
OCTOPUS

ENTERPRISE INVESTMENT SCHEME

Octopus EIS offers a compelling opportunity for individuals looking to take advantage of the range of tax benefits provided by Enterprise Investment Schemes (EIS) but through investments that focus on capital preservation. Through this product, clients have the potential to benefit from income tax relief, capital gains tax deferral and inheritance tax relief, as well as some capital growth.

CONTENTS

Welcome	3
Octopus EIS	4–5
The Solar Opportunity	6
Track Record	7
Investment Team	8
The Investment Process	9
Tax Relief	10
Key Risks	11
Charges	12
Questions and Answers	13
About Octopus	14
What Next?	15

It is very important that you read and fully understand the risks involved with this investment so that you can decide whether it is right for you. Please remember that the value of an investment in Octopus EIS can fall as well as rise and you may not get back the full amount invested. The key risks associated with this product are explained on page 11 of this brochure. Please note that all the figures and information provided within this document are correct as at 7 November 2011.

WELCOME TO OCTOPUS

As an investor with us, you're our priority; part of a growing community of investors who have trusted us to manage their money.

At Octopus, the needs of our customers are central to what we do. From product design to investment management to customer service, we always have you in mind. In the 11 years since we launched, we have become one of the UK's leading specialist fund management companies and we've seen the number of people choosing to invest with Octopus grow to over 50,000, with funds under management now at £2.5 billion.

One of the areas where we're leading the market is in Enterprise Investment Schemes (EIS). We've developed a range of EIS products in response to customers' needs and established ourselves as the largest provider of EIS solutions in the UK, with more than £300 million invested across our EIS range. Octopus EIS provides individuals with the opportunity to invest in a portfolio of EIS-qualifying companies with a focus on capital preservation.

Octopus EIS will focus on investing in solar energy installations which benefit from the government's Feed-in Tariff (FiT) scheme. The FiT gives 25-year inflation-linked prices for electricity generated by qualifying solar power installations.

Octopus EIS is managed by a team of fund managers with specialist expertise and years of experience within the sector. You can find out more about investing in solar on page 6.



It is important that you read and fully understand the key risks involved with this investment so that you can decide whether it is right for you. These are outlined on page 11 of this brochure.

I hope that you find this brochure clear and easy to understand. We always recommend that you seek independent professional advice before you invest in any product, but if you do have any questions, or if it would help to speak to me or one of the fund managers, please call us on **0800 316 2298**.

Simon Rogerson

Simon Rogerson
Chief Executive

OCTOPUS EIS

In these uncertain economic times, investments that are highly tax efficient are among many clients' top priorities. That's where Octopus EIS comes in.

Enterprise Investment Schemes (EIS) were introduced by the government to encourage individuals to invest in small unquoted companies, which typically involve a higher degree of risk than investment in larger companies and those traded on the main market of the London Stock Exchange. Octopus EIS aims to give investors access to qualifying investments without exposing them to the volatility and uncertainty that characterises a typical EIS investment.

The current economic climate has affected many investors, reducing the value of their assets and creating uncertainty around the future return on their investments. Income tax planning has therefore become increasingly important to investors and many people are seeking investments which reduce their tax burden and can generate an attractive tax-free return.

In its 2011 Budget, the government announced plans to improve the attractiveness of small company investment to investors which included enhancements to the EIS, where for the tax year 2011/12, the income tax relief on an EIS investment increased from 20% to 30%.

The combination of tax benefits underpinned by a predictable income stream from solar power generation offers a compelling opportunity for investors. Octopus EIS has been designed to meet the needs of investors who are seeking an investment solution that provides these much needed tax benefits, and who are comfortable with the risks associated with investing in small unquoted companies.

Henny Dovland
Octopus



Providing the underlying investments made by the EIS are held for at least three years, the current tax reliefs available for qualifying investors are:

- 30% upfront income tax relief (up to a maximum investment of £500,000 per tax year)
- 100% inheritance tax relief after two years (provided the investments are held at time of death)
- Capital gains tax deferral for the life of the investment
- Income tax carry back relief – investors can claim income tax relief for the tax year in which they invest in the underlying companies, or the tax year immediately preceding the investment, or a mixture of both*
- Tax-free growth (provided income tax relief has been given and not withdrawn)

*An investor using carry back relief to the 2010/11 tax year will have an income tax relief rate of 20%.

OCTOPUS EIS

We understand how hard you've worked to build up your assets – that's why we work hard to invest in companies that focus on preserving capital.

The government has recently announced further changes to the Feed-in Tariff (FiT) for solar electricity projects, bringing forward the reduction that was widely anticipated to take effect from March 2012.

In spite of this, the falling cost of installing solar panels has enabled our strategy to survive with some modifications and we're confident Octopus EIS continues to present an attractive opportunity to participate in this asset class. The combined experience of Octopus and our in-house development team (Lightsource) means that we have already identified a significant pipeline of sites that will suit the strategy.

You won't be able to access your investment during the three year minimum holding period. Octopus EIS will offer investors the choice of exiting as soon after the minimum holding period as possible or remaining invested. At the end of this period, we will seek to refinance the solar energy asset portfolio. There is a Europe-wide market for refinancing this sort of asset. Scale will be key to refinancing, and as the largest investor into commercial scale solar, Octopus is confident that there will be significant interest in the portfolio from banks and pension funds looking to acquire the long-term inflation-linked revenue streams attached to the portfolio's assets.

Paul Latham
Octopus



However, please note that we can make no guarantee about the timing of the disposal of investments. Potential investors should be aware that EIS investments may be considered risky and are relatively illiquid as they must be held for at least three years.

“We see this investment Octopus EIS as a relatively safe way to deploy cash in a highly tax efficient fashion.”

Martin Churchill, Tax Efficient Review

THE SOLAR OPPORTUNITY

Octopus EIS offers investors the opportunity to benefit from index-linked government backed Feed-in Tariffs (FiTs), gaining access to attractive and stable revenue streams.

Following UK and European legislation, the UK government has set a target that, by 2020, 30% of all of the UK's electricity will be generated from renewable sources. The UK government then introduced FiTs which give 25 year inflation-linked prices for electricity generated by qualifying solar power systems.

The key to addressing investment risk in EIS investments is predictability of revenues (and known costs) through the underlying trade. Solar energy offers an attractive investment opportunity for investors for the following reasons:

- **A proven track record:** solar electricity is a well established technology that has been used for many years outside of the UK.
- **A predictable revenue stream:** solar energy delivers predictable volumes of energy, and therefore a visible revenue stream and return for investors.
- **It offers a long-term price for the output that accounts for inflation:** government legislation stipulates that the payments to the solar companies will remain in place for 25 years, with the amount paid increasing in line with the Retail Price Index.
- **Predictable costs:** the costs involved in setting up solar installations are incurred upfront and can be budgeted for. What's more, ongoing maintenance and monitoring costs are very low.

Matt Setchell
Octopus



LIMITED INVESTMENT TIMEFRAME

There is a unique and limited window of opportunity for investors to access the government supported returns through this combination of the FiT and EIS reliefs.

The opportunity is only open until April 2012, as the government has announced that companies benefiting from the FiT will not be eligible for the EIS where they commence electricity generation after 5 April 2012.

As investment must be in place and connection to the grid completed before the deadline, Octopus EIS will close before 5 April and may, depending upon inflows, close earlier. For latest information please contact Octopus on **0800 316 2298**.

TRACK RECORD

Octopus is one of the UK's leading investors in the solar sector and, with our solar partner, Lightsource, we've deployed £90 million into solar projects since the start of 2011.

Our experience and track record in delivering commercial scale solar farms gives us a competitive advantage. With solar investments by EIS companies only available until April 2012, the ability to deliver solar projects on time and to budget is vital.

Octopus investors should feel confident that we are able to maximise this investment opportunity on their behalf, and a strong portfolio has already been identified.

“Perhaps the greatest reassurance is that Octopus has demonstrated, in what is a new market for the UK, that they can identify and construct significant solar capacity in short order.”

Martin Churchill, Tax Efficient Review

TRACK RECORD - SOLAR INSTALLATIONS					
Site name	Location	Site area hectares (ha)	Capacity (MWp)	Solar panels (approx)	Estimated CO ₂ savings (tonnes)
Howbery	Oxfordshire	1.80	0.75	3,000	364
Wheal Jane	Cornwall	2.90	1.42	5,700	767
Sandhill	Somerset	4.60	1.93	7,900	986
Hawton	Nottinghamshire	14.60	4.88	21,700	2,309
Benbole	Cornwall	2.64	1.74	7,100	894
Moor Solar 1	Spalding	4.90	1.67	7,000	861
Moor Solar 2	Spalding	2.51	1.07	4,550	506
Promens	Suffolk	1.76 (rooftop)	1.65	7,600	781
Wilburton	Cambridgeshire	15.20	4.99	19,200	2,510
Howton Farm	Cornwall	10.52	5.00	17,800	2,573
Marston	Lincolnshire	12.18	4.51	16,100	2,210
Dunsfold	Surrey	6.26	2.00	8,500	969
Manor Farm	Somerset	2.40	0.76	3,300	403
Totals		82.27	32.37	129,450	16,133

All installations were developed by Lightsource, using funding from Octopus.

INVESTMENT TEAM

The Octopus investment team has significant experience in making solar investments from funds raised by EIS.

The Octopus team will work closely with our solar partner, Lightsource, in sourcing investments and providing ongoing project management, installation and operational services to investee companies. Lightsource is an experienced developer and operator of solar projects and the combined Octopus and Lightsource teams have already deployed £90 million into solar projects this year. No other UK investor has been able to invest in as many commercial scale solar installations.

MARIO BERTI

Mario joined Octopus in 2010 to lead the specialist finance team, which currently has over £800 million in funds under management and 12 investment managers overseeing a diverse range of investments. Mario chairs the team's investment committee and is responsible for evaluating potential investments to ensure they meet the funds' investment mandates.

MATT SETCHELL

Matt is responsible for the specialist finance team's renewable energy investment strategy. In this role he has led the negotiations that resulted in Octopus entering into partnership with Lightsource. Matt is also responsible for sourcing and completing deals in other renewable energy technologies.

KAT JOHNSTON

Kat joined the specialist finance team in early 2011 and is responsible for sourcing and completing deals in renewable energy technologies. Having started her career at IBM, Kat has spent the last eleven years working in the solar photovoltaic industry with Solar Century, a leading solar energy company specialising in solar panels and photovoltaic systems.



Mario Berti
Octopus

SIMON PICKETT

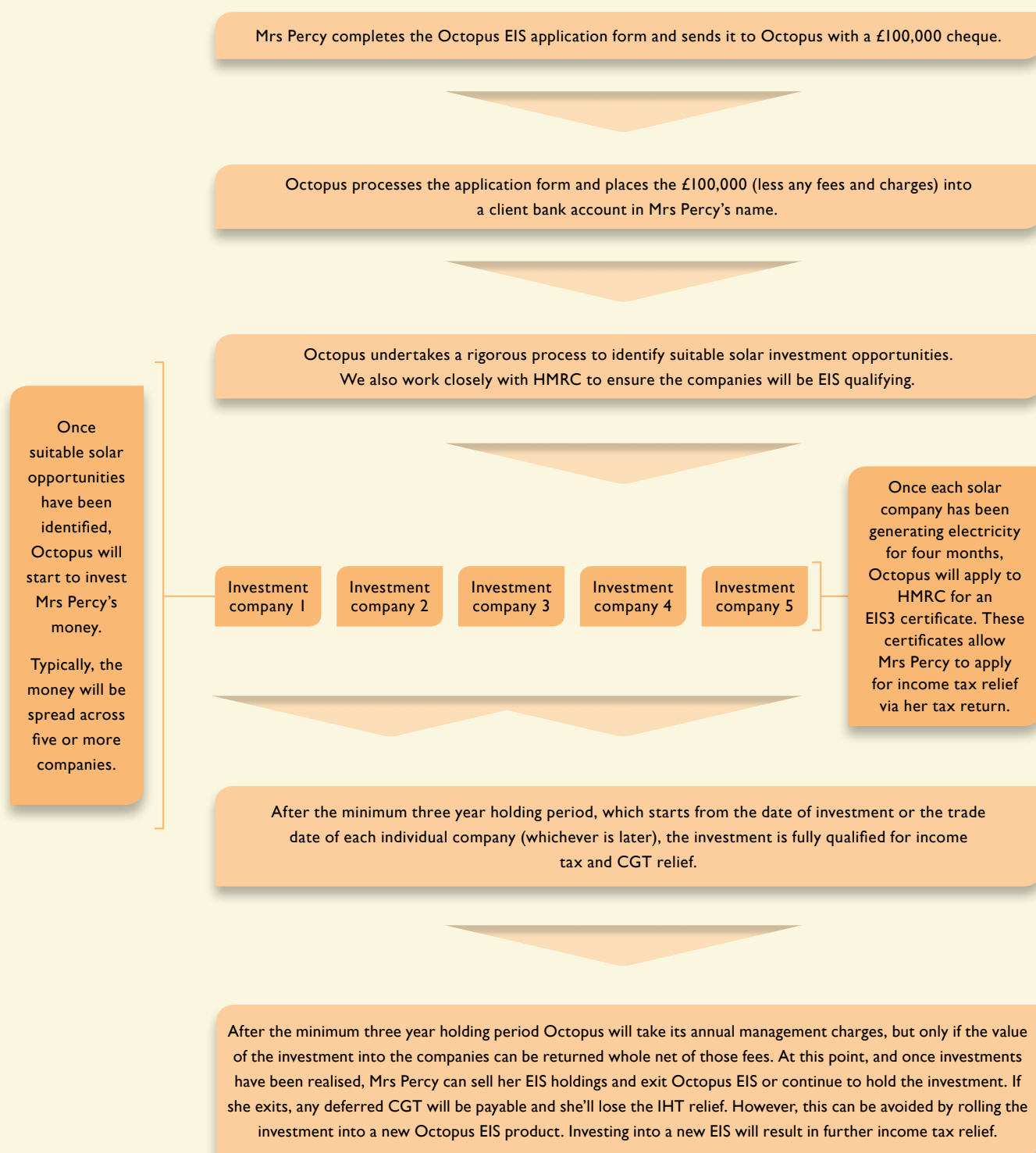
Simon is responsible for sourcing and structuring investments across a broad spectrum of sectors with a particular focus on renewables. Simon has been integrally involved with the investment of the large scale UK solar portfolio and is leading the development and investment of the <50kWp installations.

JOE HARTMAN

Joe is responsible for sourcing and structuring investments across a broad spectrum of sectors with a particular focus on renewables. He has been integrally involved with the investment of the large scale UK solar portfolio, is coordinating the refinancing process of this portfolio and is leading the investments into international solar and other renewable energy technologies.

THE INVESTMENT PROCESS

We've put together a diagram to help explain how the investment process works. If you have any questions or would like further information on any stage of the process, please call us on 0800 316 2298.



TAX RELIEF

We always work closely with your financial adviser to ensure your tax benefits are delivered in a timely manner, and that we keep you updated throughout the process.

Octopus EIS is a discretionary portfolio service and is not a pooled investment or fund. The investments within Octopus EIS will be held by us as nominee on your behalf. Tax reliefs and deferrals are generated as and when your money is invested in qualifying companies. Due to the change in EIS rules, it is expected that the Fund will be fully invested before the end of the 2011/12 tax year. Tax relief is available on the amount invested into the underlying companies, after initial charges.

CLAIMING YOUR TAX RELIEF

The relevant date for income tax relief, from a tax year perspective, is the date on which investments are made into each of the qualifying companies, rather than the date on which you invested into the product.

After the companies into which you have invested have been generating electricity for a period of four months, we will apply to HMRC for permission to issue you with an EIS3 certificate for each of the investments. This certificate enables you to claim your income tax relief and capital gains tax deferral.

Neil Buckland
Octopus



Although Octopus cannot guarantee the speed at which the EIS3 certificates will be issued, we promise to work with the investee companies to try to minimise delays and we commit to keeping you informed throughout the process.

A realistic expectation would be receipt of your certificate 8 to 12 months after your date of application. Receipt of the certificate however doesn't affect the relevant tax year for the claim. That is determined by the investment date.

KEY RISKS

Investing always means taking some element of risk – we're here to help you understand what that means for your money.

This investment product may not be suitable for all investors. Potential investors are recommended to seek independent tax and financial advice before investing. Please note that Octopus is not able to provide you with advice about whether you should invest in this product.

- **Investment risk:** as Octopus EIS invests into small unquoted companies your capital is at risk and the investment return is not guaranteed.
- **Liquidity:** you should be prepared to leave the investment intact for at least three years from the commencement of trade. We will not be able to arrange liquidity in the underlying investments during the three year period.
- **Taxation:** rates of tax, tax benefits and allowances described in this brochure are based on current legislation and HMRC practice and depend on personal circumstances. These may change from time to time and are not guaranteed.
- **Qualifying investments:** we will invest in companies which we reasonably believe to be EIS qualifying companies at the time of investment but please note there is no guarantee that such companies will remain EIS qualifying companies at all times thereafter, or that EIS tax reliefs will be available to investors. A failure of a qualifying company to meet the requirements of EIS legislation could result in the withdrawal of EIS tax benefits that have already been obtained and the requirement to repay any rebated tax. There is no guarantee as to the timing of the availability of the EIS3 certificates that are needed in order to claim EIS tax benefits.
- **Business Property Relief:** the nature of the activities undertaken by the companies in which we invest will also qualify for Business Property Relief (BPR). Unlike the EIS tax benefits, it is not possible to obtain any assurance from HMRC that a certain company will qualify for this relief; it is assessed by HMRC on a case by case basis at time of death of the investor as part of the probate process. The proportion of the investment that is deemed to qualify at that time, assuming it has been held for at least two years and is still held at time of death, can be passed to beneficiaries free of inheritance tax. The two year time frame commences when HMRC deem the investment has become BPR qualifying which may be later than the investment date.
- **Investment performance:** there is no guarantee that Octopus EIS will achieve its objectives. We can make no guarantee of investment performance or the level of capital gains or income that will be generated.
- **Renewable energy specific risks:** the revenue stream is dependent on the legislation set up in the 2008 Energy Act and subsequent updates. Changes to this legislation may affect the returns.
- **Diversification:** Octopus EIS may invest in only a small number of companies and all investments may be in one sector. Therefore, there may be limited diversification which could increase the risk for investors.

CHARGES

We try to make our products and charges crystal clear, but if you have any questions please call us on **0800 316 2298**.

INITIAL FEE

There is an initial charge of 5%, which will be deducted from the amount invested. Of this, 2.5% may be payable to your financial adviser if you have one. Please note, the 5% initial charge will affect the performance of your investment in the early years. If appropriate, your financial adviser will receive annual trail commission of 0.5% of the value of your initial investment (paid out of our fees). Such fees may be subject to VAT.

ANNUAL MANAGEMENT FEE

There is an annual management charge of 2% plus VAT of the value of your portfolio. We will defer collection of this fee for the first three years of your investment and will only collect it if the value of your initial investment into the companies (amount on application less initial charge) can be returned after deduction of those fees in whole or in part.

OTHER FEES

Octopus retains the right to charge arrangement, exit and monitoring fees to the unquoted companies in which Octopus EIS invests. The costs of all deals that do not proceed to completion will be borne by Octopus.

QUESTIONS AND ANSWERS

If you have any questions, or if you would like to speak to one of the fund managers, please call us on 0800 316 2298.

HOW DO I CHECK THE PROGRESS OF MY INVESTMENTS?

A valuation report will be sent to you every six months, but you can call us at any time.

CAN I WITHDRAW MONEY FROM OCTOPUS EIS?

As Octopus EIS invests in shares in unquoted companies which are not readily marketable, the timing of any realisation cannot be predicted.

As such, you should be prepared to retain these investments until Octopus EIS exits from them.

Please note that there are also potential tax consequences of disposing of your investment early. If the three year holding period (the qualifying period) for an individual investment that is sold has not been completed, the income tax relief received in respect of that investment will have to be repaid and (if applicable), a portion of any deferred capital gains liability will become payable once again. The money withdrawn will no longer be exempt from inheritance tax.

HOW DO I APPLY?

Please complete the Octopus EIS application form and send it to us along with your payment.

WHO DO I MAKE MY CHEQUE PAYABLE TO AND WHERE DO I SEND IT?

Your cheque should be made payable to 'Octopus EIS'. This cheque, along with your application form, should be sent to: Octopus Investments Ltd, PO Box 10847, Chelmsford CM99 2BU.

Alternatively, you can send us a transfer via CHAPS or BACS – please see the application form for full details.

WHAT SHOULD I EXPECT AFTER I INVEST?

We will acknowledge receipt of your application by return post.

ABOUT OCTOPUS

Octopus is built around people like you, our customers. We're happy when you're happy.

OUR CREDENTIALS

Within financial services, we have developed a reputation for quality and innovation by designing products that meet the needs of investors.

Of course, what's important is that our products bring real benefits to our customers and the industry recognition simply reflects this. We've already helped thousands of customers and we continue to welcome new investors to Octopus.

- We've been voted 'VCT provider of the year' in 2007, 2008, 2009 and 2010 and have been shortlisted for or have won 'VCT of the year' every year since 2004
- We're the largest provider of inheritance tax solutions based around Business Property Relief in the UK, and winner of the Moneyfacts 'Best tax and estate planning solution provider' award in 2009 and 2010
- We're the largest provider of Enterprise Investment Scheme (EIS) solutions, including one of the most successful EIS fund raisings ever launched
- We're the manager of the £30 million Octopus Capital for Enterprise Fund, part of the UK government's 'Real Help for Businesses Now' scheme designed to help Small and Medium Enterprises (SMEs) in the UK

Nick Morgan
Octopus



Investing with Octopus should be a simple, enjoyable experience.

WHAT NEXT?

Financial advisers regularly vote us one of the best customer service providers in the industry. We won't let them (or you) down.

If you decide to invest, please complete and return the Octopus EIS application form. If you have any questions, please contact your financial adviser in the first instance. You can call us on **0800 316 2298** or visit us at octopusinvestments.com.

If you require an application form please visit our website where all of our literature can be downloaded.

Application packs for products contain a full customer agreement. Please be sure to read through this carefully in order to familiarise yourself with the terms and conditions of investment.

We know how important making the right investment decision is, and we want you to feel comfortable and informed about investing with us. We recognise that in the current climate, many investors have concerns, so please feel free to call us at any time with your questions or queries. We're here to help and we're always happy to hear from you.



OCTOPUS EIS

Application Pack

FREQUENTLY ASKED QUESTIONS

Q: How do I check the progress of my investments?

A: A valuation statement will be sent to you bi-annually, but you can call us at any time to speak to the fund manager or one of the team.

Q: Can I withdraw money early from the Octopus EIS?

A: As a result of the lack of marketability of the shares in the investee companies, it is unlikely that it will be possible to make a withdrawal from your investment until after the three year qualifying period for each of the underlying companies is completed. Please note that if any investments are disposed of prior to the end of the three year qualifying period, you will have to repay any income tax relief received.

Q: What is the minimum and maximum I can invest?

A: The minimum investment is £25,000. There is no maximum, although income tax relief is only available on investments of up to £500,000 for each tax year in which the relief is claimed. Neither inheritance tax relief nor capital gains tax deferral are capped.

Q: Who owns the investment in the EIS qualifying companies?

A: You are the beneficial owner of shares in each company in which Octopus EIS invests. You will have a direct investment in the shares of these companies.

Q: Can I own my investment jointly with my spouse?

A: Investments in Octopus EIS cannot be jointly owned, but each spouse can make a separate investment, and each can receive income tax relief on the first £500,000 for each tax year in which the relief is claimed.

Q: How do I apply?

A: Please complete the Application Form within this document.

Q: Who do I make my cheque payable to and where do I send it?

A: Your cheque should be made payable to 'Octopus EIS'. This cheque, along with your Application Form should be sent to:

Octopus Investments Ltd
PO Box 10847
Chelmsford
CM99 2BU

Q: Can I pay by via CHAPS/BACS?

A: Yes, if you are an existing investor. Please transfer your investment to the following bank account ensuring that you **reference the payment with your name:**

Sort code: **40-03-28** Bank: **HSBC**
Account no: **22177064** Branch: **Holborn**

Q: What should I expect after I invest?

A: We will acknowledge receipt of your application by return post. Investments into qualifying companies are typically made within six months of your investment into Octopus EIS.

Q: How do I claim my tax relief?

A: Once we have invested into EIS qualifying companies and the companies have been trading for a period of four months, we will apply to HMRC for permission to issue you with EIS3 certificates. These certificates enable you to claim your income tax relief and capital gains tax deferral from HMRC.

Q: Claiming the income tax relief

A: Upon receipt of the EIS3 certificates, you should enter the amount you have invested on your tax return for the year in which you're entitled to receive the income tax relief. If you have already completed your tax return and sent it to your Tax Office, you can make the claim by completing the claim section of the EIS3 certificates and sending them to your Tax Office.

The latest date on which an investor can claim EIS relief is five years after 31 January following the tax year to which the claim relates.

Q: Capital gains tax deferral

A: Once you have received your EIS3 certificates, you can make the claim by completing the claim sections and sending them to your Tax Office (in accordance with the notes printed on the back of the certificates). You do not need to submit the claim with your tax return, but you should not send it to your Tax Office before you have submitted the tax return giving details of the gain to which your claim relates.

You will need to specify in your claim:

- the amount of the chargeable gain against which the investment is to be set
- the date on which the chargeable gain arose (if you have made two or more gains on the same day you will need to specify which gains to defer), and
- where expenditure on the shares is to be set against two or more gains, the amount of expenditure which is to be set against each gain.

Where a chargeable gain arose on the disposal of an asset you will also need to specify the nature of the asset.

Where expenditure on the shares is to be set against gains which arise at different times, you may have sent the EIS3 certificates to your Tax Office before the final gain in question arises. If so, you can write to your Tax Office to claim deferral relief in respect of any gains arising after the certificates were submitted. You should provide:

- the relevant details specified above in respect of each gain for which relief has not already been claimed, and
- the date of any earlier claim you have made for income tax relief or deferral relief in respect of the shares in question.

Q: Will the investment qualify for Business Property Relief?

A: It is likely that a portion of the investments will over time also qualify for Business Property Relief. The proportion of the investment that qualifies, assuming it has been held for at least two years and at the time of death, can be passed to beneficiaries free of inheritance tax.

If you need any help with any aspect of your application, please call us free on **0800 316 2298**.

APPLICATION PROCEDURE

Octopus EIS

SECTION 1

Please insert your full name, permanent address, daytime telephone number, date of birth, email address and national insurance number. Joint applications are not permitted but husbands and wives may apply separately and a second Application Form is provided for this purpose.

SECTION 2

Please indicate how you would like us to communicate with you.

SECTION 3

Please note that the minimum investment is £25,000. The maximum investment on which income tax relief is available is £500,000 for this tax year, or last tax year. If you invested £1 million this year, you could receive 30% income tax relief on £500,000 this year, and additional income tax relief for the other £500,000 against last year's income tax bill. Please note, the rate of tax relief available for EIS solutions changed for the 2011/12 tax year. Prior to this the rate was 20%, therefore if you carry back tax relief to the 2010/11 tax year your relief will be at the historical rate of 20%.

Please attach your cheque or bankers' draft to the Application Form for the total amount of your investment.

Please make cheques payable to 'Octopus EIS' and crossed 'A/C Payee only'. Cheques must be from a recognised UK Bank or Building Society account and your payment must relate solely to this application.

Bank transfers should be paid to:

Sort code: **40-03-28** Bank: **HSBC**
Account no: **22177064** Branch: **Holborn**

Please reference bank transfers with your surname and initials.

SECTION 4

If you are acting as Power of Attorney (POA), please include a certified copy of the Power of Attorney document and identification documents for each POA with this application, and indicate where correspondence should be sent.

SECTION 5

Authorised financial intermediaries who are entitled to receive commission should stamp and complete Section 4, giving their full name and address, telephone number and details of their authorisation under the Financial Services and Markets Act 2000. The right is reserved to withhold payment of commission if Octopus Investments is not, in its sole discretion, satisfied that the financial intermediary is authorised.

SECTION 6

Read the declaration and sign and date the Application Form.

Please send your completed Application Form and your cheque or bankers' draft to Octopus Investments Limited, PO Box 10847, Chelmsford CM99 2BU. If you have any questions on how to complete the Application Form please contact Octopus Investments on 0800 316 2298.

Application Checklist

- ✓ Please make sure that you have completed each part of the Application Form.
- ✓ Please ensure that you have provided anti-money laundering documents – a certified copy of a Passport OR certified copy of a Drivers Licence AND certified copy of a Utility Bill (not a mobile bill).

Please note, if you are acting as Power of Attorney, please include a certified copy of the Power of Attorney document and identification document for each Power of Attorney.

If you have any questions, or if you would like to speak to one of the fund managers, please call us on **0800 316 2298**.

APPLICATION

Octopus EIS

Before completing this Application Form you should read the Product Brochure marked 'November 2011' on the front cover, Customer Agreement and Application Procedure. If you have any questions, or if you would like to speak to one of the fund managers, please call us on 0800 316 2298.

1 Your Personal Details

Mr/Mrs/Miss/Other	Address
First Name	
Middle Name(s)	
Surname	Postcode
Date of Birth	Telephone (Day)
Email	Telephone (Home)
National Insurance Number	<input type="checkbox"/> I am an existing investor with Octopus

2 Investor Services

1. Would you like to receive information on other Octopus products (please tick all that apply)?
- Information about other Octopus products
 - Quarterly Octopus Newsletter
 - No thank you

2. How would you like to be updated about your investment?
- Email
 - or
 - Post

3 Your Investment

Investment Amount (minimum £25,000) £ _____

- i. I enclose a cheque or bankers' draft drawn on a UK clearing bank or building society, made payable to 'Octopus EIS', or
- ii. I have transferred the above funds via BACS/CHAPS into the Octopus EIS bank account referenced with my name.

4 Powers Of Attorney (POA)

For Powers of Attorney (POA) please send correspondence to: Investor POA Both investor and POA

Please note, if you are acting as POA, please include a certified copy of the Power of Attorney document and verification of identity documents for each POA. Please note, Octopus will need to verify the identity of all POAs who sign this form for money laundering purposes and may run credit checks to do so.

5 Adviser Details (For completion by authorised financial intermediaries only)

Company Name Clubfinance Ltd	Administrator
Mr/Mrs/Miss/Other _____	Mr/Mrs/Miss/Other Dr
First Name David	First Name Philip
Surname Scrivens	Surname Rhoden
Telephone 01442 217 287	Telephone 01442 217 287
Email contact@clubfinance.co.uk	Email contact@clubfinance.co.uk

Please provide details of your bank account so that commission can be paid to you via BACS.

Account Name	Account Number
Email for Commission Statements	Sort Code
contact@clubfinance.co.uk	

Continued overleaf

Special Instructions (including commission)

Please enter the percentage (%) commission you wish to take here, for this specific client. If left blank, standard terms will apply:

Please rebate 1.875% of our initial commission to reduce the initial charges on this investment.

Please pay 0.625% initial commission to Clubfinance Ltd.

Please pay trail commission to Clubfinance Ltd.

By submitting this application form:

- i. I agree that I have read and understood the Terms of Business for Intermediaries and that I agree to be bound by such Terms of Business;

FSA Number and Company Stamp

- ii. To the extent I am an Appointed Representative, I warrant and represent that my principal has also accepted the Terms of Business for Intermediaries.

6 Declaration

If this form is completed and signed by the investor named in Section I:

By signing this form I HEREBY DECLARE THAT:

- i. I have read and understood the relevant Product Brochure marked 'November 2011' on the front cover (or a later dated version) and the risk factors set out in it, and agree to be bound by the terms and conditions set out in the Customer Agreement;
- ii. I am applying on my own behalf;
- iii. To the best of my knowledge and belief, the personal details I have given are correct; and
- iv. I will notify Octopus if any investment is made in a company with which I am connected as defined in Sections 166, 167, 170 and 171 of the Income Tax Act 2007 or if within three years

of the issue of the relevant shares I become connected with a company invested in or receive value from such a company;

- v. I confirm I have read and understood the investment objectives of the Octopus EIS.
- vi. I consent to Octopus' best execution policy and the execution of trades on my behalf outside of a recognised investment exchange or multi-lateral trading facility.

If this form is completed and signed by an authorised financial intermediary or any other legal representative on behalf of the investor:

By signing this form on behalf of the individual whose details are shown above, I make a declaration (on behalf of such individual) on the terms of sub-paragraphs i. to vi. above.

Signature

Date

Please send the completed Application Form together with your cheque or bankers' draft to Octopus Investments Limited, PO Box 10847, Chelmsford CM99 2BU.

CLIENT SUITABILITY

Octopus EIS

As a result of FSA regulations, we are required to obtain information from you in order to assess your suitability for the Service that we provide. We are not able to commence investing your money until we have received your completed form.

INVESTMENT EXPERIENCE

Which types of shares listed below have you had personal experience in? Please tick those that apply and state the number of years of experience.

	Years of experience	In what capacity have you had this experience?
Large quoted companies	<input type="checkbox"/> _____	Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Adviser/consultant/auditor <input type="checkbox"/> Other _____
Smaller quoted companies	<input type="checkbox"/> _____	Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Adviser/consultant/auditor <input type="checkbox"/> Other _____
AIM-listed or unquoted companies	<input type="checkbox"/> _____	Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Adviser/consultant/auditor <input type="checkbox"/> Other _____
No previous shareholdings	<input type="checkbox"/>	

ADDITIONAL INFORMATION

Please state your profession (or your previous profession, if you are retired) _____

Please state your first language if it is not English _____

FINANCIAL SITUATION

Please tick one of the boxes to indicate your approximate annual net disposable income:

Above £100,000	<input type="checkbox"/>
£50,000 – £100,000	<input type="checkbox"/>
£25,000 – £50,000	<input type="checkbox"/>
Less than £25,000	<input type="checkbox"/>

Please tick one of the boxes to indicate the size of your net investable assets (typically your assets other than your house):

Above £1,000,000	<input type="checkbox"/>
£500,000 – £1,000,000	<input type="checkbox"/>
£100,000 – £500,000	<input type="checkbox"/>
Less than £100,000	<input type="checkbox"/>

Please sign and date this form to confirm that the information that you have provided is accurate to the best of your knowledge.

Full Name _____

Signature

Date

For Octopus internal use

Assessment Complete _____ Client Number _____

Signed _____ Date _____

Suitability Met _____

Signed _____ Date _____

CUSTOMER AGREEMENT

Octopus EIS

If you are unclear as to these terms and conditions, you should take independent advice.

DEFINITIONS

The definitions below are designed to assist your reading and understanding of the Customer Agreement. References to statutes, FSA Rules and any other rules or regulations shall be taken to include any amendments made to them from time to time.

Agreement or Customer Agreement

This customer agreement, completed application form and any relevant sections of the Product Brochure as mentioned within the body of this customer agreement

Application Form

The application form attached

Approved Bank

HSBC Bank plc, or such other bank appointed by us to hold client money in accordance with the applicable FSA Rules

Associate

Any holding, sister or subsidiary company of Octopus Investments and any director thereof

Business Day

A day (other than a Saturday or a Sunday) on which banks are open for business in London

Business Property Relief

A type of tax relief, provided by the Government, which can reduce inheritance tax liability

Custodian

Any entity (which may be an Associate or a third party), whom we appoint to carry out safe custody and administration (and related) services in relation to your investments

EIS

The Enterprise Investment Scheme as set out in the Income Tax Act 2007

FSA

Financial Services Authority

FSA Rules

Those rules made by the FSA for the regulation of the conduct of our business

Octopus, Octopus Investments, us or we

Octopus Investments Limited, a company registered in England & Wales under company number 3942880 and with a registered address at 20 Old Bailey, London EC4M 7AN

Product Brochure

The Octopus EIS marketing brochure in force at the time of signing this Customer Agreement

Qualifying Investment

An investment into a company which is a qualifying company for the purposes of EIS and which may also qualify in whole or part for Business Property Relief

Unquoted Companies

References to unquoted companies in the Product Brochure shall mean private companies and those quoted on AIM or Plus Markets

1. Agreement

This Agreement constitutes the contract between you and us appointing us to constitute and direct your investments in accordance with the Product Brochure. By signing this agreement you confirm that: (1) you have read and understood the Product Brochure and the Customer Agreement; (2) your investment will be operated in accordance with the terms and conditions set out in this Agreement; and (3) this Agreement shall supersede, replace and operate to the entire exclusion of any previous or other terms and conditions.

2. Regulatory Status

Octopus Investments Limited is authorised and regulated by the FSA with a Firm Reference Number of 194779. Details of our registration can be checked on the FSA's website at www.fsa.gov.uk. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS.

3. Start Date

3.1 This Agreement will come into force (and therefore we are able to our discretion to start directing your investment) on the date of receipt by us of your duly completed and signed Application form and client suitability disclosure (or if later, on the date by which we have cleared funds and have completed any compliance procedures required of us in accordance with the Money Laundering Regulations 2007).

3.2 The compliance procedures discussed at 3.1 above include requiring proof of your identity and of your address, or that of any person with legal control over the investment. Under the Money Laundering Regulations 2007, we are required to check the identity of clients. You authorise Octopus Investments to undertake an electronic search for the purposes of verifying your identity. To do so, Octopus Investments may check the details you supply against your particulars on any database (public or other) to which we have access. Octopus Investments may also use your details in the future to assist other companies for verification purposes. A record of this search will be retained. If we cannot verify your identity, we may ask you to provide, among other things, a recent, original bank statement and an original HM Revenue & Customs Tax Notification, or a copy of your passport certified by a bank, solicitor or accountant or a Client Verification Certificate from your IFA.

4. Cancellation Rights

4.1 When we first receive your Application Form, we will write to you enclosing our form of cancellation notice. If you wish to exercise your right to cancel, you must notify us in writing within 14 days of receipt of that form, by sending it duly completed to us at our address as printed in the Product Brochure.

4.2 If you exercise your cancellation rights, we shall refund any monies paid by you less any commission paid to your financial adviser, and charges we have already incurred for any service undertaken in accordance with the terms of the Agreement, although this would exclude the initial charge by Octopus stipulated in the Product Brochure. We are obliged to hold your investment monies until we have satisfactorily completed our money laundering checks.

4.3 We will endeavour to return any such monies as described at 4.2 as soon as possible. You will not be entitled to interest on such monies.

4.4 If you do not exercise this right to cancel within the requisite time period, you will still be entitled to exercise your right under clause 18 below to terminate this Agreement which is a separate right.

4.5 The right to cancel under the FSA Rules does not give you the right to cancel/terminate/reverse any particular investment transaction executed for your fund before cancellation takes effect.

5. Client Categorisation

5.1 We have categorised you as a retail client for the purposes of the FSA Rules. Irrespective of whether you could be categorised as a professional client for the purposes of FSA Rules. This categorisation has taken place based on our internal client categorisation process. Different rules and different levels of protection apply to you depending on your client categorisation, and retail clients are generally afforded the highest degree of protection.

5.2 You will receive notification of your categorisation in writing. If at any point after categorisation you wish to be re-categorised, you may do so in writing, or by telephone. Please note that whilst all requests for recategorisation will be considered, Octopus is not obliged to carry out any request.

5.3 EC Directive on Distance Marketing of Financial Services: the Customer Agreement and the Product Brochure together contain all of the disclosures that are required by legislation.

5.4 You warrant that all information that you have provided to us (including the information provided in your Application Form) is true, accurate and complete in all material respects and you have not omitted any information which may be material to the services to be provided to you. We will have no responsibility or liability to you if such information is untrue, inaccurate or incomplete in any material way. You shall notify us in writing as soon as reasonably practicable if any information you have provided requires to be updated or is no longer correct.

6. Investment Management Services

6.1 The Octopus EIS is a discretionary investment service. By entering into this Agreement, you grant to us the right to select and manage, at our discretion, Qualifying Investments which correspond with the objectives and principles for Octopus EIS, as set out in the Product Brochure. You also grant us the right following your investment date to hold the uninvested cash in a money market fund pending investment into Qualifying Investments. You acknowledge receipt of and understand the Product Brochure and the risk factors set out in it and acknowledge that Octopus has not provided you with advice about this product. You agree that investment includes risks arising from the effect of a variety of factors on the share price of a company.

6.2 It is your responsibility (on the advice of your professional financial adviser if appropriate) to keep your financial circumstances, objectives and appetite for risk under review and to assess whether the specific investment selected by you remains suitable for your needs. We shall not be liable for any losses you suffer or incur as a result of your selection (whether or not you have received advice from a professional financial adviser) and cannot and do not make any representation that this investment is suitable or appropriate for your specific needs and requirements.

6.3 Notwithstanding the generality of clause 6.1, and also to clause 13.2 below (aggregation of orders), all transactions for your investment will be undertaken in accordance with the overriding principles of 'Suitability' under the FSA Rules.

6.4 We will acquire for you investments which we reasonably believe to be Qualifying Investments at the time of acquisition (but please be aware that we give no commitment that any such investment will remain a Qualifying Investment at all times thereafter). Subject thereto, there shall be no restriction on the amount invested in any one investment, or on the proportion of your funds in any one investment, or any particular type of investment, or on the markets on which transactions are effected, unless specified in the Product Brochure or this Agreement. If we sell Qualifying Investments on your behalf, there may be tax consequences about which you should speak to your adviser.

6.5 You should be aware that investments are likely to be classified under FSA Rules as "not readily realisable". It may well be difficult or impossible to deal in such investments on a regular basis.

6.6 We may arrange to exclude practising accountants or other professional persons from any investment which their professional rules prevent them from making. Any amounts not invested for this reason will be returned to the participants concerned.

7. Investment Advice

7.1 Octopus does not give non-discretionary investment advice or tax advice. This does not mean that we shall not provide you with information on investments held within your Portfolio from time to time. If we give you information on investments or markets such as market trends, investment analysis or commentary on the performance of selected companies this should not be viewed as a personal recommendation or advice – this is for information purposes only.

7.2 Where you have submitted your Application Form through a financial adviser or other professional agent, then you warrant and represent that such person is acting as your agent and therefore we may, subject to applicable FSA Rules, accept instructions and deal with such agent rather than dealing with you directly. In that respect we may share with your agent details of your accounts with us unless you advise us to the contrary in writing. You will notify us in writing as soon as reasonably practicable if the person previously notified to us ceases to be your agent.

8. Fees and Expenses

8.1 The fees and expenses that you will bear are set out in the Product Brochure.

9. Delegation and Use of Agents

9.1 We may delegate any of our functions under this Agreement to any Associate or third party of our choosing that is competent (and if relevant, appropriately regulated) to perform such functions. We will give you written notice of any such delegation that involves the exercise of our discretionary investment management powers and will not, without your consent in writing, delegate the whole or substantially the whole of such powers.

9.2 We will act in good faith and with due diligence in the selection, use and monitoring of third party delegates.

9.3 Where we have delegated any of our functions to an Associate, we will accept responsibility for the acts and omissions of such Associate as if they were our own.

9.4 You agree that we may at our discretion delegate the provision of administration, nominee and safe custody services to such professional Custodian as we shall reasonably see fit. We may from time to time change or amend the terms of the relationship with the Custodian, including replacement thereof but such terms shall never be more onerous than those we presently have without your consent in writing.

10. Custody

10.1 The Custodian will hold all investments in your portfolio in safe custody on the following basis:

- (a) title documents to investments in respect of which such documents are issued will be physically held by the Custodian;
- (b) any registerable investment acquired for your fund will normally be registered in the name of the Custodian or its nominee company; and
- (c) any documents of title to investments in bearer form will be held by the Custodian.

10.2 Please note that investments held by the Custodian for the account of your fund may be pooled with other holdings held by the Custodian. Such investments may not be identifiable by separate certificates, other physical documents of title or equivalent electronic record and, should the Custodian default, you will share in any shortfall in proportion to your original share of any investments in the pool. On occasion, your investments may be used to settle another person's transaction, which will not affect the Custodian's record of your entitlements.

10.3 Subject only to the following, you shall retain all voting and other rights attaching to the investments comprising your Fund: rights issues; share subdivisions and consolidations; share conversions; and/or share transfers (whether for shares and/or cash); in each case only where the Fund retains a controlling interest in that Company ("Excepted Voting Rights"). We shall have discretion to exercise (or not as the case may be) the Excepted Voting Rights.

10.4 The Custodian, as soon as reasonably practicable, will claim and account to you for all dividends, interest and other payments or entitlements received in relation to investments in your portfolio, but is entitled to deduct or withhold any sum on account of any tax required to be so deducted or withheld and provide you with evidence of such deduction or withholding for your tax records.

10.5 Where assets are pooled with third parties, distribution of entitlements to any benefits or entitlements arising from corporate events will be allocated pro rata. Fractions of entitlements arising from this process will be rounded down to the nearest whole unit or share.

10.6 We may (where this is market practice) use the services of a clearing system (being any market clearance facility, settlement system, dematerialised book entry system, centralised custodial depositary or similar facility, system or depositary) on such terms as we believe to be appropriate, for the purposes of holding and transferring uncertificated investments.

11. Client Money

11.1 All uninvested cash received or held for the account of your Portfolio shall be treated by us under the FSA Rules as 'client money'. We will deal with such cash in accordance with the FSA Rules. In that respect we will deposit the cash in the United Kingdom with an Approved Bank. The Approved Bank will hold the cash on our behalf in a trust account separate to any account used to hold money belonging to us in our own right. We will not, however, be responsible for any acts or omissions of the Approved Bank. If the Approved Bank becomes insolvent, we will have a claim on behalf of our clients against the Approved Bank. If, however, the Approved Bank cannot repay all of its creditors, any shortfall may have to be shared proportionately between them. Please note that your money may be transferred to a third party for the purpose of fulfilling a transaction.

11.2 Following our acceptance of your application, interest earned on uninvested cash held in client money accounts will accrue at a daily rate equal to the prevailing HSBC base rate less 1% and will be credited to your portfolio.

11.3 We may cease to treat your money as "client money" after termination of this Customer Agreement if it remains unclaimed for a period of at least six years and after we have taken reasonable steps to trace you and return the balance.

12. Valuations and Reports

12.1 You will receive statements twice a year, comprising the cost, current value, and dividends of all holdings within your portfolio as at the last Business Day of the period in question. We will provide all such reports within 25 Business Days of the end of the period in question. The performance of your investments will not be measured against a stock market index.

12.2 All Qualifying Investments will be valued at close of business on the last business day of the half year at a price which is, in our opinion, a reasonable valuation as at that date. Periodic statements will also show income and interest credited to your Portfolio, fees charged and transactions made within the period.

13. Dealing, Counterparties and Aggregation

13.1 We will act in good faith and with due diligence in our choice and use of counterparties. All transactions will be effected in accordance with the rules and regulations of the relevant market, exchange or trading facility, and we may take all such steps as may be required or permitted by such rules and regulations and/or by appropriate market practice.

13.2 We may aggregate your transactions with those of other customers and of our employees in accordance with the FSA Rules. It is likely that the effect of such an allocation will not work to your disadvantage however, occasionally this may not be the case. We will allocate aggregated transactions promptly on a fair basis in accordance with the requirements of the FSA Rules.

14. Conflicts of Interest

14.1 We take the identification and management of conflicts of interest seriously. We have implemented a conflicts of interest policy that identifies those circumstances that constitute, or may give rise to, conflicts of interest that pose a material risk of damage to our customers. This policy also addresses the effective organisational and administrative arrangements that we maintain and operate to manage those conflicts. A copy of our conflicts policy is available on request.

15. Best Execution

15.1 In accordance with the FSA rules, we have implemented an order execution policy which sets out the reasonable steps that we will take in order to obtain the best possible result for our customers. Our execution policy is set out on our website at www.octopusinvestments.com. Any changes to our execution policy will be posted on our website.

15.2 Octopus EIS will execute trades outside a regulated exchange or multi-lateral trading facility. In signing this customer agreement, you provide consent and authorise Octopus to execute such trades on your behalf.

16. Our Liability

16.1 We will act in good faith and with due diligence in managing your investment in accordance with this Agreement. We accept responsibility for loss to you only to the extent that such loss is due to our negligence, wilful default or fraud or that of our Associates and further, nothing shall limit our liability for death or personal injury caused by Octopus. In any event, we shall not be liable for any loss of an indirect and/or consequential nature.

16.2 If the Custodian should fail to deliver any necessary documents or to account for any investments, we will take all reasonable steps on your behalf to recover such documents or investments or any sums due or compensation in lieu thereof but subject thereto to our general duty of good faith, shall not be liable for such failure.

16.3 In the event of any failure, interruption or delay in the performance of our obligations resulting from acts, events or circumstances not reasonably within our control (including, but not limited to: acts or regulations of any governmental or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or services; disruption to stock market dealings; and acts of war, terrorism or civil unrest) we shall not be liable to you for consequent loss in the value of, or failure to perform investment transactions for the account of, your investment.

16.4 Subject to 16.1, we shall not be liable for any loss or damage of any direct or indirect nature caused by the retraction by HM Revenue & Customs of the EIS status of any holdings within your portfolio, or for any other changes in legislation.

16.5 Nothing in 16.1–16.4 is deemed to limit any liability we may have to you under the terms of the FSA Rules.

16.6 We are not responsible for loss of goodwill, profit, opportunity or any special or indirect losses.

17. Withdrawals and Transfers

17.1 If you wish to withdraw money or investments from your investment account, you must provide us with written instructions only. Subject to 17.2, we will realise the cash sum required and pay the net sale proceeds over to you upon receipt of such proceeds by us into your nominated bank account.

17.2 Your investments are in unquoted companies and are not readily marketable and the timing of any sale cannot be predicted. It is likely that money invested in these companies will not be available until after the three year qualifying period for each of the underlying companies is complete.

18. Termination

18.1 You may terminate this Customer Agreement at any time by immediate written notice to us upon receipt of written instructions to transfer the assets held for you in-specie. Octopus may terminate this Customer Agreement by giving you 30 days written notice. Where required to do so by applicable law or regulation or where it becomes impossible, impractical or unreasonable for us to continue to manage your Portfolio we may terminate this Customer Agreement immediately, in which case you will be notified in writing. In this event, Octopus will make arrangements to either transfer the assets to you as the holder, or to appoint another investment manager.

18.2 We reserve the right to settle outstanding transactions for your investment at the effective date of termination.

18.3 Further to clause 6.5 above, you should be aware that if on termination we are required to liquidate your investment, this may take place over an extended period of time as there will be limited liquidity for your investments and it may be impossible to realise your investment until after three years of the investments remaining qualified. Should this be the case, this agreement will not terminate until such time as the investments are fully liquidated, or transferred in-specie from Octopus Nominees.

18.4 Subject to 18.3, termination will take effect on the date stated in the written notice of termination or some later date that we agree with you and shall be without prejudice to the completion of transactions already initiated, which will be completed in an orderly manner.

18.5 You will provide us with written instructions confirming what you would like us to do with your Portfolio investments and cash, including, whether you would like us to liquidate the investments or whether you would like us to transfer the investments and cash.

18.6 Termination will not affect accrued rights, or any contractual provision intended to survive termination.

18.7 On termination, you will be liable to pay (meaning that we may debit from your fund):

- (a) all fees and other charges mentioned at clause 8 above, pro rata to the date of termination;
- (b) any additional expenses necessarily incurred by us in terminating this Agreement; and

(c) our charges (if any) in connection with transferring your Investments into your name or as you may direct.

18.8 On termination, we may retain and/or realise such Investments as may be required to settle transactions already initiated and to pay your outstanding liabilities. If there is a dispute as to the payment of fees to us, you may require the disputed amount to be held in an escrow account pending resolution of the dispute.

18.9 You may request termination of this agreement by written notice, however you should note that if Qualifying Investments are sold within the initial three-year period you will lose your entitlement to the upfront income tax relief.

18.10 Subject to 17.2, we will endeavour to liquidate all investments comprising your Portfolio within a reasonable time span, but given the nature of the investments you shall hold us harmless in respect of any delays. You acknowledge that in the event of any material change to the legislation governing Qualifying Investments, the liquidation of the Qualifying Investments may take a considerable period of time.

18.11 After all outstanding transactions have been accounted for, we will provide you with a closing valuation of the Portfolio prepared in the manner described above. Our management responsibility for the Portfolio will then cease entirely.

19. Data Protection and Confidentiality

19.1 We are registered under the Data Protection Act 1998, and as such may keep records in which your name and certain personal information will be stored. Certain information may be shared with Associate companies within the Octopus group, for administrative reasons. We may also share some or all of your information with the FSA if we are required to do so in accordance with FSA Rules, and with other governmental, judicial, law enforcement or regulatory bodies if similarly required to do so.

19.2 You have the right, upon payment of a reasonable fee, to receive a copy of the information that Octopus holds about you to the extent that it constitutes personal information. For more details, please write to the Compliance Officer.

19.3 We will keep confidential any data or other information which we hold on you. We may however share some or all of this with the FSA if we are required to do so in accordance with FSA Rules, and with other governmental, judicial, law enforcement or regulatory bodies if similarly required to do so.

20. Risk Warnings and Further Disclosures

20.1 General

Your attention is drawn to the risk warnings set out in the Product Brochure.

20.2 Borrowing and lending

We will not borrow money for the account of your investments, nor lend securities or enter into stock lending or similar transactions.

20.3 Supplement

We cannot require you to add further funds to your investments.

20.4 Limit on investment powers

We will not invest in warrants, in units in collective investment schemes or in derivatives of any sort.

21. Complaints Procedure and Compensation

21.1 If you have a complaint, you can contact us via phone, email or in writing. We will investigate the circumstances and report back to you. If we have given you our final response and you are still dissatisfied you may refer your case within six months to the Financial Ombudsman Service (FOS). The FOS is an independent

body that arbitrates on complaints. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. The FOS can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. A copy of our complaints handling procedure is available on request.

21.2 Octopus Investments is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme. The address of the Financial Services Compensation Scheme is 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

22. General

22.1 We may assign this Agreement to any appropriately authorised and regulated person, such assignment being effective upon written notice to you. This Agreement is personal to you and you may not assign it.

22.2 This Agreement constitutes the entire agreement between us in respect of your investments. Amendments to this Agreement shall be effective only if in writing and agreed by both parties, provided that we may amend the Agreement in circumstances where we are required to do so in accordance with applicable law or to reflect changes in regulations and any such amendment will be effective when notified to you in writing.

22.3 It is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of the Contracts (Rights of Third Parties) Act 1998, common law or otherwise, by any person who is not a party to this Agreement.

22.4 If any part of the wording of this Agreement will become or is declared to be illegal, invalid or unenforceable for any reason, such part or wording will be deleted and will be divisible from the rest of the Agreement, which will continue in force. The failure of Octopus to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

22.5 We may send any communication to you at the address which you provide to us in the Application Form (or to any provided address). You may communicate with us at Octopus Investments Limited, 20 Old Bailey, London EC4M 7AN. Notice sent by first class post is deemed to have arrived on the second Business Day after posting. Notice sent by fax or email or hand-delivered is deemed to be delivered immediately (or on the next Business Day if sent after 5pm on a Business Day or on a non-Business Day). Our telephone number is 020 7710 2800. Telephone calls may be recorded or monitored for our mutual protection.

22.6 This Customer Agreement is governed by English Law and the parties shall submit to the courts of England.

22.7 These terms and conditions are supplied in English, and we will only communicate in English during the course of our relationship with you.

