DATED 1 NOVEMBER 2024

1) **FORESIGHT ENTERPRISE VCT PLC**
2) **FORESIGHT GROUP PROMOTER LLP**
3) **FORESIGHT GROUP LLP**

PROMOTER'S AGREEMENT

SHAKESPEAREMARTINEAU

Ref: PGM/372111.29

CONTENTS

THIS AGREEMENT is made on 1 November 2024.

BETWEEN:

(1) **FORESIGHT ENTERPRISE VCT PLC**, a public limited company registered in England and Wales with registered number 03506579 and whose registered office is at c/o Foresight Group LLP, The Shard, 32 London Bridge Street, London SE1 9SG (the **Company**);

(2) **FORESIGHT GROUP PROMOTER LLP**, a limited liability partnership registered in England and Wales with registered number OC421343 and whose registered office is at The Shard, 32 London Bridge Street, London SE1 9SG (the **Promoter**); and

(3) **FORESIGHT GROUP LLP**, a limited liability partnership registered in England and Wales with registered number OC300878 and whose registered office is at The Shard, 32 London Bridge Street, London SE1 9SG (the **Guarantor**).

IT IS AGREED AS FOLLOWS:

1. **INTERPRETATION**

In this agreement:

1.1 the following expressions shall unless the context otherwise requires have the following meanings:

Act	the Companies Act 2006, as amended;
Admission	admission of the Offer Shares allotted pursuant to the Offer to the Official List of the FCA and the admission of such Offer Shares to trading on the London Stock Exchange;
Application List	the list kept by the Receiving Agent of parties who have submitted valid applications to subscribe for Offer Shares;
Associate	Foresight Group LLP and any body corporate or entity directly or indirectly controlled by Foresight Group LLP and any member or director of any such corporate bodies or entities;
Business Day	any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London;
Commissioners	the commissioners of HM Revenue & Customs;
Conditions	the conditions set out in clause 2.1;
Data Protection Legislation	the (1) Data Protection Act 2018, (2) the EU General Data Protection Regulation (**EU GDPR**), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended) (**UK GDPR**), (3) the EU GDPR, (4) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other applicable data protection laws and regulations from time to time (and the terms **controller**, **processor**, **process(es) data subject**, **personal data** and **personal data breach** shall have the meanings respectively given in the Data Protection Legislation);
Direct Investor	as defined in the Prospectus;

Discounts	the Existing Foresight Shareholder Loyalty Discount and any Other Discount;
Existing Foresight Shareholder Loyalty Discount	as defined and described in the Prospectus;
Execution-Only Investor	as defined in the Prospectus;
FCA	Financial Conduct Authority;
Foresight Group GDPR Panel	a panel established by Foresight Group's executive committee to ensure the business is compliant with GDPR;
FSMA	the Financial Services and Markets Act 2000 (as from time to time amended, supplemented, consolidated or replaced) and any regulations made thereunder;
London Stock Exchange	London Stock Exchange Plc;
New UK IDTA	the new United Kingdom International Data Transfer Agreement for the transfer of personal data to third countries outside of the UK;
New UK Data Protection Addendum	the new UK Data Protection Addendum to the 2021 Model Clauses for the transfer of personal data to third countries outside of the UK;
Offer	the offer for subscription to raise up to £20 million, with an over-allotment facility to raise up to a further £10 million, contained in the Prospectus;
Offer Shares	ordinary shares of 1p each in the capital of the Company to be offered to the public pursuant to the Offer;
Official List	the official list of the FCA;
Other Discount	any discount offered by the Promoter to any particular individual investor or group of investors;
Professional Client Investor	as defined in the Prospectus;
Prospectus	the prospectus to be issued by the Company on or about ● 2024 in connection with the Offer;
Prospectus Regulation Rules	the Prospectus Regulation Rules made by the FCA under the UK version Regulation (EU 2017/1119) as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018;
Receiving Agent	Woodside Corporate Services Limited, a private limited company incorporated in England and Wales with registered number 06171085 and whose registered office is at First Floor, 12/14 Masons Avenue, London, United Kingdom, EC2V 5BT;
Registrars	Computershare Investor Services PLC, a public limited company incorporated in England and Wales with registered number

	03498808 and whose registered office is at The Pavilions, Bridgewater Road, Bristol BS13 8AE;
Retail Client Investor	as defined in the Prospectus;
Sponsor	BDO LLP, a limited liability partnership incorporated in England and Wales with registered number OC305127 whose registered office is at 55 Baker Street, London W1U 7EU;
Subscribers	subscribers for the Offer Shares;
UK Listing Rules	the listing rules of the FCA;
VCT Legislation	those provisions of the Income Tax Act 2007, Income and Corporation Tax Act 1988 and the Taxation of Chargeable Gains Act 1992 (as from time to time amended, supplemented, consolidated or replaced) which concern the approval by HM Revenue and Customs and the activities of venture capital trusts;
2010 Model Clauses	means the model clauses or "Standard Contractual Clauses" set out in Decision 2010/87/EU and any amendment or replacement thereto including recommendations by the UK Information Commissioner's Office, including their appendices, the latest version of which as at the date of this agreement can be found here: https://ico.org.uk/media/for-organisations/documents/2620100/uk-sccs-c-p-202107.docx; and
2021 Model Clauses	means the model clauses or "Standard Contractual Clauses" set out in Decision 2021/914/EU and any amendment or replacement thereto including their appendices, the latest version of which as at the date of this agreement can be found here: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en.

1.2 unless the context otherwise expressly requires, words and expressions which are otherwise defined in the Act shall have the same meaning when used in this agreement;

1.3 a document referred to as being in "the agreed terms" shall be in the form of that document signed or initialled for identification by or on behalf of the parties to such document;

1.4 reference to any statute or statutory provision includes a reference to the statute or statutory provision as amended, extended or re-enacted prior to the date of this agreement; and

1.5 unless the context otherwise requires reference to any clause or to a schedule is to a clause of or a schedule to this agreement.

2. **CONDITIONS**

2.1 The obligations of the Promoter under this agreement are conditional upon:

2.1.1 the Prospectus being approved and authorised for issue by the FCA in accordance with section 79 of the FSMA by not later than 15 November 2024; and

2.1.2 the Company complying with its obligations under clause 4, the Prospectus Regulation Rules and the UK Listing Rules (insofar as such obligations are not the responsibility of the Sponsor) as to the publication and availability of the Prospectus.

2.2 The Company will use all its reasonable endeavours to procure the fulfilment of the Conditions by the stated times and dates to enable Admission to become effective and the Promoter agrees to provide all reasonable assistance in connection therewith.

2.3 If any of the Conditions are not fulfilled by the stated time and/or date (or such later time and/or date as the Company may agree with the Sponsor and the Promoter, this agreement shall cease and determine and no party to this agreement will have any claim against any other party to this agreement for costs, damages, compensation or otherwise except that:

2.3.1 such determination shall be without prejudice to any accrued rights or obligations of any party under this agreement; and

2.3.2 the provisions of clauses 1, 5 (in relation only to costs incurred prior to termination), 9 (in relation only to services provided prior to termination), 10, 11, 12, 13 and 14 shall remain in full force and effect.

2.4 Each of the parties shall, until such time as the Conditions are incapable of fulfilment by the stated time, comply with its obligations contained in this agreement for the purpose of implementing the Offer.

3. OBLIGATIONS OF THE PROMOTER

3.1 Subject to and in accordance with the provisions of this agreement the Promoter agrees to provide promotion services to the Company in respect of the Offer and use all reasonable endeavours to find subscribers for all of the Offer Shares (as more particularly described in clause 9).

3.2 The Promoter shall not give (either on behalf of itself or the Company) financial, investment, legal or tax advice in connection with the Company and/or the Offer.

4. MARKETING

4.1 The Company shall:

4.1.1 so far as reasonably practicable, give all such assistance as the Promoter shall require for the marketing and implementation of the Offer; and

4.1.2 give all such assistance as the Promoter shall require for the implementation of Admission,

and each will do all such things and execute all such documents as may, in the reasonable opinion of the Promoter, be necessary or desirable in connection therewith.

4.2 None of the parties to this agreement shall hold any press conference or make any public announcement, or communication concerning the Company which is or may be material in relation to the Prospectus whilst the Offer remains open for acceptance without the prior consent of the Promoter, the Sponsor and the Company, unless the Company receives legal advice from Shakespeare Martineau LLP that the Company is (or that the directors of the Company in relation to their fiduciary duties to the Company are) required to take action which might otherwise be regarded as in breach of this clause provided that such action is only taken (if practicable) after consultation with the Promoter and the Sponsor.

4.3 Subject to the Sponsor receiving satisfactory confirmation of the approval of the Prospectus by the FCA for the purposes of the Prospectus Regulation Rules, the Promoter shall, on such date as the Company, the Sponsor and the Promoter may agree, proceed with the Offer, and for such purposes the Promoter shall use its reasonable endeavours to procure that copies of the Prospectus shall be made available to the public as described in the Prospectus from the date of publication of the Prospectus.

4.4 The Company shall ensure that a copy of the Prospectus is made available through its website as required by the FCA.

4.5 The Promoter shall procure that it and the Company has sufficient copies of the Prospectus to enable them to comply with its obligations under this agreement.

4.6 The Company confirms that it will provide the Receiving Agent and the Registrars with all authorisations and information as will enable each to perform their respective duties as receiving agents and registrars (respectively) in accordance with the terms of the Prospectus and this agreement.

5. **FEES AND COSTS IN CONNECTION WITH THE OFFER**

5.1 In consideration of the services described in clause 3 and the agreement by the Guarantor to the obligations in clause 11, the Company shall pay to the Promoter commission in respect of each Subscriber:

5.1.1 at the rate of 2.5% (less, where relevant, any Discount as applicable to the relevant Subscriber) of the actual amount subscribed for Offer Shares allotted by the Company to that investor where such Subscriber is a Retail Client Investor, a Professional Client Investor or an Execution-Only Investor; and

5.1.2 at the rate of 4.5% (less, where relevant, any Discount as applicable to the relevant Subscriber) of the actual amount subscribed for Offer Shares allotted by the Company to that investor where such Subscriber is a Direct Investor.

5.2 The Promoter will be responsible for, and will settle, all of the costs, charges and expenses of, or incidental to, the Offer (other than adviser charges and commissions payable to financial intermediaries).

5.3 The Promoter further hereby indemnifies the Company in full against all costs, charges and expenses of or incidental to the Offer which the Company may incur.

5.4 The Company agrees not to incur any costs, charges and expenses of or incidental to the Offer except for such costs, charges and expenses which have been previously agreed with the Promoter.

5.5 For the avoidance of doubt, the Promoter shall, after the payment of all of the costs, charges and expenses of or incidental to the Offer pursuant to clause 5.2, be entitled to retain any balance of commission remaining thereafter.

5.6 The Company hereby acknowledges that any costs relating to the Company seeking additional shareholder authorities for the purposes of issuing Offer Shares shall not be regarded as a cost of the Offer and shall be borne by the Company.

5.7 The amount of commission payable to the Promoter under this clause 5 shall be inclusive of VAT (if any).

6. **ACKNOWLEDGMENT**

The Company acknowledges that the Promoter is acting for the Company in connection with the Offer and no other party and accordingly the Promoter will not be responsible to any party for providing protection afforded to its customers under the Financial Conduct Authority's Handbook of Rules and Guidance or for advising any other person in relation to the Offer.

7. **TERMINATION**

7.1 The provisions of clause 7.2 shall apply if at any time prior to any Admission and in the light of the circumstances at that time in the reasonable and proper opinion of the Promoter arrived at in good faith if any statement of fact or opinion or belief is found to be, or becomes, materially untrue.

7.2 Where clause 7.1 applies, the Promoter may after consultation with the Company and with the agreement of the Sponsor:

7.2.1 allow the Offer to proceed on the basis of the Prospectus subject, if the Sponsor so requires, to the publication by the Company of a supplementary prospectus pursuant to section 81 of FSMA and any additional requirements of the Prospectus Regulation Rules, the UK Listing Rules or the rules of the London Stock Exchange; or

7.2.2 give notice to the Company to the effect that this agreement shall terminate and cease to have any effect.

7.3 The Company may terminate this agreement by giving one month's notice in writing to expire on or after 30 April 2025.

7.4 If this agreement is terminated pursuant to the provisions of this clause 7, no party shall have any claim against any other party to this agreement for compensation, costs, damages or otherwise, save that:

7.4.1 such termination shall be without prejudice to any accrued rights or obligations of any party to this agreement; and

7.4.2 the provisions of clauses 1, 5 (in relation only to costs incurred prior to termination), 9 (in relation only to services provided prior to termination), 10, 11, 12, 13 and 14 shall continue to apply notwithstanding such termination.

8. **VCT LEGISLATION**

8.1 The Company covenants, so far as reasonably practicable in the light of advice received from the Promoter and the Company's tax advisers, that it will not at any time do or permit to be done any act, matter or thing (or omit to do or permit to be omitted to be done any act, matter or thing) which would or might result in:

8.1.1 the Company ceasing to be approved as a venture capital trust within the meaning of the VCT Legislation without the approval of a special resolution of the Company; or

8.1.2 the refusal by the Commissioners to give any relief to Subscribers which would otherwise have been obtainable; or

8.1.3 the withdrawing by the Commissioners of any relief which may have already been given in relation to subscription for the Offer Shares by the Subscribers.

8.2 In this clause 8, relief means:

8.2.1 the relief from income tax otherwise chargeable upon a Subscriber equal to whichever is the smaller of (i) an amount equal to 30% of the amount subscribed by him for Offer Shares or, if lower, on £200,000; or (ii) an amount which reduces his liability to income tax for the tax year in which those Offer Shares are issued to nil and as more particularly described in the VCT Legislation;

8.2.2 the relief from any income tax otherwise chargeable upon a Subscriber on the payment of dividends on Offer Shares; and

8.2.3 the relief from capital gains tax in respect of any gain arising on a disposal of the Offer Shares.

9. **THE PROMOTER**

9.1 The Promoter's promotion services will include:

9.1.1 advising on and assisting in co-ordinating the promotion of the Company and the Offer to financial intermediaries;

9.1.2 advising on and assisting in co-ordinating the promotion of the Company and the Offer to members of the public;

9.1.3 advising and assisting in the preparation of (and procuring the issuance of) any financial promotion relating to the Company and the Offer issued by the Company and its investment manager, and related advertising; and

9.1.4 ensuring that the Receiving Agent (liaising with the Guarantor, in its capacity as the Company's administrator and company secretary, as required):

9.1.4.1 is appointed as receiving agent for the Offer on terms acceptable to the Company and in accordance with clause 10;

9.1.4.2 receives applications (together with remittances in a bank account of the Receiving Agent) from Subscribers and carries out the appropriate checks pursuant to the Money Laundering Regulations (as defined in the Prospectus) prior to the Application List in respect of such Subscribers being presented to the Company (unless the Company agree otherwise);

9.1.4.3 provides the Company with such information as they shall reasonably request regarding applications received from Subscribers;

9.1.4.4 collates applications submitted bearing financial intermediaries' stamps, calculates the up-front adviser charge or initial commission (if any) payable on such applications and facilitate such up-front adviser charges or pay the initial commission due to such intermediaries in accordance with instructions received from the Company from time to time; and

9.1.4.5 prepares and posts cheques or effects transfer for any surplus remittances or rejected applications to the Subscribers in accordance with the instructions received from the Company from time to time.

9.2 The Promoter is authorised to take instructions from the Guarantor (in its capacity as the Company's administrator and company secretary).

10. **DATA PROCESSING**

10.1 For the avoidance of doubt the guarantee given by the Guarantor in favour of the Promoter in clause 11 shall include the obligations owed under this clause 10 and the Schedule.

10.2 The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of the parties are set forth in this agreement and the Schedule (as amended by the parties from time to time).

10.3 The Company will, and will ensure that its officers and staff (if any) will, in relation to this agreement, address any questions about data protection in writing to the Foresight Group GDPR Panel.

11. **INDEMNITIES AND GUARANTEE**

11.1 The Promoter hereby indemnifies the Company against all claims, actions, demands, liabilities or judgements which may be made, brought or established against the Company and against all loss, damage, charges and expenses which it may suffer or incur or which may be made against it and which in any case is directly or indirectly occasioned, whether directly or indirectly, by or results from or is attributable to actions or omissions of the Promoter, save where such action or omission is the result of the Company's direct instructions.

11.2 The Company hereby indemnifies the Promoter against all claims, actions, demands, liabilities or judgements which may be made, brought or established against the Promoter and against all loss, damage, charges and expenses which it may suffer or incur or which may be made against it and which in any case is directly or indirectly occasioned, whether directly or indirectly, out of the Promoter's engagement hereunder, provided that the foregoing indemnity shall not be available with respect to any matter arising out of the negligence or wilful default or omission by the Promoter (or delegate thereof) in carrying out the Promoter's obligations hereunder or any breach of the obligations or duties under FSMA, the UK Listing Rules, the Prospectus Regulation Rules or under this agreement.

11.3 The Guarantor, at the request of, and as the parent entity of, the Promoter, unconditionally and irrevocably guarantees as a primary obligation to the Company and its successors, transferees and assigns the due and punctual performance and observance by the Promoter of all the Promoter's obligations and the punctual discharge by the Promoter of all the Promoter's liabilities to the Company arising under this agreement or arising from any termination of this agreement (including for the avoidance of doubt the obligation to meet all costs, charges and expenses of or incidental to the Offer as set out in clause 5.2 and to keep the Company indemnified in full against such costs as set out in clause 5.4).

11.4 As an independent and primary obligation, without prejudice to clause 11.2, the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified the Company from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Company arising from failure of the Promoter to comply with any of its obligations or discharge any of its liabilities under this agreement.

11.5 This guarantee is a continuing guarantee and shall not be affected by an act, omission, matter or thing which, but for this clause 11.4, would reduce, release or prejudice any of the Guarantor's obligations under this clause 11 (whether or not known to it or the Company).

11.6 If any payment by the Guarantor or any discharge given by the Company is avoided or reduced as a result of insolvency or any similar event, the liability of the Promoter and the Guarantor shall continue as if the payment, discharge, avoidance of reduction had not occurred and the Company shall be entitled to recover the value or amount of that security or payment. The Guarantor waives any right it may have of first requiring the Company (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 11.

11.7 The Guarantor's obligations in this clause 11 shall apply to this agreement as amended, supplemented, novated or varied at any time after the date of the agreement and whether or not with the agreement or consent of the Guarantor.

12. DELEGATION

12.1 The Promoter shall be at liberty in the performance of its duties and in the exercise of any of the powers and discretions vested in it hereunder to act by a responsible officer or officers for the time being.

12.2 The Promoter may (subject to clause 10) delegate or sub-contract all or any part of its rights and obligations under this agreement to any Associate (or procure services from any Associate to deliver its obligations under this agreement) provided that the Promoter shall continue to remain liable for the performance of its obligations under this agreement and any loss arising from the acts or omissions of any such Associate and for the avoidance of doubt, the Guarantor obligations under clause 11 shall continue to apply including where the delegate, subcontractor or Associate from which services are so procured is itself.

13. **GENERAL**

13.1 The provisions of this agreement shall be enforceable by and enure for the benefit of any successor in title to the relevant party.

13.2 Notwithstanding any rule of law or equity to the contrary, any release, waiver or compromise or any other arrangement of any kind by any party shall not affect the rights and remedies of the party concerned as regards any other party or its rights and remedies against the party in whose favour the release, waiver, compromise or other arrangement is granted or made, except (in any event) to the express extent of the release, waiver, compromise or other arrangement, and no such release, waiver, compromise or other arrangement shall have effect unless granted or made in writing.

13.3 This agreement represents the whole agreement between the parties with regard to the subject matter hereof, and no representations and, except as herein otherwise expressly provided, no warranties are or have been made or given by or on behalf of any of the parties to this agreement in connection with the transaction hereby agreed upon. Each of the parties to this agreement each irrevocably and unconditionally waives any right they may have to claim damages for any misrepresentation, whether or not contained in this agreement, or for breach of any warranty not contained in this agreement, except where such misrepresentation was made or warranty breached fraudulently and/or (except as aforesaid) to rescind the agreement hereby constituted.

13.4 This agreement and the rights and obligations of the parties (whether contractual or non-contractual) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim, dispute or difference arising out of or in connection with this agreement.

13.5 This agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together be deemed to constitute one and the same document.

13.6 The provisions of this agreement shall be severable and distinct from one another, and, if at any time any of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforce-ability of the others shall not in any way be affected or impaired thereby.

13.7 It is the intention of the parties that this document be entered into as a deed.

13.8 Except as otherwise expressly stated herein, nothing in this agreement confers any rights on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. **NOTICES**

14.1 Any notice relating to this agreement shall be in writing delivered personally or sent by pre-paid first class post or facsimile transmission to the address of the party to be served given herein or such other address as may be notified for this purpose or, if such party is a company, to its registered office.

14.2 Any such notice shall, if sent by post as provided in this clause 14, be deemed to have been served 24 hours after despatch and shall, if sent by facsimile transmission as provided in this clause 14, be deemed to have been served at the time of transmission, provided that if, in the case of delivery by hand or by facsimile transmission, such delivery or transmission occurs on, or if, in the case of delivery by post a period of 24 hours after despatch would expire on a day which is not a Business Day or after 4.00p.m. on a Business Day, then service shall be deemed to occur on the next following Business Day.

14.3 In proving service it shall be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a facsimile transmission, it shall be sufficient to produce a transmission report showing that transmission was duly and fully made to the correct number.

IN WITNESS whereof this agreement has been signed and delivered as a deed on the day and year first above written.

EXECUTED as a **DEED** by
FORESIGHT ENTERPRISE VCT PLC
acting by:

DocuSigned by:
Michael Gray
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....
Director

DocuSigned by:
Kavita Patel
3F6F6ED9BAB0483...
....
Director

EXECUTED as a **DEED** by
FORESIGHT GROUP PROMOTER LLP
acting by:

Signed by:
David Hughes
E1AB8C74E8AC4E8...
....
Member

DocuSigned by:
Gary Fraser
E703A450E8804C9...
....
Member

EXECUTED as a **DEED** by
FORESIGHT GROUP LLP
acting by:

Signed by:
David Hughes
E1AB8C74E8AC4E8...
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Member

DocuSigned by:
Gary Fraser
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Member

SCHEDULE

DATA PROCESSING

Part 1 - Data protection and data processing

1. The parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2. Without prejudice to paragraph 7 of this Schedule, the parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and, the Promoter and/or the Guarantor (if and to the extent the Guarantor processes personal data pursuant to its obligations under clauses 11 and/or 12 of this agreement) process Personal Data in connection with the provision of the services under this agreement on behalf of the Company, they are a Data Processor (where Personal Data, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Part 2 of this Schedule sets out the scope, nature and purpose of processing by the Promotor and/or the Guarantor, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).

3. The Promotor and the Guarantor acknowledge that the Company has appointed the Guarantor as its agent to ensure compliance with the Data Protection Legislation and agree arrangements with, and provide instructions to, the Company's processors. The Guarantor in this capacity is hereinafter referred to as the **Agent** and instructions from, or notifications to, the Agent mean the Foresight Group GDPR Panel). The Promotor and the Guarantor are hereby authorised by the Company to accept instructions, provide notifications and liaise with the Agent in relation to the Data Protection Legislation (subject always to the right of the Company to require that instructions, notifications and liaison is to be with the Company in addition to, or in place of, the Agent). The Guarantor acknowledges that its obligations under this agreement with regard to Data Protection Legislation is supplemental to its appointment by the Company to act as the Agent.

4. Without prejudice to the generality of paragraph 1 of this Schedule, the Company will ensure that it has all necessary appropriate consents (or other lawful grounds, as determined in accordance with the Data Protection Legislation) and notices in place to enable lawful transfer of the Personal Data to the Promotor and/or the Guarantor for the purposes of the provision of the services under this agreement.

5. The Promotor and the Guarantor shall, to the extent they are acting as a Data Processor for the Company in relation to any Personal Data processed in connection with the performance of their obligations under this agreement:

i. process that Personal Data only on the written instructions of the Company) unless the Promotor or the Guarantor (as applicable) is required by the laws of any member of the European Union or by the laws of the European Union applicable to it to process Personal Data for other reasons (**Applicable Data Processing Laws**). Where the Promotor or the Guarantor (as applicable) is relying on the Applicable Data Processing Laws as the basis for processing Personal Data, it shall promptly notify the Company of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Promotor or the Guarantor from so notifying Company;

ii. ensure that they have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

iv. assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Promoter and the Guarantor shall not, and shall ensure that their sub-processors do not, respond to any requests, notices or complaints from a Data Subject except on the documented instructions of the Company or as required by applicable laws to which they or their sub-processor is subject, in which case the Promoter and/or the Guarantor (as applicable) or their sub-processor (as applicable) shall, to the extent permitted by applicable laws, inform the Company of that legal requirement before it responds to the request;

v. notify the Company without undue delay (and in any case within 48 hours) after it or a sub-processor becomes aware of a Personal Data breach, and upon the Company's reasonable written request, provide the Company with all co-operation and assistance reasonably requested by the Company to enable the Company to investigate, mitigate and remedy a Personal Data breach, including to notify the Personal Data breach to the relevant supervisory authority and relevant Data Subject (as applicable and as required by Data Protection Legislation). Such notification to the Company shall, at a minimum describe the nature of the Personal Data breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned; describe the likely consequences of the Personal Data breach; and describe the measures taken or proposed to be taken to address the Personal Data breach;

vi. at the written direction of the Company, delete or return Personal Data and copies thereof to the Company, on termination of the agreement unless required by any Applicable Laws to store the Personal Data; and

vii. keep, and make available to the Company on its request all such documentation and information as is reasonably necessary to demonstrate the Company's compliance with its obligations under Article 28 of the UK GDPR in relation to the Personal Data processed pursuant to this agreement.

6. The Promotor and the Guarantor shall not transfer any Personal Data to, or process any Personal Data, in any third country outside of the UK (**Restricted Transfer**) without the prior written consent of the Company, which consent shall be conditional upon the Promoter and/or the Guarantor (as applicable) complying with paragraph 6 of this Schedule and ensuring that appropriate safeguards are in place in advance of the Restricted Transfer in accordance with the requirements of Data Protection Legislation, including:

i. that (a) for Restricted Transfers which are subject to the UK GDPR, the UK Secretary of State has deemed the third country to provide an adequate level of protection for the processing of personal data; and (b) for Restricted Transfers which are Subject to the EU GDPR, there has been a European Community finding of adequacy pursuant to Article 45 of the EU GDPR; or

ii. that (a) for Restricted Transfers which are subject to the UK GDPR, the Promoter and/or the Guarantor (as applicable) shall enter into the 2010 Model Clauses with each approved data importer prior to the commencement of the Restricted Transfer; (b) for Restricted Transfers which are subject to the EU GDPR, the Promoter and/or the Guarantor (as applicable) shall enter into the 2021 Model Clauses with each approved data importer prior to the commencement of the Restricted Transfer; (c) when the New UK IDTA and/or the New UK Data Protection Addendum are issued, the Promoter and/or the Guarantor (as applicable) shall consult with the Company and shall as soon as reasonably practicable take necessary steps to implement (at the Company's option) either (i) the New UK IDTA for applicable Restricted Transfers; or (ii) the New UK Data Protection Addendum for applicable Restricted Transfers, and in each case contemporaneously terminate the 2010 Model Clauses in place with each approved data importer; (d) the Promoter and/or the Guarantor (as applicable) shall not carry out a Restricted Transfer unless and until it has implemented appropriate supplemental measures and effective mechanisms to ensure a level of protection which is equivalent to that afforded to personal data under the Data Protection Legislation; and (e) the Promoter and/or the Guarantor (as applicable) shall conduct a transfer impact assessment in advance of any Restricted Transfer (including of the laws and practices of the third country of destination) and prepare a report of the findings of the assessment and provide a copy of the report to the Company prior to a Restricted Transfer taking place.

7. The Promotor and the Guarantor shall allow for audits by the Company, the Agent or any of their respective designated auditors to the extent necessary to verify compliance by the Promoter and/or the Guarantor (as applicable) with this Schedule, provided that any such audits shall be conducted not more than once in any calendar year. The Company shall:

i. provide at least ten Business Days' notice in writing to the Promoter and/or the Guarantor (as applicable) of the intention to conduct an audit; and

ii. use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Promoter and/or the Guarantor (as applicable), or delay the provision of the services by the Promoter and/or the Guarantor (as applicable).

8. The Company consents to the Promoter and/or the Guarantor (as applicable) appointing the third parties listed in Part 2 of this Schedule as third party processors of Personal Data under this agreement and the Promoter and the Guarantor shall not appoint any other third parties as third party processors of Personal Data under this agreement without prior written consent of the Company. The Promotor and the Guarantor confirm that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on terms which are substantially similar to those set out in this Schedule. The Promoter and the Guarantor (as applicable) shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Schedule.

Part 2 – Processing, Personal Data, Data Subjects and Sub-processor

Processing	
Duration of processing:	The Promoter and/or the Guarantor (as applicable) may process or use personal data in accordance with this Schedule for the duration of the services under this agreement or otherwise until termination of the agreement.
Nature of processing:	Processing: Subscriber information, including name, address, contact details, national insurance number, nationality, country of birth, tax identification number, bank details, number of shares owned and such other information as the Promoter and/or the Guarantor (as applicable) may maintain or be requested to supply from time to time in accordance with the performance of this agreement. Subscriber financial intermediary information, including name, address, contact details, bank details and such other information as the Promoter and/or the Guarantor (as applicable) may maintain or be requested to supply from time to time in accordance with the performance of this agreement.

Purpose of processing:	The Promoter and/or the Guarantor (as applicable) may process or use personal data for such purposes as is deemed necessary in relation to the provision of services under the agreement. The Promoter and/or the Guarantor (as applicable) may also process personal data where it is under a duty to carry out money laundering checks, conflict checks, fraud prevention and reporting to and auditing by national and international regulatory or exchange bodies in accordance with obligations under any applicable law or regulations. Personal data may be collected directly from the Company or through the Company's agents or any other third party who communicates with the Promoter and/or the Guarantor (as applicable). The Promoter and/or the Guarantor (as applicable) may ask for certain details or may record personal data that is disclosed to them.
Authorised Processors	
Processor 1	North Point (printers/posting agent)
Processor 2	Veriphy
Processor 3	WorldCheck
Personal Data	
Data subjects	Subscribers/Subscribers' beneficiaries Subscribers' financial intermediaries Subscribers' nominees
Data categories	Subscribers/Subscribers' beneficiaries: Contact details Intermediary details Personal financial information Bank details Photos and/or other identity verification/anti-money laundering products/information Identification number/NI number Location/address data Existing shareholding details Gender Date of birth/age Nationality Country of birth

	Tax residence information Subscribers' financial intermediaries: Contact details Subscriber client details Bank details Identity verification/anti-money laundering products/information FCA authorisation details Location/address data Subscribers' nominees: Contact details Bank details Photos and/or other identity verification/ anti-money laundering products/information Identification number/NI number Location/address data Existing shareholding details Tax residence information
Sensitive Personal Data	None - the personal data being processed does not include any sensitive personal data.