



BLACKFINCH

VENTURES

Ventures EIS Portfolios

Advised Application Form

Welcome

Application Procedures

Thank you for choosing to invest with Blackfinch. We're looking forward to you becoming part of our community. Once invested, our team will be working in line with your financial planning aims. We'll also be on hand to provide support at every stage of your investment journey.

Committed to a more sustainable future

Using 100% recycled paper

Embracing renewable energy

Online application processes

For more information on our ESG and CSR policies please visit blackfinch.com/ESG



Need help with your application?

For support with completing your application, please refer to your adviser in the first instance. Or if you have a question for Blackfinch, our Client Resources team is available. You and your adviser can reach them on 01452 717070 or at enquiries@blackfinch.com. Advisers can also contact their Business Development Manager.

If you are completing a paper application, please submit this to:

Blackfinch Investments Limited
1350-1360 Montpellier Court,
Gloucester Business Park,
Gloucester,
GL3 4AH

If you are completing one of our digital application forms, please email these to enquiries@blackfinch.com or alternatively you can send the completed form to your Business Development Manager.

Please Note

- All forms submitted to Blackfinch Investments Limited must carry original signatures.
- We're unable to accept any liability for cheques or other documents dispatched by post. Such items will be at the Applicant's own risk.
- The completed Application Form constitutes a warranty that any monies the Applicant forwards will be honoured on first presentation.

Welcome

Application Procedures

Cheques and Bank Transfers

Cheques should be made payable to
'Blackfinch Investments Limited'

CHAPS/BACS/FastPay transfers should be remitted after we receive the Application and after we have completed identity checks, including verifying documents, and have provided confirmation of this.

Account Name	Blackfinch Investments Limited
Account Number	01812544
Sort Code	30-95-41

Transfers should be referenced with the Applicant's name.

We will only accept monies from the Applicant's bank account. If Blackfinch Investments Limited is unable to identify the Applicant's identity in respect of the remittance, or if the payment is from a bank outside the UK/EEA, the remittance may be returned to the remitting bank minus any charges arising from the return of funds.

Certifying Power of Attorney documents

To create certified copies of power of attorney documents, please follow the process below:

Make a photocopy of the original document in black and white only.

On the bottom of each photocopied page clearly write:
"I certify that this a true and complete copy of the corresponding page of the original lasting power of attorney."

On the final page please also write:
"I certify that this a true and complete copy of the lasting power of attorney."

Please also ensure that the photocopied document is signed and dated on every page by a professional who is a FCA regulated person, or an accountant or solicitor. The person signing must clearly print their name, occupation and provide their company contact details.

Others who can provide certification include:

- The donor
- A Solicitor
- A person who carries out notarial activities

We have sourced this information from the www.gov.uk website. For more guidance on certified copies relating to power of attorney documents please visit: <https://www.gov.uk/power-of-attorney/certify>

Section 1

Applicant Details

TO BE COMPLETED BY THE APPLICANT

The words and expressions used in this Application Form shall have the meanings ascribed to them in the Blackfinch Ventures EIS Portfolios Brochure and the Terms & Conditions current at the date of completion of this Application Form or as defined elsewhere. By signing this Application Form, the Applicant agrees they have read and understood the Declaration and Undertaking on page 15.

Title Forename(s) Surname

Address Postcode

Previous Address (if not at current address for three months) Postcode

Date of Birth // // National Insurance Number

Telephone Number

Email Address

Section 1 Continued

Applicant Details

TO BE COMPLETED BY THE APPLICANT

Are you investing under Power of Attorney or Trust?

If yes, please enter the names, dates of birth and addresses of all POA / Trustees into the 'Additional Information' on page 6. Please note that Blackfinch will need to verify the identity of all attorneys who sign this form for money laundering purposes and will run electronic identification checks to do so.

Yes No

Are you an existing investor with Blackfinch? If yes, please state your designation number.

How much are you investing? (Minimum Investment £10,000)

Cheque

Bank Transfer

I confirm that I agree for the cooling off period of 14 days to be waived.*
*This will reduce delays investing into available companies within the EIS, or at tax year end.

Please confirm the source of funds for investment

Cash Savings

Share Transfer

Other Investments

Other, please specify

Please provide bank details of where the investment monies are being sent from. Monies will only be accepted from the Applicant's bank account. If Blackfinch Investments Limited is unable to identify the Applicant's identity in respect of the remittance or if the payment is from a bank outside the UK/EEA, the remittance may be returned to the remitting bank minus any charges.

Section 1 Continued

POA/Trustee(s) Details

TO BE COMPLETED BY THE APPLICANT IF APPLICABLE

Number of POA/Trustees

POA/Trustees Details

Name

Date of Birth

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Address

Postcode

Name

Date of Birth

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Address

Postcode

Name

Date of Birth

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Address

Postcode

Section 2

Bank Details & Tax Residency Status

TO BE COMPLETED BY THE APPLICANT

This section must be completed if you have made payment via bank transfer.

Bank Name

Address

Postcode

Account Name

Sort Code

 - -

Account Number

Tax Residency Status

We are legally required to collect information about each Investor's tax residency and classifications, which may be shared with HM Revenue & Customs.

Are you a tax resident, or do you complete a tax return in any country other than the UK? If yes please complete the section below.

Yes No

Country(ies)

Tax Payer Identification Number (TIN) where available

Section 3

Fees & Charges

TO BE COMPLETED BY THE APPLICANT

We accept applications submitted via intermediaries which are FCA authorised advisers where the investment is being made on an advised basis. We will facilitate initial and ongoing intermediary fees which have been agreed between the applicant and the adviser as detailed below.

Initial Intermediary Fee

£ Fixed Sum or % of the amount invested in section 1 page 5

Please tick if a 20% VAT charge is to be added to this fee

If yes, please state the company VAT registration number

Ongoing Intermediary Fee

£ Fixed Sum or % per year

Please tick if a 20% VAT charge is to be added to this fee

If yes, please state the company VAT registration number

Blackfinch Fees

Portfolio Establishment Fee: 3% of the amount invested in section 1 on page 5 (after deduction of Initial and Ongoing Intermediary Fees).

Annual Management Charge: 2% per year of the amount invested in section 1 on page 5 for the first four years only. For the remaining life of the investment, Blackfinch will apply a 0% Annual Management Charge for investors.

Performance Fee: Blackfinch, company directors, or key management will be entitled to up to a 20% share of returns exceeding £1.30 for every £1.00 invested (ignoring tax reliefs). This performance fee is calculated on an individual company basis.

Blackfinch retains the right to recover reasonable expenses (e.g. legal, due diligence, director, accounting, arrangement company secretarial, audit) incurred by Blackfinch and its affiliates in managing and administering the service and the investee companies which Blackfinch Ventures EIS Portfolios invests. Blackfinch also retains the right to charge monitoring and exit fees to the investee company.

Important: Initial and Ongoing Financial Intermediary Fees will be facilitated via a deduction of the amount invested in section 1. Ongoing fees will be held in a client bank account and paid to the Financial Intermediary for the first four years of the investment.

Section 4

Intermediary Details

TO BE COMPLETED BY THE FINANCIAL ADVISER/INTERMEDIARY

Full Name of Intermediary

Full Name of Regulated Firm

Firm Address

Postcode

Telephone Number

Financial Adviser/Intermediary FCA Reference Number

Email Address

Section 5

Applicant Suitability

TO BE COMPLETED BY THE APPLICANT

Blackfinch is required by the FCA to obtain sufficient information from you to ensure that this investment is suitable. Therefore, it is important that you provide the information requested below.

Investment Objective

The Blackfinch Ventures EIS Portfolios offers investors an opportunity to participate in a portfolio of qualifying shares in unquoted companies operating in knowledge intensive sectors targeting innovators or disruptors in any market: entrepreneurs that can demonstrate established and proven concepts, visibility of profit and cash generation, and are looking to take the next step in their growth phase. These are high risk investments and no capital protection is offered. The investment strategy is set out in more detail in the Blackfinch Ventures EIS Portfolios Brochure.

Shares in unquoted companies carry a higher risk than shares quoted on the main market of the London Stock Exchange. The investment is designed to be held for the medium to long term, and any investment should be made on the basis that it will be left intact for at least three to seven years.

It is not intended that any income or capital will be returned to investors during the three years following the issue of qualifying shares. Blackfinch will not borrow money on behalf of investors, nor lend securities or enter into stock lending or similar transactions.

Please confirm that you understand the investment objective and are aware of all the risk profile of the investment

Please confirm that the investment objectives and risk profile are consistent with your personal investment objectives

Please confirm that you understand your investment will be held over the medium to long term

EIS Relief

An investment in the Blackfinch Ventures EIS Portfolios is unlikely to be suitable if you are not able to take advantage of EIS relief. Please answer the following.

Do you wish to take advantage of EIS Relief for the investments made by the Manager on your behalf? Yes No

Are you seeking to claim full income tax relief (you should consider whether you have sufficient tax liability in the relevant year)? Yes No

Are you seeking to claim capital gains deferral relief (you should consider whether you have sufficient capital gains in the relevant year in excess of your annual allowance as well as income chargeable to tax to use this relief)? Yes No

Section 5 Continued

Applicant Suitability

TO BE COMPLETED BY THE APPLICANT

Please confirm the tax year and the investment amount on which you are seeking to obtain tax relief.

2019/2020

£

2020/2021

£

No Preference

Please note that while we endeavour to satisfy investors requirements wherever possible, all allocations will be subject to available capacity.

Are you aware of any significant capital commitments within the next four years which cannot be funded from your disposable income or liquid savings?

Yes

No

(If yes please confirm how this commitment will be funded)

Knowledge and Experience

Please confirm how many tax efficient investments (VCTs, SEIS, EIS, EZT) you have made in the last five years.

Please confirm how many investments in equities quoted on the London Stock Exchange you have made in the last five years.

Please confirm how many investments in AIM listed companies or companies which are not listed you have made in the last five years.

Please confirm how much, on average, you cumulatively invest each year in these investment types.

Below £10,000

£10,000 – £25,000

£25,001 – £100,000

Section 5 Continued

Applicant Suitability

TO BE COMPLETED BY THE APPLICANT

Please indicate your annual net disposable income (after all annual financial commitments)

Below £50,000 £50,001 – £100,000 £100,001 – £500,000 Above £50,001

Please indicate the value of all your assets after deduction of liabilities (such as loans).
Please exclude your principal residence from this figure

Below £50,000 £50,001 – £100,000 £100,001 – £500,000 £500,001 – £1 million Above 1 million

Please indicate the value of your principal residence and any other property investments

Below £250,000 £250,000 - £500,000 Above £500,001

Employment and source of Income

Please confirm your employment status

Employed Self Employed Retired

Please confirm your Occupation/Professional Position*

*Please indicate if you hold or have previously held a position in the financial services sector relevant to this investment, if you hold a professional qualification (e.g. ACA, ACCA, CTA, Securities Institute Cert/Diploma), or if you are a professional (e.g. accountant, stockbroker or solicitor).

Please confirm your source of Income

Earnings Investment Income

Other, please specify

Section 6

Applicants Declaration

TO BE COMPLETED BY THE APPLICANT

By signing this form I declare that:

- I have read and understood the Blackfinch Ventures EIS Portfolios Brochure.
- I have read and understood the Terms & Conditions and agree to be bound by them.
- I have read and understood the declaration and undertaking on page 16 and agree to be bound by them.
- I consent to the Blackfinch fees and charges which are detailed on page 8 of this application form as well as the Blackfinch Ventures EIS Portfolios Brochure.
- I consent to Blackfinch Investments Limited facilitating my Financial Intermediaries fees and charges.
- I understand that you may undertake a search with a third party company for the purpose of verifying my identity and the details I have submitted as part of this application. To do so the third party companies may check the details I supply against any particulars on any database (public or otherwise) to which they have access. That you may use my details in the future to assist other companies for verification purposes. A record of the search will be retained.

Signature of Applicant

Name in Block Capitals

Date

 / /

Data Protection

Blackfinch Investments Limited will use the information provided by you on this Application Form for administration and research purposes. The information will be held in confidence by Blackfinch Investments Limited and will not be passed to any companies. From time to time we would like to send you information on our other products and services.

If you would like to receive such information, please tick this box.

If you would prefer **not** to receive such information, please tick this box.

Additional Information

Section 7

Verification of Identity

TO BE COMPLETED BY THE INTERMEDIARY

Confirmation of Verification of Identity Private Individual - Introduction by a FCA regulated firm

Full Name

Date of Birth

Address

Postcode

Previous Address (if not at current address for three months)

Postcode

Confirmation

I/we confirm that

- (a) the above information in Section 7 was obtained by me/us in relation to the customer
- (b) the evidence I/we have obtained to verify the identity of the customer:

Meets the standard evidence set out within the guidance of the UK Financial Sector issued by JMLSG;

or

Exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation)

Signature of Intermediary

Date

Name in Block Capitals

Position

Full name of regulated introducer firm

FCA reference number

Section 8

Customer Due Diligence & Anti Money Laundering

TO BE COMPLETED BY THE INTERMEDIARY

In order to provide assurance to Blackfinch Investments Limited and its bankers and managers that the applicable anti-money laundering law and regulations are complied with, I confirm:

- The Applicant is one of my customers and has been known to me for years;
- The identity and address of the Applicant has been verified to EU requirements and at least in accordance with the standard required by UK law and regulation and any additional “customer due diligence” information required is attached;
- That I have had sight of the original identification evidence and address documentation and that those containing a signature were pre-signed;
- I have completed the Verification of Identity Confirmation (Section 7 of this form). Evidence of identification will be retained in my records and will be made available on request;
- The source of subscription proceeds is known a) to be legitimate, b) not to contravene the applicable anti- money laundering law and regulations, and c) not to relate to the proceeds of any conduct which constitutes any criminal offence in any part of the UK if it occurred there;
- I have seen evidence of the source of funds in the form of
- I am unaware of any activities on the part of the Applicant which leads me to suspect that the Applicant is or has been involved in criminal conduct or money laundering. Should I subsequently become suspicious of any such activity then, subject to legal constraints, I shall inform Blackfinch’s Money Laundering Reporting Officer immediately.

Advised Basis: I confirm I have carried out due diligence upon this service and carried out a suitability test on the Applicant and Underlying Investor (in accordance with COBS 9 of the FCA Handbook) to ensure the investment is suitable for the Applicant and Underlying Investor.

Yes No

I hold a current statement of professional standing issued by a body accredited by the FCA and have been assessed as ‘fit & proper’ to perform the client dealing certification function.

Yes No

I confirm that all client documentation is to be sent to me and I will ensure that it is passed to the Applicant (or Power of Attorney / Trustee).

Yes No

Terms & Conditions for Authorised Intermediary

- I confirm I am authorised under FSMA 2000 to arrange deals in the Ventures EIS Portfolios.
- I have read and agree to be bound by the Blackfinch Intermediary Terms of Business Agreement.

Signature of Intermediary

Name in Block Capitals

Date

Section 9

Declaration and Undertaking

TO BE READ BY ALL PARTIES

1. The Applicant undertakes to Blackfinch Investments Limited that it may rely on the offer made by the Applicant to participate in the Blackfinch Ventures EIS Portfolios pursuant to this Application Form and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.

2. The Applicant hereby warrants to Blackfinch Investments Limited that:

(I) the Applicant agrees to proceed with an investment in the Blackfinch Ventures EIS Portfolios upon the Terms & Conditions, which together with this Application Form constitutes the Agreement with the Applicant;

(II) the Applicant agrees to pay or procure payment on demand and to indemnify or procure the indemnification of Blackfinch Investments Limited against:

(a) any liabilities, expenses or payments which may be payable by the Applicant under the Agreement;

(b) any sums to which Blackfinch Investments Limited or any other person may become entitled by way of indemnity under the Agreement; and

(c) any other sums in respect of which Blackfinch Investments Limited is entitled to indemnification from the Applicant;

(III) the Applicant has received the Blackfinch Ventures EIS Portfolios Brochure and is aware of the aims and objectives of the Blackfinch Ventures EIS Portfolios and has relied on the advice of, or has consulted with, their own professional Financial Intermediaries with regard to the tax, legal and other economic considerations related to this application to the Blackfinch Ventures EIS Portfolios; or is aware it is open to them to seek advice from a professional adviser;

(IV) the Applicant has received and has read and understood the terms of the Blackfinch Ventures EIS Portfolios Brochure and particularly the section headed 'Risks', and is aware of the risks of proceeding with this application; and the Applicant could lose all of their investment monies and has the capacity to absorb this loss;

(V) the Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, an investment in the Blackfinch Ventures EIS Portfolios;

(VI) in evaluating the suitability of an investment in the Blackfinch Ventures EIS Portfolios, the Applicant has not relied upon any representation or warranty (whether oral or written) made by Blackfinch Investments Limited or any other person other than as set forth in the Blackfinch Ventures EIS Portfolios Brochure, save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Blackfinch Ventures EIS Portfolios have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with Blackfinch Investments Limited concerning the Terms & Conditions relating to an investment in the Blackfinch Ventures EIS Portfolios;

(VII) the Applicant has the financial ability to bear the economic risk of participating in the Blackfinch Ventures EIS Portfolios, has adequate means for providing for their current needs and possible contingencies and has no need for the liquid funds representing their investment in the Blackfinch Ventures EIS Portfolios;

(VIII) the Applicant shall execute and deliver to Blackfinch Investments Limited, within five days after receipt of a request from Blackfinch Investments Limited, such further designations, powers of attorney and other instruments as Blackfinch Investments Limited shall reasonably deem necessary;

(IX) the Applicant shall promptly provide to Blackfinch Investments Limited such information as it may reasonably require;

(X) all information provided to Blackfinch Investments Limited in this Application Form is correct and complete as at today's date and may be relied upon by Blackfinch Investments Limited. The Applicant agrees to notify Blackfinch Investments Limited as soon as reasonably practicable upon becoming aware if:

any representation or warranty contained in this Application Form becomes untrue prior to the acceptance of the application; or

any response to any questions contained in this Application Form become untrue at any time;

(XI) the Applicant agrees to provide such information and execute and deliver such documents as Blackfinch Investments Limited may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form or to comply with any law or regulation applicable to the Blackfinch Ventures EIS Portfolios, provided that any confidential information disclosed shall be kept confidential by Blackfinch Investments Limited and shall not be made available to any third party unless required by law or by any regulatory authority.

3. The Applicant agrees, by executing this Application Form, to be bound by the terms of the Agreement and this Application Form shall accordingly constitute the Applicant's irrevocable agreement to be bound by the Terms & Conditions of the Agreement.

4. The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Agreement.

5. The Applicant acknowledges that Blackfinch Investments Limited will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify Blackfinch Investments Limited and each of their associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.

6. The Applicant agrees that the information provided to Blackfinch Investments Limited in connection with this application and during the course of the operation of the Blackfinch Ventures EIS Portfolios may be stored on computer or otherwise by Blackfinch Investments Limited and such other parties that Blackfinch Investments Limited may nominate for administrative purposes and consent to the use of such information for the purpose of the ongoing administration of the Blackfinch Ventures EIS Portfolios.

This Application Form, the Blackfinch Ventures EIS Portfolios Brochure and the Terms & Conditions constitute the Agreement, which shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with this Application Form.

IMPORTANT INFORMATION

Blackfinch Ventures is a trading name of Blackfinch Investments Limited which is authorised and regulated by the Financial Conduct Authority. Registered address: 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. Registered in England and Wales company number 02705948.