

Dividend Reinvestment Scheme - Terms and Conditions

These terms and conditions (Scheme Terms and Conditions) apply to the dividend reinvestment scheme (Scheme) made available by Foresight VCT plc (Company). The administrator of the Scheme is Computershare Investor Services plc (Scheme Manager).

- 1-(a) Elections to participate in the ~~dividend reinvestment scheme (“the Scheme”)~~ should be addressed to the ~~administrator of the Scheme, Computershare Investor Services plc (“the Scheme Manager”)~~, in accordance with condition 12, and will only be effective for dividends to be paid ~~40~~15 days (or thereafter) following receipt of the ~~Application Form~~election by the Scheme Manager.
- ~~2-(1)(b) Election to participate may be through a mandate form made available by the Scheme Manager, through an election contained in an offer for subscription application form, through a Dividend Election Input Message through CREST (in accordance with condition 12(b)) or as may otherwise be agreed with the Scheme Manager.~~
- 2(a) The Company, acting through the Scheme Manager, shall have absolute discretion to accept or reject elections. An applicant shall become a member of the Scheme upon acceptance of his or her election by the Scheme Manager on the Company’s behalf (“**Participants**”). The Scheme Manager will provide written notification if an election is rejected. Only ~~Shareholders~~registered shareholders of the Company ~~or their nominees~~ may join the Scheme (**Shareholders**).
- 2(b) ~~The Company shall apply dividends to be paid to Participants on Ordinary Shares in the Company in the allotment of further Ordinary Shares. Participants may only participate in the Scheme if all ordinary shares of 1p each in the Company (**Shares**) registered in their name are mandated to the Scheme in relation to each specific account holding for which an election has been made unless condition 2(c) applies. By joining the Scheme in relation to a specific account holding, Participants hereby instruct the Scheme Manager that the mandate shall apply to the full number of Shares held by them in relation to that account as entered onto the share register of the Company from time to time.~~
- 2(c) ~~Shareholders who hold their Shares as nominees (**Nominee Participants**) may make a partial election under the Scheme in respect of some of the Shares held in a specific account. A cash dividend will be paid in respect of the balance of Shares not included in the election. A partial election shall only apply to the relevant dividend for which the election has been received and will not apply to future dividends.~~
- 2(d) ~~The Company shall use dividends to be paid to Participants on Shares in the subscription of further Shares on behalf of the Participants. The Scheme Manager shall not have the discretion, and Participants may not instruct the Scheme Manager, to apply those dividends (“**funds**”) towards any investments other than investment in ~~Ordinary~~ Shares as set out in this condition 2(~~bd~~).~~
- 2(d)(e) ~~Subject to condition 9, Shareholders who elect to participate may only do so in respect of all their New Shares. Participants who are nominees may join under the Scheme in respect of will only be allotted to the number of Shares of the Company specified as “registered Shareholder and not any beneficial holder. Nominee Shareholdings”. Participants hereby shall not be entitled to instruct the Scheme Manager that the mandate will apply to the full number of Ordinary Shares held by them, as entered onto the share register of the Company from time to allot new Shares to time a beneficial holder (and Participants are advised to read condition 15 in respect of the consequences for VCT tax reliefs).~~
- 3(a) On or as soon as practicable after a day on which any dividend on the ~~Ordinary~~ Shares is due to be paid to ~~a Shareholder~~ Shareholders or, if such day is not a dealing day on the London Stock Exchange, the dealing day thereafter (“**Payment Date**”), a Participant’s funds held by the Company shall, subject to conditions 9, 11 and 19 below ~~and~~, the Company having the requisite

shareholder authorities to allot ~~Ordinary Shares~~ and any other statutory or regulatory requirements, be applied on behalf of that Participant to subscribe for the maximum number of whole new ~~Ordinary Shares~~ which can be allotted with the funds.

- ~~3(b)~~ The number of ~~Ordinary Shares~~ to be allotted to a Participant pursuant to condition 3(a) above shall be calculated by dividing the Participant's funds held by the last published net asset value per existing ~~Ordinary Share~~ immediately prior to allotment (adjusted to take into account the relevant dividend to be paid) unless the latest published net asset value already reflects the dividend to be paid. Shares will not be allotted at less than their nominal value.
- ~~3(c)~~ Fractional entitlements will not be allotted ~~but~~ and any cash balance will be held by the Company and carried forward and included in the funds available in calculating ~~a Participant's the number of Shares to be issued to the Participant on the~~ next dividend entitlement. No interest shall accrue or be payable in respect of any such cash balances carried forward.
- ~~3(d)~~ The Company shall not be obliged to allot Shares under the Scheme to the extent that the total number of Shares allotted by the Company pursuant to the Scheme in any rolling 12 month period would exceed 10% of the aggregate number of Shares at the beginning of that period. In such circumstances, the Company may allocate the availability of the Scheme as it sees fit.
- ~~4.~~ The Scheme Manager shall as soon as practicable after the allotment of ~~Ordinary Shares~~ in accordance with condition 3(a) procure (i) that the Participants ~~(or, where the Participant is a nominee and the nominee has so advised by written notification to the Scheme Manager, the Shareholder on whose behalf the Ordinary Shares mandated to the Scheme are held ("Beneficial Owner"))~~, are entered onto the share register of the Company as the registered holders of ~~those Ordinary such~~ Shares, (ii) that Share certificates (unless such Shares are to be uncertificated) and, where applicable, income tax ~~vouchers~~ ("relief certificates (Tax Vouchers)"Certificates) are sent to Participants at their own risk and (iii) that Participants receive a statement detailing:
- ~~(a)~~ the total number of ~~Ordinary Shares~~ held at the record date for which a valid election was made;
 - ~~(b)~~ the number of ~~Ordinary Shares~~ allotted;
 - ~~(c)~~ the price per ~~Ordinary Share~~ allotted;
 - ~~(d)~~ the cash equivalent of the ~~Ordinary Shares~~ allotted;
 - ~~(e)~~ the date of allotment of the ~~Ordinary Shares~~; and
 - ~~(f)~~ any funds to be carried forward for investment on the next Payment Date.
- ~~5.~~ All costs and expenses incurred by the Scheme Manager in administering the Scheme will be borne by the Company.
- ~~6.~~ Each Participant warrants to the Scheme Manager that all information set out in ~~the Application Form~~ any mandate form (or equivalent, including any electronic election) on which the election to participate in the Scheme is contained is correct and to the extent any of the information changes he or she will notify the changes to the Scheme Manager and that during the continuance of his or her participation in the Scheme he or she will comply with the provisions of condition ~~8~~ 7 below.
- ~~7.~~ The right to participate in the Scheme will not be available to any person who has a registered address in any jurisdiction outside the UK. No such person receiving a copy of the Scheme documents may treat them as offering such a right unless an offer could properly be made to such person. It is the responsibility of any Shareholder wishing to participate in the Scheme to be satisfied as to the full observance of the laws of the relevant jurisdiction(s) in connection therewith, including obtaining any governmental or other consents which may be required and observing any other formalities needing to be observed in any such jurisdiction(s).

- 8- Participants ~~(including the Beneficial Owners of participating Ordinary Shares)~~ acknowledge that the Scheme Manager is not providing a discretionary management service. Neither the Scheme Manager nor the Company shall be responsible for any loss or damage to Participants as a result of their participation in the Scheme unless due to the negligence or wilful default of the Scheme Manager or the Company or their respective employees and agents.
- 9- Participants may at any time by notice to the Scheme Manager terminate their participation in the Scheme (in respect of all or some of their account holdings where multiple accounts are held) and withdraw any funds held by the Company on their behalf. Such notices shall not be effective in respect of the next forthcoming Payment Date unless it is received by the Scheme Manager at least ~~40~~15 days prior to such Payment Date. Such notice will be deemed to have been served where, in respect of any specific account holding, the shareholding of the Participant reduces to nil. Upon receipt of notice of termination, all funds held by the Company on the Participant's behalf shall be returned to the Participant as soon as reasonably practical at the address set out in the register of members, subject to any deductions which the Company may be entitled or bound to make hereunder.
- 10- Cash balances of less than £1 held by the Company on behalf of Participants who have withdrawn from the Scheme will ~~not be repaid, but will be donated to a registered charity~~ dealt with at the discretion of the Company.
- 11- The Company shall be entitled at its absolute discretion, at any time and from time to time to:
- (a) suspend the operation of the Scheme;
 - (b) terminate the Scheme without notice to the Participants; and/or
 - (c) resolve to pay dividends to Participants partly by way of cash and partly by way of new ~~Ordinary~~ Shares pursuant to the Scheme.
- 12(a)- ~~All Save as set out in condition 12(b), all mandate forms (or equivalent) and notices and instructions to (which shall be in writing) in connection with this Scheme shall be given to the Scheme Manager shall be in writing and delivered or posted to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.~~
- 12(b) If a Participant's shareholding is in uncertificated form in CREST (and was in uncertificated form as at the relevant record date), the Participant can only elect to receive a dividend in the form of new Shares by means of the CREST procedure to effect such an election. No other method of election will be permitted under the Scheme and will be rejected. By doing so, such Shareholders confirm their election to participate in the Scheme and their acceptance of the Scheme terms and conditions. If a Participant is a CREST sponsored member, they should consult their CREST sponsor, who will be able to take appropriate action on their behalf. All elections made via the CREST system should be submitted using the Dividend Election Input Message in accordance with the procedures as stated in the CREST Reference Manual. The Dividend Election Input Message submitted must contain the number of Shares on which the election is being made. If the relevant field is left blank, or completed with zero, the election will be rejected. If a Participant enters a number of Shares greater than the holder in CREST on the relevant record date for the dividend the system will automatically amend this down to the record date holding. An evergreen election can be made and will apply to all dividends until cancelled. If a single drip election is selected, Participants who wish to receive new Shares instead of cash in respect of future dividends must complete a Dividend Election Input Message on each occasion otherwise they will receive the dividend in cash. Once an election is made using the CREST Dividend Election Input Message it cannot be amended. Therefore, if a CREST Shareholder wished to change their election, the previous election would have to be cancelled. Elections (or, as relevant, cancellations) via CREST should be received by CREST no later than 5.00 p.m. on such date that is at least 15 days before the dividend payment date for the relevant dividend in respect of which you wish to make (or, as relevant, cancel) an election.

12(c) A written mandate form (or equivalent) will remain valid for all dividends paid to the Participant by the Company in respect of Shares held within the relevant account holding until such time as the Participant gives notice in writing to the Scheme Manager that he no longer wishes to participate in the Scheme.

~~13-~~ The Company shall be entitled to amend the Scheme Terms and Conditions on giving one month's notice in writing to all Participants. ~~If such amendments have arisen~~ Amendments arising as a result of any change in statutory or other regulatory requirements, may be effected without notice ~~of such amendment will not be given to Participants~~ unless in the Company's opinion the change materially affects the interests of participants. Amendments to ~~the~~ these Scheme Terms and Conditions which are of a formal, minor or technical nature or made to correct a manifest error and which do not adversely affect the interests of Participants may also be effected without notice.

~~14-~~ By ~~ticking the relevant box and~~ completing and delivering the Application Form, mandate form (or equivalent, including any electronic election), the Participant:

(a) agrees to provide the Company with any information which it may request in connection with such application and to comply with legislation relating to venture capital trusts or other relevant legislation (as the same may be amended from time to time); and

(b) declares that a loan has not been made to the Participant or, in the Beneficial Owner case of any Nominee Participant, the beneficial owner on whose behalf the ~~Ordinary~~ Shares are held or any associate of either of them, which would not have been made or not have been made on the same terms but for the Participant ~~or Beneficial Owner~~ electing to receive ~~New Ordinary~~ Shares and that the ~~Ordinary New~~ Shares are being acquired for bona fide investment purposes and not as part of a scheme or arrangement the main purpose of which is the avoidance of tax.

~~15-(a)~~ Elections by individuals for VCT shares should attract applicable VCT tax reliefs (depending on the particular circumstances of a particular individual) for the tax year in which the ~~Ordinary~~ Shares are allotted ~~but~~ Shares allotted to Nominee Participants should attract tax relief for their beneficial owners. Participants and ~~Beneficial Owners~~ beneficial owners are, however, responsible for ascertaining their own tax status and liabilities and ~~neither should obtain tax advice in relation to their own particular circumstances~~ Neither the Scheme Manager nor the Company accepts any liability in the event that tax reliefs are not obtained. ~~Shares allotted to Nominees should attract tax relief for their Beneficial Owners but such Beneficial Owners should obtain tax advice in relation to their own particular circumstances.~~

15(b) The Tax ~~Voucher~~ Certificate can be used to claim any relevant income tax relief either by obtaining from ~~the~~ HM Revenue & Customs an adjustment to a Participant's tax coding under the PAYE system or by waiting until the end of the year and using the Self Assessment Tax Return. Nominee Participants may need to provide supporting evidence as to the beneficial holder and that participation in the Scheme is on behalf of the beneficial owner.

15(c) Participants should be aware of the following:

(a) Up-front income tax relief of up to 30% will only be available on amounts subscribed in VCT shares up to an aggregate amount of £200,000 in any one tax year (subject to reducing the Participant's income tax liability to nil).

(b) A disposal of VCT shares will be subject to clawback by HMRC of any income tax relief originally obtained if such shares are sold within five years of issue. HMRC operate a first in, first out policy to shares disposed of.

(c) The disposal of existing shares in a VCT within six months before or after subscription for new shares in the same VCT (or otherwise where the acquisition and subscription is linked) will result in the amount of the investment in the new shares in the VCT to which VCT tax reliefs are available being reduced by an amount equal to the proceeds

received on the disposal. Careful consideration should be given to participating in the Scheme where a Shareholder has disposed, or intends to dispose, of his or her Shares.

- (d) Whilst it is the intention of the Directors that the Company will continue to be managed so as to qualify as a VCT, there can be no guarantee that such status will be maintained.
16. The Company will, subject to conditions 9, 11 save as otherwise provided in these Scheme Terms and 19 Conditions, issue ~~Ordinary~~ Shares in respect of the whole of any dividend payable (for the avoidance of doubt irrespective of whether the amount of allotment is greater than any maximum limits imposed from time to time to be able to benefit from any applicable VCT tax reliefs) unless the Scheme Manager has been notified to the contrary in writing at least ~~10~~15 days before a Payment Date.
17. Shareholders electing to receive ~~Ordinary~~ Shares rather than a cash dividend will be treated as having received a normal dividend. Shareholders qualifying for VCT tax reliefs should not be liable to income tax on ~~Ordinary~~ Shares allotted in respect of dividends from qualifying VCT shares.
18. For capital gains tax purposes, Shareholders who elect to receive ~~Ordinary~~ Shares instead of a cash dividend are not treated as having made a capital disposal of their existing ~~Ordinary~~ Shares. The new ~~Ordinary~~ Shares will be treated as a separate asset for capital gains purposes.
19. The Company shall not be obliged to accept any application or issue ~~Ordinary~~ Shares hereunder if the Directors so decide in their absolute discretion. The Company may do or refrain from doing anything which, in the reasonable opinion of the Directors, is necessary to comply with the law of any jurisdiction or any rules, regulations or requirements of any regulatory authority or other body, which is binding upon the Company or the Scheme Manager.
20. The amount of any claim or claims a Participant has against the Company or the Scheme Manager shall not exceed the value of such Participant's Shares in the Scheme. Nothing in these Scheme Terms and Conditions shall exclude the Company or the Scheme Manager from any liability caused by fraud, wilful default or negligence. Neither the Company nor the Scheme Manager will be responsible for:
- (a) acting or failing to act in accordance with a court order of which the Scheme Manager has not been notified (whatever jurisdiction may govern the court order); or
 - (b) forged or fraudulent instructions and will be entitled to assume that instructions received purporting to be from ~~ana~~ Shareholder (or, where relevant, a nominee) are genuine; or
 - (c) losses, costs, damages or expenses sustained or incurred by a Shareholder (or, where relevant, a nominee) by reason of industrial action or any cause beyond the control of the Company or the Scheme Manager, including (without limitation) any failure, interruption or delay in performance of the obligations pursuant to these Scheme Terms and Conditions resulting from the breakdown, failure or malfunction of any telecommunications or computer service or electronic payment system or CREST; or
 - (d) any indirect or consequential loss.
21. The Company reserves the right to interpret these Scheme Terms and Conditions and apply them as modified from time to time to be able to operate, and to achieve the intended principles of, the Scheme.
- 22(a) The Company respects the privacy of its Shareholders and Participants in the Scheme and is committed to protecting their personal information. If you would like to find out more about how the Company uses and looks after personal information, please refer to the privacy notice, which can be found at www.foresightgroup.eu/privacy-cookies/.

22(b) You have certain rights in relation to your personal information, including the right to receive a copy of the information that is held about you. For more details, please see the privacy notice referred to above.

22(c) Certain information may be shared with the Scheme Manager, the Registrars and/or other delegates for the purposes of processing elections, participation in the Scheme and in relation to a Shareholder's ongoing investment in the Company. Information may also be shared with regulatory bodies to the extent any of the above entities are required, or consider obliged, to do so in accordance with any statute or regulation or if governmental, judicial and law enforcement bodies require.

22(d) You authorise the Company and its delegates to provide any information as provided by or to you in connection with your participation in the Scheme to any authorised financial adviser notified to the Company (or on its behalf) from time to time. You acknowledge that any such communication may be sent to your financial adviser prior to or, where requested, in place of, being sent to you in such form as may be agreed with your authorised financial adviser.

23 These Scheme Terms and Conditions are for the benefit of a Participant only and shall not confer any benefits on, or be enforceable by, a third party and the rights and/or benefits a third party may have pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded to the fullest possible extent.

22-24 These Scheme Terms and Conditions shall be governed by, and construed in accordance with, English law and ~~Each~~ Participant submits to the jurisdiction of the English ~~Courts~~ and agrees that nothing shall limit the right of the Company to bring any action, suit or proceeding arising out of or in connection with the Scheme in any other manner permitted by law or in any court of competent jurisdiction.