over us (such as the Financial Conduct Authority, police or the Serious Fraud Office) that may require disclosure on legal grounds;
- (c) any replacement provider of the Nominee Service;
- (d) service providers engaged by us to help us run our business and provide the Nominee Service. Such service providers will include, for example, cloud storage providers (engaged by us to provide electronic storage facilities for our business data and your information), brokerage firms (engaged by us to facilitate deals in securities you instruct us to undertake), printer and mail firms (engaged by us or by the Company or Client to facilitate the printing and mail-out of communications and documents relating to the Nominee Service) and providers of data protection risk management platforms and reporting tools (engaged by us to record and monitor data protection governance, risk and compliance in accordance with best practice risk management procedures); and
- (e) any member of the "**Link Group**" which means our subsidiaries, our ultimate holding company and its subsidiaries (from time to time)

- as necessary to provide the Nominee Service and to comply with our obligations under Applicable Laws.
- 23.7 Some of these third parties (including Link Group subsidiaries and service providers) may be outside of the European Economic Area (EEA). We will ensure that any such subsidiary or service provider has put in place adequate safeguards to ensure that your information is held securely and in accordance with these Terms and Conditions.
- 23.8 We store the information you provide about yourself in a secure database and take appropriate security measures to protect such information from unauthorised access. For example, we have adopted internal data protection procedures and trained our staff on them with a view to preventing breaches of security. All exchanges of information between you and our web portal go through encrypted channels in order to prevent interception of your information.
- 23.9 We generally hold your personal data on our systems for as long is necessary to perform our role under these Terms and Conditions. This is ordinarily 6 years from the date of termination of these Terms and Conditions and the Nominee Service we provide to you in accordance with clause 19, in order to allow us to comply with our regulatory obligations.
- 23.10 You agree that the purposes for which we may process your personal information may be amended from time to time to include other uses or disclosures of personal information subject to us notifying you of such amendment.
- 23.11 You have the following rights in relation to how we use your information. If you would like to exercise these rights please contact us using the contact details listed at the beginning of the Terms and Conditions.
- (a) Right of access – you have the right to know if we are using your information and, if so, about how we are using it.
 - (b) Right of rectification – you have the right to require us to rectify any errors in the information we hold about you.
 - (c) Right to erasure – you have the right to require us to delete your information if our continued use is not justified.
 - (d) Right to restrict processing - in some circumstances, although you may not be entitled to require us to erase your information, but may be entitled to limit the purposes for which we can use your information.
 - (e) Right of data portability – you have the right to require us to provide you with a copy of your information in a commonly used machine-readable format or to transfer your information directly to another controller (e.g. a third party offering services competing with ours).
- 23.12 Questions, comments and the exercise of your rights regarding this notice and your information are welcomed and should be addressed to the Data Protection Officer by email at lsmdpo@linkgroup.co.uk or by post to the Data Protection Officer, Nominee Service, Link Market Services Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, quoting your full name and address, the name of the Client and your Investor Code which may be found on your personal statement.
- 23.13 If you wish to make a complaint on how we have handled your personal information, you can contact our Data Protection Officer. If you are not satisfied with our response or believe we are processing your personal information not in accordance with the law you can complain to the supervisory authority in the UK responsible for the implementation and enforcement of data protection law: the Information Commissioner's Office (the "ICO"). You have the right to complain to the ICO about our collection and use of your information. You can contact the ICO via their website – <https://ico.org.uk/concerns/> - or by calling their helpline – 0303 123 1113.

24. TAPE RECORDING OF CONVERSATIONS AND RECORD KEEPING

24.1 You agree that we may:

- (a) record all telephone conversations between you and us; and
- (b) use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us.

24.2 Recordings or transcripts made by us may be destroyed under our normal practice, although will be retained for the period of time required under the FCA Rules. We may deliver copies or transcripts of such recordings to any court or regulatory body. Telephone recordings or copies of transcripts of our recordings with you are available to you upon request. Charges may apply.

24.3 We strongly recommend that you keep your own records of all communications between you and us (such as instructions and orders) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.

25. COMPLAINTS AND COMPENSATION SCHEME

25.1 If you think that you have reason to make a complaint please write in the first instance to:

Link Asset Services
Link Market Services Trustees Limited - Nominee Service
The Registry
34 Beckenham Road,
Beckenham,
Kent,
BR3 4TU.

Your complaint will be fully investigated and a full resolution sought. Our complaints procedure is available upon request, but a copy will be provided automatically to you in the event of a complaint being received.

25.2 If you are unhappy or dissatisfied with our handling or findings in relation to your dispute or complaint you may refer the matter to the Financial Ombudsman

Service for further investigation at Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

You can find additional information at www.financial-ombudsman.org.uk.

25.3 In the event of a dispute or complaint being notified to us, we reserve the right to take any action necessary for the purpose of limiting the amounts involved in such dispute or complaint. We will inform you if we exercise this right, which shall be without prejudice to either your rights and remedies or our rights and remedies. Any action taken by us pursuant to this clause 25.3 will not be deemed to be an admission on our part.

25.4 LMSTL is a member of the Financial Services Compensation Scheme ("**Scheme**"). If we cannot meet our obligations you may be entitled to compensation from the Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for a maximum of £50,000 as at the date of these Terms and Conditions. The amounts of compensation may be changed from time to time and you should check your entitlement with the Scheme. Further information about compensation arrangements is available from the Scheme. You can contact the Scheme by calling their Helpline on 0207 741 4100, logging onto their website at www.fscs.org.uk or writing to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. You may request further information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation by writing to Link Asset Services, Link Market Services Trustees Limited, Nominee Service, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU or by e-mail to: custodymgt@linkgroup.co.uk.

26. TRANSFERRING CLIENT ASSETS AND MONEY

26.1 LMSTL may at any time transfer all or some of its rights and obligations under this Agreement to any person (the "Transferee") who:

- (a) is authorised by the FCA and agrees to hold any cash balances on your Nominee Account in accordance with

	the requirements of the FCA Rules on client money; or	(b)	as a result of new services which we may make available to you;
	(b) in the reasonable opinion of LMSTL (after exercising all due skill, care and diligence), is able to apply adequate measures to protect any cash balances on your Nominee Account.	(c)	to take account of any corporate restructuring within the Link group of companies;
		(d)	where reasonably required as a result of changes in market conditions or market practice;
26.2	Such transfer will be given effect by LMSTL and/ or the Transferee sending a notice of transfer to you specifying the date (the "Transfer Date") on which the Transferee will assume such rights and obligations under this Agreement. Such notice of transfer will be given to you at least 30 days prior to the Transfer Date. You may elect to leave the Service during this 30 day notice period, in which case no charge will be payable by you by LMSTL in facilitating your exit from the Service. The transfer will not affect any rights you may have against LMSTL which relate to the period prior to the Transfer Date. With effect from the Transfer Date:	(e)	to take account of changes or anticipated changes to, or to comply better with, applicable laws or the interpretation of those laws, regulatory requirements, industry guidance or codes of practice that we follow, or the way that we are regulated;
	(a) LMSTL may transfer to the Transferee (or its nominee) all of your Shares (or other client assets), your client monies (if any) or any information (including personal information) it holds on your behalf, or otherwise arising under this Agreement;	(f)	to reflect a decision or recommendation of a court, ombudsman, regulator or similar body which is relevant to us or to the Service;
	(b) this Agreement (as amended from time to time) shall be treated for all purposes as having been entered into between you and the Transferee in substitution of LMSTL; and	(g)	to reflect changes in the Bank of England base rate, other specified market rates or indices or tax rates;
	(c) LMSTL shall be released and discharged from all of its obligations and liabilities arising howsoever under this Agreement.	(h)	to rectify errors, inaccuracies or ambiguities;
		(i)	to reflect alterations in the scope and nature of the Nominee Service provided to you under these Terms and Conditions resulting from the alterations made to our agreement with the Client or our system capabilities or administration procedures;
27.	<u>VARIATION/REPLACEMENT OF THESE TERMS AND CONDITIONS</u>	(j)	to prevent misuse of the Service;
27.1	We may change these terms and conditions in the future for the following reasons:	(k)	to take account of, in a proportionate manner, the cost to us of providing the Service;
	(a) to reflect reasonable changes in the way we provide the Service to you;	(l)	to prevent fraud or to enhance the security of the Service; or
		(m)	to make these Conditions easier to understand, fairer to you, or to correct mistakes.
	27.2	We will give you at least 30 days' prior notice of any change to these Terms	

- and Conditions that is to your disadvantage. You may cancel your agreement with us at any time without charge within 30 days' of our sending you notice of such change. If you do not cancel your agreement with us within this 30 day period then you will be deemed to have been accepted such change.
- 27.3 We may, as mentioned in clause 10.2, review and notify you of revised charging rates from time to time.
- 27.4 If you have received our written notice (which includes notice via email) and do not agree with the proposed changes, you may terminate our Agreement at any time without charge (see clause 19 above). Any change will be deemed to have been accepted by you if you have already instructed us to trade on your behalf after the change has taken effect.
- 28. GENERAL**
- 28.1 We will not take notice of any trust affecting the Shares whether express, implied or constructive.
- 28.2 No conduct or delay on our part shall be taken as a waiver or variation of any rights which we may have unless we waive or vary a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of our rights in respect of any other matter.
- 28.3 If any of the provisions of these Terms and Conditions is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect as if they had been executed with the invalid provision eliminated.
- 28.4 The Nominee has the right to enforce these Terms and Conditions in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except for the Nominee, nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 28.5 This Agreement is subject to English law and you submit to the exclusive jurisdiction of the English courts.
- v. April 2018 (GDPR Update)

APPENDIX 5 - TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN PROVIDED BY LINK MARKET SERVICE TRUSTEES LIMITED



TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN PROVIDED BY LINK MARKET SERVICES TRUSTEES LIMITED

The Plan (defined below) is a convenient and easy way to build up your shareholding by using your cash dividends to buy more shares in the Company (defined below). The Plan is provided by Link Asset Services ("Link"), a trading name of Link Market Services Trustees Limited ("LMSTL"), which is authorised and regulated by the FCA (defined below) and is entered on the FCA register with registration number 184113. Further information may be obtained from the FCA's register by visiting the FCA's website <http://www.fca.org.uk/register/> or by contacting the FCA on 0800 111 6768. The FCA's current address is 25 The North Colonnade, London E14 5HS.

This document is important and should be read in full before making a decision to join the Plan.

About the Plan

This document and the Application set out all the terms and conditions of the Plan. It replaces any previous terms and conditions which you may have received. Enquiries about the Plan, or these Conditions, should be directed to the Plan Provider using the contact details below.

This Plan is an entirely voluntary scheme. Should you therefore decide not to become a Participant in the Plan, there will be no change in how you receive cash dividends declared by the Company.

Features

- Purchase additional shares in the Company using your cash dividend.
- On the dividend payment date, we instruct a broker to buy shares in the market at the prevailing market price. You will therefore not know the share price when you sign up to the Plan.
- The commission is 1% of the purchase price of the shares with a minimum fee set out in clause 4 below. This excludes stamp duty reserve tax at the prevailing rate (currently 0.5% of the deal value) if applicable. Costs are deducted at source before the shares are purchased.
- You will receive a dividend confirmation, share certificate (if you hold your shares in certificated form) and transaction information following the reinvestment of your dividend.
- You may withdraw from the Plan at any time.

- The value of shares, and any income from them, can go down as well as up; please see warnings in clause 11.

Contact us

In writing:

Dividend Reinvestment Plans, Link Asset Services,
The Registry, 34 Beckenham Road, Beckenham, Kent,
BR3 4TU.

By telephone:

(+44) (0) 371 664 0381

Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom are charged at the applicable international rate. We are open between 9 am – 5.30 pm, Monday to Friday, excluding public holidays in England and Wales.

By email:

shares@linkgroup.co.uk

Via the website:

www.signalshares.com

How to apply

Please read these Conditions carefully, then simply complete and return the enclosed Application, or complete it online at www.signalshares.com.

If you hold your shares in CREST, follow the CREST procedure set out in clause 8 to join the Plan.

By applying online in respect of any joint shareholdings, you confirm that you are the first named shareholder and have the consent of all other joint holders to participate in the Plan.

Applications must be received no later than the Cut-Off Time (as defined below). If you have more than one holding, resulting in more than one Investor Code for the same Company, you must complete an Application for each holding that you want the Plan applied to.

If you are in any doubt as to the action you should take, you should seek advice from an appropriate adviser, who is authorised pursuant to the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from an appropriately authorised or recognised adviser, should you be resident elsewhere.

1. DEFINITIONS AND INTERPRETATION

In these Conditions the following words and expressions have the meanings and interpretation set out below:

"Application"	means, where applicable, the application form (either provided on-line or a paper copy) to be completed and accepted by a person requesting to become a Participant of the Plan;
"Company"	means the corporate client of the Plan Provider whose cash dividend you wish to use to buy further shares in that company;
"Conditions"	means the terms and conditions set out in this document;
"CREST"	means the computer based system operated by Euroclear UK & Ireland Limited (a subsidiary of Euroclear SA) for the transfer of uncertificated securities;
"Cut-Off Time"	means 5.30pm (UK time) on the date falling fifteen (15) business days prior to the next dividend payment date (unless otherwise specified by the Company);
"FCA"	means the Financial Conduct Authority and any successor body;
"FCA Rules"	means principles, guidance and rules issued by the FCA from time to time;
"Plan"	the dividend reinvestment plan provided by the Plan Provider to

shareholders of the Company;

"Plan Provider" or "we/us" means Link Asset Services, a trading name of Link Market Services Trustees Limited, a company incorporated under the laws of England (no. 2729260), with registered address at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, or any successor provider that may be appointed; and

"you" or "Participant" means the person(s) on whose behalf we are buying/holding the shares or, if appropriate, a person who is authorised to act on your behalf and who has provided us with such proof of their authority to act, as we may reasonably require and "your" and "yourself" shall be construed accordingly.

The headings to clauses are for convenience only and shall not affect the interpretation or construction of these Conditions. References to "clauses" are references to clauses of these Conditions.

Reference in these Conditions to any statute, statutory provision, regulations or the FCA Rules includes a reference to that statute, statutory provision, regulations or the FCA Rules as amended, extended, replaced or re-enacted from time to time.

Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. HOW THE PLAN WORKS

If you join the Plan, your cash dividend will be used to purchase as many whole shares as possible on your behalf. The Plan Provider will instruct the nominated broker to purchase shares under the Plan on or as soon as reasonably practicable after the relevant dividend payment date.

If you decide to participate in the Plan you agree that any mandate which you may have given to the Plan Provider for the payment of cash dividends directly to your bank or building society account will be suspended for so long as you remain a Participant in the Plan. If you leave the Plan, your future dividends will be paid into the account you have registered with us. It is therefore important that you notify us of any changes to your bank account details whilst you remain a participant in the Plan.

3. WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

Participation in the Plan is only available to:

- a) individuals (including legal representatives such as executors whose details have been registered with the registrar of the Company) aged 18 years or over, who are resident in the European Economic Area (EEA); and
- b) institutional investors incorporated in a country in the European Economic Area (EEA) (the residency of your beneficial holders will not affect your eligibility to participate in the Plan).

4. WHAT ARE THE CHARGES?

The fee we charge you for this service will depend on:

- a) whether your dividend is paid in GBP, US dollars or Euro, and
- b) if you have elected to receive electronic or paper communications from us (if you join the Plan after 1 January 2018, you cannot elect to receive paper communications).

Our fees are set out in Schedule 1 of these Conditions. These fees will be automatically deducted from your dividend payment prior to it being reinvested through the Plan. You may also have to pay stamp duty reserve at the prevailing rate (currently 0.5% of the deal value) if applicable. Due to the minimum charge, the Plan may not be cost effective for all Participants.

5. AT WHAT PRICE WILL THE SHARES BE BOUGHT AND HOW MANY SHARES WILL I RECEIVE?

This will depend on the market price of the Company's shares when your share purchase is carried out. You cannot specify a maximum or minimum price. It may be necessary to carry out several purchase transactions to acquire the shares needed for all Plan Participants. The trade will not be concluded until all shares are purchased and shares will not be allocated until completion of all transactions. The prices at which the shares are purchased may vary in which case these transactions will be aggregated and the shares will be allocated to you at the average purchase price. This may be higher or lower than the price achieved if each

purchase had been made separately. The order will be allocated in accordance with the Plan Provider's published Best Execution Policy. A full copy of our Best Execution Policy is available online at <http://www.linksharedeal.com/media/BestExecutionPolicy.pdf> or upon written request to the Plan Provider, at the address provided on page 1. You may request an update on the status of your share purchase at any time.

6. WHEN WILL I GET A SHARE CERTIFICATE?

The business day following the receipt of the contract note from our broker, we will provide a statement detailing the reinvestment of your dividend. This will show how many shares have been purchased for you, the date of purchase, the purchase price and the associated costs together with the carried forward cash balance. The actual cost of the shares (including the purchase commission and stamp duty reserve tax) will form your base cost for United Kingdom capital gains tax purposes. More information about how to view your statements is set out in clause 12. Where we are required to execute your order in tranches in accordance with clause 5 above and your contract note refers to the average price of the shares, you may request us to provide the price of each tranche by contacting us at the details listed on page 1.

If you hold your shares in 'certificated' form, you will receive a share certificate from the registrar after settlement of the purchase. Please note that, unless we have informed you otherwise, all communications and documents, including share certificates posted to you by the registrar or sent to you by us by post are sent by second class post or by an equivalent method of postage. Any communications or documents, including share certificates, posted to you by us (or by you to us) are posted at your risk. If the documents, including share certificates, are lost there may be costs associated with obtaining a replacement. For instance, this may include you having to pay for lost share certificate indemnity insurance which can be a significant cost where the value of the shareholding is high. If you would like for your documents or share certificate to be delivered to you by courier, or tracked delivery, please contact us and this can be arranged for an additional fee.

If you hold your shares through CREST, shares will be credited to your CREST account and you will receive a CREST notification.

If you hold your shares in a nominee provided by Link Market Services Trustees Limited, your shares are held in an uncertificated form and you will not receive a share certificate.

7. WHAT HAPPENS WHEN MONEY IS LEFT OVER AFTER THE SHARES HAVE BEEN BOUGHT?

Any cash dividend remaining which was insufficient to purchase a whole share will be carried forward without interest and added to future dividends for reinvestment under the terms of the Plan. Any cash held on your behalf will be treated as Client Money, as described in the FCA rules.

You will receive quarterly statements, showing any cash held on your behalf, whilst you remain a Plan Participant. In the event that we cease to provide the Plan to you for any reason, a closing statement will be issued to you. These statements will be provided free of charge and will be accessed electronically via the Link secure web portal or sent to you by post to your registered address. In the case of electronic statements, we will email you the URL to the web portal on each occasion when a new statement is available to you. If you require an interim statement or duplicate statement, these will be made available online. We may charge you a fee in order to supply any interim statements.

It is your responsibility to check any statement which you receive from us. If you have any query or concern in relation to the matters disclosed in the statement you must contact us as soon as possible but, in any event, within two months of receipt of the statement. We shall correct any mistaken credits or debits to the records maintained for you and will notify you of any changes relevant to you.

When you withdraw from the Plan or the Plan is withdrawn or terminated for any reason:

- (i) any cash balance of £3.00 (or equivalent) or more will be sent to you via cheque or, at the Plan Provider's discretion, electronic payment, on the payment date of the next dividend; and
- (ii) any cash balance of £2.99 (or equivalent) or less will be donated to a registered charity of the Plan Provider's choice.

Further information about how your cash is held by us is set out in clause 16.

8. HOW DO I JOIN THE PLAN?

If your shares are held in certificated form or through a nominee provided by Link Market Services Trustees Limited

To participate in the Plan you must either:

- a) complete and sign an Application or other form of acknowledgement and return it to us (if your holding is in joint names, all holders must sign the Application); or
- b) if an electronic sign-on facility is provided by us, sign up to the Plan and accept these Conditions by 'ticking' the appropriate box or otherwise evidencing such sign up and acceptance of the Conditions in the manner specified in such electronic sign-on facility (if your holding is a joint holding you confirm that you are the first named shareholder and have the consent of all other joint shareholders to participate in the Plan),

and, in each case, provide any other documents and information reasonably requested by us in order to participate in the Plan.

Where we have requested this information from you, failure to keep your email address, bank account information and other information up to date with us may result in delays in communications and possibly delays in providing the Service. If you join the Plan after 1 January 2018, failure to provide a valid email address or keep this information up to date may also affect your ability to be a Participant. More information about communications between us is set out in clause 12 below.

By requesting to become a Plan Participant, you agree to be bound by these Conditions.

The Application must reach the Plan Provider (either by post or online) no later than the Cut-Off Time. Applications to join the Plan received after that date will take effect from the next dividend payment date.

If your shares are held in CREST, please see CREST procedures below.

The Plan Provider may, at its discretion, and upon application in writing, permit a registered shareholder to reinvest the cash dividend payment on a lesser number of shares than the full holding where such a shareholder is acting on behalf of two or more beneficial owners. The remaining cash dividend will automatically be paid on the shares which are not included in the Plan. These elections will apply only to one dividend and a fresh Application must be given for each dividend.

The Plan Provider reserves the right not to accept an Application to join the Plan.

Once your Application to participate in the Plan has been accepted, future dividends will be reinvested under the Plan until such time as you withdraw from the Plan or the Plan is suspended or terminated in accordance with these Conditions.

CREST procedures

If you hold your ordinary shares in uncertificated form in CREST and will continue to do so at the record date for the relevant dividend, you may elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf.

The CREST procedures require you to use the Dividend Election Input Message in accordance with the CREST Manual. The message should be correctly completed in order for a valid election to be made.

The Plan Provider reserves the right to treat as valid an election which is not complete in all respects.

A valid election made using a Dividend Election Input Message will, to the extent it relates to shares held in uncertificated form at the record date for the relevant dividend, supersede all previous written elections made in respect of holdings in the same member account.

By inputting a Dividend Election Input Message as described above, you confirm your election to participate in the Plan in accordance with the details input and agree to be bound by these Conditions of the Plan as amended from time to time. You confirm you appoint the Plan Provider, or any successor provider of the Plan as may be

appointed from time to time in accordance with clause 19, as your agent to arrange the purchase of ordinary shares in accordance with such Conditions.

The shares purchased on your behalf according to the Plan will be credited to your relevant CREST member account unless the Plan Provider from time to time determines that such shares shall be issued to you in certificated form.

You may only cancel an election which has been made by Dividend Election Input Message by utilising the CREST procedure for deletions described in the CREST Manual, unless the Plan Provider consents to a revocation in another form. The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by or on behalf of the Company prior to the deadline for receipt of withdrawals set out in these Conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Provider sufficient time to accept the deletion.

There is no facility to amend an election which has been made by Dividend Election Input Message; if you wish to change your election details, you must first delete the existing election as described above and then input a Dividend Election Input Message with the required new details.

It is possible to cancel previous written elections made in respect of your uncertificated holding without having to make a new election by means of the 'Non-CREST Election' and 'Deletion Request Status' fields in the Dividend Election Input Message, again in accordance with the procedures described in the CREST Manual. The deletion will be applied to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by the Plan Provider on behalf of the Company prior to the deadline for receipt of withdrawals set out in these Conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and Plan Provider sufficient time to accept the deletion.

9. HOW CAN I WITHDRAW FROM THE PLAN (INCLUDING CANCELLATION)?

In addition to your legal right to cancel your participation within 14 days after receipt by the Plan Provider of a satisfactorily completed Application, you may withdraw

from the Plan at any time by sending the Plan Provider your written notice of withdrawal by post or via our online secure web portal. Your withdrawal must reach the Plan Provider before the Cut-Off Time if the Plan is not to apply to that dividend.

If you sell or transfer your entire shareholding on or before the dividend record date for a particular dividend, your Plan membership will automatically be cancelled.

If your sale or transfer is registered after the record date but prior to the Cut-Off Time, you will be removed from the Plan but still receive a cash dividend in respect of that dividend. However if your sale or transfer is registered after the Cut-Off Time, you will receive additional shares under the Plan in respect of that dividend.

Upon receipt by the Company's registrar of proper notice of the shareholders death, bankruptcy, or mental incapacity (or in the case of a corporate shareholder of such body being placed in liquidation) participation in the Plan will cease, unless otherwise agreed in writing by the Plan Provider. A legal representative such as an executor whose details have been registered with the registrar of the Company will need to submit a new Application to join the Plan.

Any fractional cash balance remaining will be dealt with as detailed in clause 7 of these Conditions.

10. WHAT ARE THE TAX IMPLICATIONS?

If you are in any doubt as to your taxation position, whether in relation to the receipt of a dividend or arising from your purchase of shares under the Plan, you should contact a suitably qualified professional adviser. Tax legislation can change from time to time. Please note that there is the possibility that other taxes or costs may exist that are not paid through the Plan Provider or imposed by it.

You will be liable to income tax on dividends reinvested under the Plan as if you had received a cash dividend and arranged the purchase of additional shares yourself.

United Kingdom resident shareholders may, depending on their circumstances, be liable to capital gains tax on chargeable gains arising from a sale or other disposal of the shares. Shareholders resident in other jurisdictions should take their own local advice on the tax consequences of buying, holding, and disposing of shares. Please

note that your tax treatment depends on your individual circumstances and may be subject to change in the future.

11. IMPORTANT NOTE

The value of shares and the income from them can fall as well as rise and you may not get back the amount of money you invest. Past performance is not a guide to future performance. This arrangement should be considered as part of a diversified portfolio. No information provided in this document should be regarded as a recommendation to buy, sell or hold shares. You should note that the price of shares may change significantly between the time you decide to join the Plan and the date the shares are purchased.

In certain situations, for example where a trade takes longer to settle than originally anticipated, we may find ourselves holding safe custody assets, as defined by the FCA rules, for you for a short while in respect of the Plan. If this happens, we will hold such assets in a way that ensures that they are adequately protected for you in the event of our failure, such as undertaking regular reconciliations of the assets we are holding for you and registering such assets in the name of our wholly owned nominee company to ensure these are clearly segregated from our own assets for the temporary period that they are in our custody.

Due to the minimum charge, the Plan may not be cost effective for all Participants. For example, for shareholders in receipt of very small dividends, it is possible that in certain circumstances the administration charge may be more than the value of the shares purchased through the Plan. If you are in any doubt as to the action you should take, please seek advice from a suitably qualified adviser who is authorised pursuant to the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from an appropriately authorised or recognised adviser, should you be resident elsewhere.

In providing the Plan to you in relation to the Company's shares, which are traded on a regulated market, the Plan Provider is not required to assess the suitability of the instrument or the service provided, or offered to you and, as a result, you will not benefit from the protection of the FCA rules on assessing suitability. Therefore, the Plan Provider will not assess whether:

- (i) the relevant product or service meets your investment objectives;

- (ii) you would be able financially to bear the risk of any loss that the product or service may cause; or
- (iii) you have the necessary knowledge and experience to understand the risks involved.

The Plan Provider is also not required to assess the appropriateness for you of the Plan or any transaction connected to the Plan.

12. COMMUNICATIONS

Communications from us to you

Your statements, which will be made available to you quarterly during each calendar year, will be made available online via a secure designated web portal, which can be accessed from www.signalshares.com. If you joined the Plan prior to 1 January 2018 and elected paper communications, we will continue to send your statements via post unless you tell us otherwise. Further details around your statements are set out in clause 7.

All documents sent by post or electronic means are sent at your risk and neither the Plan Provider nor the nominated broker will be liable for any failure to receive any document.

All communications will be sent by us to your last email address that you have notified to us or to your physical address registered on the Company's share register (in the case of joint holders, this will be the email address or physical address of the first-named holder). Communications sent to you by email will be treated as received by you at the time the email is evidenced as sent by us on a Business Day. All communications sent to you by post will be treated as received by you on the second Business Day following the day they were sent in the case of an address in the United Kingdom, or on the fifth Business Day following the day they were sent in the case of an address outside of the United Kingdom. It is the responsibility of any joint holder who has been sent the communication to inform and account to the other joint holders.

You are responsible for keeping your contact details up-to-date, by notifying us in writing of any change of name, your email address, your physical address, and your bank account details. You must also provide us with the supporting documentation where

required (e.g. in the case of a change of name, the deed poll or marriage certificate).

If you have elected to receive electronic communications, by sending to your email address a link to our website, we will have discretion to use that website to inform you of matters concerning the provision of the Plan, including any amendments to these Conditions. This may include any changes to our fees and charges, and you will be deemed notified of such changes upon being emailed the link to our website.

All communications in relation to the Plan will be in the English language.

Where we feel that this is appropriate, we would like to write to you (or email you) with marketing information. Please note this would be different to sending you communications relating to the Plan. This marketing information will cover:

- LMSTL products and services we believe may be of interest to you such as our share dealing services, nominee services, international payment services, services in relation to initial public offerings and services which complement or are similar to this Plan; and /or
- Selected products and services from third party businesses we know and trust. This means services from other companies in our group as well as other companies outside our group in relation to financial education, corporate actions such as initial public offerings, investment and saving products (eg. ISAs, SIPPS and other financial products), international payment services and services which complement or are similar to this Plan.

We may also contact you to obtain your feedback on our products and services, for example, through surveys.

If you wish to give consent to receive, from us, by **POST OR EMAIL**, the marketing communications and requests to participate in surveys described above (i.e. about our own products/services and about the products/services of the other people we have described to you) please tick the appropriate box on the Application Form.

You can withdraw your consent at any time by contacting us using any of the methods

set out below or by contacting us at shares@linkgroup.co.uk or at **Link Asset Services, DRIP, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU**. As soon as possible after receiving your withdrawal we will remove you from our marketing databases. You would need to write separately to the third parties using the unsubscribe link in their emails if you want to stop their own marketing to you.

Communications from you to us

You may communicate with us by email shares@linkgroup.co.uk or via a designated web portal as notified by us from time to time. All communications between you and us, pursuant to these Terms and Conditions, must be in English. You can also call us on (+44) (0) 371 664 0381.

If you wish to write to us by post, you may do so at the following address:

Link Asset Services, DRIP

**The Registry, 34 Beckenham Road,
Beckenham, Kent, BR3 4TU**

In all communications with us, you should quote:

- the name of the Company you are purchasing shares in through the Plan;
- your full name; and
- your Investor Code (which can be found on your personal statement).

We shall be entitled to act upon any instructions or orders transmitted using your Investor Code or which we reasonably consider to be genuine. We do not have to establish the authority of anyone quoting or using your Investor Code in any communications provided that we have acted with all due care in accepting such communications. We may (in our sole discretion) accept communications which do not quote or use an Investor Code if we reasonably consider such communication to be genuine. We shall not be liable for forged or fraudulent instructions. If you are aware or suspect that your Investor Code is no longer confidential or any of your other details have been used by another person in communications regarding your participation in the Plan then you should contact us as soon as possible.

You will be responsible for all instructions to us in respect of your participation in the Plan and for the accuracy of all information given to us.

13. OTHER TERMS AND CONDITIONS OF THE PLAN

All purchases of shares under the Plan will be made for you, on an "execution only" basis. This means that we will receive share dealing orders from you and transmit these orders on your behalf to an authorised broker to execute. The Plan Provider will comply with its regulatory obligation to act in your best interests when placing orders on your behalf for execution. The Plan Provider will place the order with an authorised broker of its choice. The Plan Provider uses a number of brokers for this service, and will rely on these brokers to take all reasonable steps to obtain the best possible result when executing orders, in accordance with our Best Execution Policy (described further under clause 5) and the rules of the FCA.

In accordance with FCA rules, the Plan Provider has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients.

The Plan Provider will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy. This Conflicts of Interests Policy provides that the Plan Provider will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then the Plan Provider may, as a measure of last resort where we are not able to ensure, with reasonable confidence, that the risk for damage to your interests cannot be prevented, seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. The Plan Provider will provide full details of the Conflicts of Interest Policy upon receipt of a written request from you.

In respect of the purchase of shares, settlement will be effected by means of a delivery versus payment transaction (commonly referred to as DvP) within CREST. In order to effect a delivery versus payment transaction, your shares/ monies (as applicable) will not benefit from the protection provided under the FCA client money and custody rules. We will hold your shares/ monies outside of such protection for

no longer than the duration provided for, and in accordance with, the FCA Rules.

The main business of the Plan Provider is the provision of administration, share dealing, trustee, nominee and ancillary services.

14. INDUCEMENTS

As part of providing our service to you, we may give or receive acceptable reasonable minor non-monetary benefits. These are benefits which are capable of enhancing the quality of service provided to you; of a scale and nature that could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in your best interests; and reasonable, proportionate and of a scale that is unlikely to influence our behaviour in any way that is detrimental to your interests. Such benefits would usually comprise hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events.

15. VARIATION/ CANCELLATION OF THE PLAN

The operation of the Plan is subject always to the discretion of the Plan Provider. In the event that the Plan cannot be applied to a dividend, your cash dividend will be paid to you.

The Plan may be suspended or terminated at any time if it becomes necessary to do so. If this happens, notice will be given to all Participants as soon as is reasonably practicable.

The Plan Provider may terminate this agreement with you if you do not satisfy the eligibility criteria set out in clause 3, including, without limitation, if you cease to be a resident in the European Economic Area (EEA) (unless otherwise agreed with the Company and provided that (a) you are always satisfied that your participation in the Plan is permitted under the laws of your country of residence, and (b) you are not resident in a jurisdiction that will impose any legal or regulatory procedures or compliance obligations on us or the Company).

If you join the Plan after 1 January 2018, the Plan Provider may terminate this agreement if you fail to provide an email address or bank account details and keep this information up to date with us in accordance with clause 8.

The Plan Provider may change these Conditions (including the charges and fees) in the future for the following reasons:

- (i) to reflect reasonable changes in the way it operates the Plan (for example, at the request of the Company or because of changes to the Plan Provider's system capabilities or administration procedures);
- (ii) as a result of new services which the Plan Provider may make available to you;
- (iii) to take account of any corporate restructuring within the Link Asset Services group of companies;
- (iv) where reasonably required as a result of changes in market conditions or market practice;
- (v) to take account of changes or anticipated changes to, or to comply better with, applicable laws or the interpretation of those laws, regulatory requirements, industry guidance or codes of practice that it follows, or the way that it is regulated;
- (vi) to reflect a decision or recommendation of a court, ombudsman, regulator or similar body which is relevant to it or to the Plan;
- (vii) to reflect changes in tax rates;
- (viii) to take account of, in a proportionate manner, the cost to it of providing the Plan;
- (ix) to protect it against misuse of the Plan;
- (x) to prevent fraud or to enhance the security of the Plan or Participants; or
- (xi) to make these Conditions easier to understand, fairer to you, or to correct mistakes.

The latest version of these Conditions can be found by accessing your account via the share portal on our website at www.signalshares.com. If you do not have access to the share portal please contact us (details in the introduction of this document)

to request a copy of the latest Conditions. The Plan Provider will where possible give you at least 30 days' prior notice of any change that is to your disadvantage. If you receive such a notice (which includes notice via email) and do not agree with the proposed change, you may terminate this agreement at any time without charge (see clause 9 above).

Any change will be deemed to have been accepted by you if you have already instructed the Plan Provider to trade on your behalf after the change has taken effect.

16. CLIENT MONEY

Any money held for you by the Plan Provider is classified as Client Money and will be held with money held for other Participants in a client bank account with an approved bank as required by the FCA. The money will not be used by the Plan Provider in any transactions other than those required by the Participant in accordance with the Conditions. Client Money will be pooled with that held on behalf of other Participants and we will not pay any interest on such amounts at any time. The Plan Provider will not be responsible for any acts or omissions by the banks.

It should be noted that, whilst the cash balance for each Participant will be recorded separately, should there be a default or failure of any person (other than the Participant) such as but not limited to either the Plan Provider or a bank which results in a pooling event, all Client Money bank accounts held by the Plan Provider may be pooled. The funds may then be distributed on a pro rata basis to all participants which could result in each Participant receiving less back than that which is held on their behalf before such an event.

Money will cease to be Client Money when it is paid to, or to the order of, the Participant or to the designated charity. However the Plan Provider is obliged to continue to treat as Client Money any sums drawn in favour of or to the order of the Participant by cheque or other payable order until this is presented and paid by the Plan Provider's bank.

Any cash balance of £3.00 (or equivalent) or over will be returned to you in any of the following circumstances:

- if you withdraw from the Plan;
- if you sell or transfer your entire shareholding;

- if the Plan Provider receives proper notice of a Participant's bankruptcy or mental incapacity;
- if the Plan Provider receives proper notice of a corporate shareholder who is a Participant being placed in liquidation; or
- if the Plan Provider terminates the Plan and there is no relevant plan to be provided by a third party.

If the Plan Provider receives proper notice of a sole shareholder's death, any cash balance of £3.00 (or equivalent) or over will be returned to the deceased's estate.

Any cash balance of £2.99 (or equivalent) or less will be donated to a registered charity of the Plan Provider's choice if any of the events described above occur. Partial disposal of your shareholding will not invalidate your participation in the Plan but as a consequence it will reduce your dividend and therefore the number of shares that can be purchased for you. Any claims made to receive balances of £2.99 (or equivalent) or less will be honoured.

You agree that we may pay away any unclaimed client money and/ or unclaimed custody assets to charity in accordance with the FCA Rules. We undertake to make good any valid claim which may subsequently be made against any unclaimed client money and/ or unclaimed custody assets paid to charity in this way and reserve the right to request such evidence as we feel reasonably necessary to confirm the identity of the person claiming these funds in order to validate any claim prior to settlement in respect of funds. Subject to clause 19, we will not be liable for any losses or claims for interest whatsoever in respect of such amounts, unless such losses or claims were caused by our fraud, wilful default, negligence or breach of the FCA Rules.

17. CLIENT CLASSIFICATION

Each Participant will be classified as a Retail Client. A Participant may request to be treated as a different categorisation of client, meaning that you will receive less regulatory protection, however we have no obligation to accept such a request. These Conditions and the Application will form the agreement between you and the Plan Provider.

18. DATA PROTECTION

As part of providing the Plan, we collect the following personal information:

- a) name, address, email address, telephone number and other contact details which you provide us with on completing your Application;
- b) bank account details or other payment or financial information which you provide us with on completing your Application;
- c) a record of any correspondence you have with us, including certain telephone calls which we may be legally required to record (but we will inform you at the beginning of the telephone conversation if recording will be necessary);
- d) information which you provide to us as part of, or contained within, any supporting documentation provided to us in accordance with clause 8 of the Conditions or where reasonably requested by us in accordance with clause 8 of the Conditions;
- e) information reasonably requested by us in accordance with the Conditions such as death certificates, marriage certificates, grants of probate and proof of identity and address;
- f) where required by us in accordance with the Conditions, scanned or photocopied images of passports, driving licences and utility bills;
- g) where you use our web portal, as part of the security questions and answers submitted, your mother's maiden name and your user name combined with your passwords; and
- h) any personal information provided to us by the Company.

Each time you use our websites, including our web portal (which can be accessed from www.signalshares.com), we will automatically collect certain technical information, including the type of browser you use, the 'Internet Protocol' (IP) address used to connect your computer to the internet, and information about your visit, including the full 'Uniform Resource Locations' (URL),

clickstream to, through and from our sites, traffic data and other communication data, the resources that you access, and the information derived from the cookies we place on your mobile device and/or computer.

We collect this information in order to provide the Plan to you, and to deal with your enquiries and requests connected with the Plan, and our use of your information is required for the purposes of entering into our contract with you and on an ongoing basis pursuant to our contract with you.

In addition, we are required by law to obtain "know your client" information in order to verify the identity of our customers and this includes certain personal information.

We will use the information we hold about you for the following purposes:

- a) to provide you with the Plan, products, and/or information you request from us;
- b) to check your identity;
- c) to assess any application you make to participate in any service we provide;
- d) so that we can communicate with you as necessary, including answer questions raised by you;
- e) to carry out analysis about our services and how we might improve them;
- f) to notify you about changes to our services;
- g) to maintain records of your personal details, transactions and instructions;
- h) to process the purchase of shares on your behalf;
- i) to transfer your money and shares on or around a dividend payment date to enable the required purchases and individual allocations to take place;
- j) to create and send you share purchase advice notes and the accompanying certificates where required;

- k) to create and send you cash statements;
- l) to record on your account information or orders from third parties and regulatory authorities, and where required, to record your death, bankruptcy, liquidation, or mental incapacity and documents such as grants of probate and letters of administration;
- m) to record markers on your account to signify return of post from previous correspondence to you;
- n) to comply with applicable laws;
- o) any other processing activity which is strictly necessary for the processing of personal data in accordance with the purpose for collection and processing identified in the paragraph above, and in accordance with your instructions; and
- p) to write to you (or email you) with marketing information where you have consented to receive this in accordance with clause 12 of the Conditions.

You agree that we may:

- a) record all telephone conversations between you and us; and
- b) use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us.

Recordings or transcripts made by us may be destroyed under our normal practice, although will be retained for the period of time required under the FCA Rules. We may deliver copies or transcripts of such recordings to any court or regulatory body. Telephone recordings or copies of transcripts of our recordings with you are available to you upon request. Charges may apply.

We strongly recommend that you keep your own records of all communications between you and us (such as instructions and orders) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.

We will only disclose your personal information in accordance with applicable laws and regulations. We will disclose your information to the following third parties:

- a) the Company, nominee, the Company's registrar, Euroclear UK & Ireland Limited (if entitled to such information), all of which may disclose the information to any person with legal or regulatory power over them such as regulatory, tax or governmental authorities as appropriate;
- b) any person with legal or regulatory power over us (such as the Financial Conduct Authority, police or the Serious Fraud Office that may require disclosure on legal grounds;
- c) service providers engaged by us to help us run our business and provide the Plan. Such service providers will include, for example, cloud storage providers (engaged by us to provide electronic storage facilities for our business data and your information), brokerage firms (engaged by us to facilitate deals in securities you instruct us to undertake), printer and mail firms (engaged by us or the Company to facilitate the printing and mail-out of communications and documents relating to the Plan) and providers of data protection risk management platforms and reporting tools (engaged by us to record and monitor data protection governance, risk and compliance in accordance with the best practice risk management procedures);
- d) any replacement Plan Provider; and
- e) any member of the "Link Group" which means our subsidiaries, our ultimate holding company and its subsidiaries (from time to time) as necessary to provide the Plan and comply with our obligations under applicable laws.

Some of these third parties (including Link Group subsidiaries and service providers) may be outside of the European Economic Area (EEA). We will ensure that any such subsidiary or service provider has put in place adequate safeguards to ensure that your information is held securely and in accordance with these Conditions.

We store the information you provide about yourself in a secure database and take appropriate security measures to protect such information from unauthorised access. For example, we have adopted internal data protection procedures and trained our staff on them with a view to preventing breaches of security. All exchanges of information between you and our web portal go through encrypted channels in order to prevent interception of your information.

We generally hold your personal data on our systems for as long as is necessary to perform our role under these Conditions. This is ordinarily 6 years from the date of termination of these Conditions and the Plan we provide to you in accordance with clause 15, in order to allow us to comply with our regulatory obligations.

You have the following rights in relation to how we use your information. If you would like to exercise these rights please contact us using the contact details listed at the beginning of the Conditions.

- a) Right of access – you have the right to know if we are using your information and, if so, about how we are using it.
- b) Right of rectification – you have the right to require us to rectify any errors in the information we hold about you.
- c) Right to erasure – you have the right to require us to delete your information if our continued use is not justified.
- d) Right to restrict processing - in some circumstances, although you may not be entitled to require us to erase your information, but may be entitled to limit the purposes for which we can use your information.
- e) Right of data portability – you have the right to require us to provide you with a copy of your information in a commonly used machine-readable format or to transfer your information directly to another controller (e.g. a third party offering services competing with ours).

Questions, comments and the exercise of your rights regarding this notice and your information are welcomed and should be addressed to the Data Protection Officer by email at lsmdpo@linkgroup.co.uk or by post

to the Data Protection Officer, Dividend Reinvestment Plan, Link Market Services Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, quoting your full name and address, the name of the Company and your Investor Code which may be found on your personal statement.

If you wish to make a complaint on how we have handled your personal information, you can contact our Data Protection Officer. If you are not satisfied with our response or believe we are processing your personal information not in accordance with the law you can complain to the supervisory authority in the UK responsible for the implementation and enforcement of data protection law: the Information Commissioner's Office (the "ICO"). You have the right to complain to the ICO about our collection and use of your information. You can contact the ICO via their website – <https://ico.org.uk/concerns/> - or by calling their helpline – 0303 123 1113.

19. TRANSFER AND SUB-CONTRACTING

The Plan Provider may at any time transfer all or some of its rights and obligations under these Conditions to any person (the "**Transferee**") who:

- (i) is authorised by the FCA and agrees to hold your cash balances accrued under the Plan (if any) in accordance with the requirements of the FCA Rules on client money; or
- (ii) in the reasonable opinion of the Plan Provider (after exercising all due skill, care and diligence), is able to apply adequate measures to protect your cash balances accrued under the Plan (if any).

Such transfer will be given effect by the Plan Provider and/ or the Transferee sending a notice of transfer to you specifying the date (the "**Transfer Date**") on which the Transferee will assume such rights and obligations under these Conditions. Such notice of transfer will be given to you at least 30 days prior to the Transfer Date. You may elect to leave the Plan during this 30 day notice period, in which case no charge will be payable by you to the Plan Provider in facilitating your exit from the Plan. The transfer will not affect any rights you may have against the Plan Provider which relate to the period prior to the Transfer Date. With effect from the Transfer Date:

- (i) the Plan Provider may transfer to the Transferee (or its nominee) all of your client assets (if any), your client monies (if any) or any information (including personal information) it holds on your behalf, or otherwise arising under these Conditions;
- (ii) these Conditions (as amended from time to time) shall be treated for all purposes as having been entered into between you and the Transferee in substitution of the Plan Provider; and
- (iii) the Plan Provider shall be released and discharged from all of its obligations and liabilities arising howsoever under these Conditions.

The Plan Provider may also choose to subcontract any of its duties to any company within the Plan Provider's group. If it does so, the Plan Provider will remain responsible to you for the performance of its duties under these Conditions.

20. UNFORESEEN CIRCUMSTANCES

The Plan Provider will not be liable for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond its reasonable control (for example, because of failure of its or another person's computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accident, vandalism, malicious damage, war or terrorism). The Plan Provider will, where possible, take such reasonable steps as it can to provide its services under the Plan as soon as possible following any delay or failure.

21. LIMITATION ON LIABILITY

The Plan Provider accepts no liability for any loss resulting from a delay in taking action where such delay is caused by your delay or failure to provide information, materials or data reasonably requested by the Plan Provider or regulatory authorities.

The Plan Provider is not acting as agent for the Company and is not responsible for any acts or omissions by the Company or those of the Company's agents.

The Plan Provider will not be required to expend or risk its own funds in buying shares

or otherwise incur any financial liability in the performance of any of its duties.

The liability of the Plan Provider to you under these Conditions is limited to any losses directly associated with the act or omission of the Plan Provider that gave rise to the liability. The Plan Provider will not be liable for any other damage or loss suffered by you which it could not have foreseen (for example, the loss of an alternative investment opportunity as a result of any delay in terminating your participation in the Plan).

You should make sure that you keep your personal identification details safe. If you do not take reasonable steps to keep your identification details secure, or fail to tell the Plan Provider as soon as possible if you believe your identification details have been wrongfully obtained by someone else, the Plan Provider will not be liable to you for any losses you may suffer as a result, provided that the Plan Provider has acted with reasonable care. The Plan Provider can assume that instructions which appear to come from you are genuine unless it could reasonably have been expected to realise that they were not.

If you believe that someone else has wrongfully obtained any of your Identification Details, you should notify the Plan Provider as soon as possible using the contact details at the beginning of this document.

Nothing in these Conditions excludes or limits any liability of the Plan Provider for:

- a) death or personal injury caused by the Plan Provider's negligence;
- b) any losses or expenses suffered as a direct result of fraud on the part of the Plan Provider; or
- c) any liability which cannot be excluded or limited by law or by the FCA rules.

22. GOVERNING LAW

English law will apply to these Conditions. The English courts will have exclusive jurisdiction in relation to these Conditions.

These Conditions together with the Application constitute the entire and only agreement between you and the Plan Provider relating to the provision of the Plan and supersede any previous agreements or representations in respect of the Plan.

If you think that you have reason to make a complaint, please contact us using the details at the beginning of this document. Please ensure you include the name of the Company and your investor code with any correspondence.

Your complaint will be fully investigated and a full resolution sought. If you are unhappy or dissatisfied with our handling or findings in relation to your dispute or complaint, you may be able to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

You can find additional information at www.financial-ombudsman.org.uk.

The Plan Provider's complaints procedure is available upon request, but a copy will be provided automatically to you in the event of a complaint being received.

In the event of a dispute or complaint being notified to us, we reserve the right to take any action necessary for the purpose of limiting the amounts involved in such dispute or complaint. We will inform you if we exercise this right, which shall be without prejudice to either your rights and remedies or our rights and remedies. Any action taken by us pursuant to this clause will not be deemed to be an admission on our part. The Plan Provider is a member of the Financial Services Compensation Scheme ("Scheme"). If we cannot meet our obligations you may be entitled to compensation from the Scheme. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for a maximum of £50,000 as at the date of these Conditions. The amounts of compensation may be changed from time to time and you should check your entitlement with the Scheme. Further information about compensation arrangements is available from the Scheme. You can contact the Scheme by calling their Helpline on 0207 741 4100, logging onto their website at www.fscs.org.uk or writing to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. You may request further information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation by writing to Link Asset Services, Link Market Services Trustees Limited, Dividend Reinvestment Plans, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU or by e-mail to: shares@linkgroup.co.uk.

Schedule 1

Fees

	GBP	USD	Euro
Online/ email Communications	1% of the value of the shares purchased under the Plan (with a minimum charge of £2.99)	1% of the value of the shares purchased under the Plan (with a minimum charge of \$4.00)	1% of the value of the shares purchased under the Plan (with a minimum charge of €4.00)
Paper Communications	1% of the value of the shares purchased under the Plan (with a minimum charge of £4.99)	1% of the value of the shares purchased under the Plan (with a minimum charge of \$7.00)	1% of the value of the shares purchased under the Plan (with a minimum charge of €6.00)

