



BLACKFINCH

VENTURES

Ventures EIS Portfolios

Terms and Conditions

1. The Agreement

The Application Form, the Blackfinch Ventures EIS Portfolios Brochure and these Terms and 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 the Agreement. No other documentation or literature can be used as part of this Agreement.

2. The Services

The Blackfinch Ventures EIS Portfolios Brochure describes the services we will provide to you. Blackfinch Investments Limited is authorised and regulated by the Financial Conduct Authority (“FCA”) (firm registration number 153860) with permission to manage investments on a discretionary basis.

The intention is to invest your portfolio in securities in knowledge-intensive companies, targeting innovators or disruptors in any sector: 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, and that qualify for Enterprise Investment Scheme (EIS) relief. However, you should note that we are unable to give any guarantees or assurances that such securities are, or will remain qualifying.

3. The Assets

The assets held within your portfolio will be held by Blackfinch, either through its nominee company or an eligible custodian. Any cash within your portfolio will be held by Blackfinch through an approved bank in accordance with clause 4.

Assets held on your behalf, including investment certificates will be registered in the name of our nominee company. We will, in accordance with the FCA rules, keep records to show the beneficial owner of the assets.

By entering into this agreement, you hereby authorise Blackfinch to act on your behalf and exercise all rights (including voting rights) attached to the assets held in

your portfolio as follows: if we have express instructions from you, we will follow them and vote or exercise rights accordingly; if we do not have express instructions from you we will exercise rights (including voting rights) on your behalf as we see fit using our discretion.

Our nominee company, as soon as reasonably practical, will claim and account for all dividends, interest and other payments or entitlements received 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.

4. Your Money

We will deal with your money in accordance with the client money regulations of the FCA. You grant to us the right (following your initial investment or any further investments) to hold your uninvested cash in a client bank account pending investment. We will not pay interest on money held in our client bank account unless we notify you otherwise.

After termination of this Agreement, we may, subject to the applicable rules, retain your money for our own discretion if it remains unclaimed for a period of at least 6 years and provided that we have taken reasonable steps to trace you and return the balance.

5. Investor Classification

Unless you indicate otherwise on the Application Form, you will be categorised as a retail client in accordance with the FCA rules.

6. Complaints

We endeavour to deliver a first-class service to our clients, but we recognise that there may be occasions when we fail to meet your expectations. If you have a complaint, then you can contact us by phone on: 01452 717 070 or by post at: Blackfinch Investments Limited, 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. You may request a copy of our complaints-handling procedure at any time. Complaints that we are unable to settle may be referred to the Financial Ombudsman Service (“FOS”).

The FOS is an independent service set up to resolve disputes between customers and businesses providing financial services. The FOS can be contacted at: Exchange Tower, Harbour Exchange, London, E14 9SR and further information about the FOS may be found at www.financial-ombudsman.org.uk.

7. Financial Services Compensation Scheme

We are a participant in the Financial Services Compensation Scheme (the "FSCS"). As a retail client you may be eligible to claim compensation from the FSCS in certain circumstances if we, any approved bank, our nominee company or eligible custodian are in default. Most types of investment business are covered in full for the first £85,000 of any eligible claim. Not every investor is eligible to claim under this scheme: for further information please contact us, or the FSCS directly at www.fscs.org.uk.

8. Charges and Fees

The charges and fees for the Blackfinch Ventures EIS Portfolios service are as stated in the Application Form and the Blackfinch Ventures EIS Portfolios Brochure. The Blackfinch Annual Management Charge referred to in the Application Form is charged directly to the Investee Companies. The Blackfinch Initial Fee and any Initial or Ongoing Intermediary Fees under clause 13 (for advised Investors) will be payable by the Investor. The Blackfinch Annual Management Charge will be charged to the Investee Company once your money has been invested into it and you authorise us to make such deduction at such intervals as stated in the Blackfinch Ventures EIS Portfolios Brochure. If there are insufficient monies available to meet our Annual Management Charge, then we may at our discretion elect to roll this up interest free to be deducted on a later occasion when sufficient monies may be available to cover such annual management charges.

9. Discretionary Authority

By entering into this Agreement, you grant Blackfinch the full authority to manage your portfolio at our sole discretion and without prior reference to you or your Intermediary. We will acquire for your portfolio assets

that Blackfinch reasonably believes at the time to be Qualifying Investments. We will abide by more specific investment objectives and restrictions (if any) that we commit to in the Blackfinch Ventures EIS Portfolios Brochure. We will, typically acting as your agent, buy and/or sell one or more assets and otherwise act as we think appropriate in relation to the management of the portfolio, but subject always to the provisions of this Agreement. If we have express instructions from you, we will follow them and act (including as to the exercise of any voting rights) accordingly. If we do not have express instructions from you we will act (including as to the exercise of any voting rights) on your behalf using our discretion. You should note that any sale of assets by us may trigger tax consequences about which you should speak to your Intermediary or tax adviser. We are not responsible for the taxation consequences of any transaction.

10. Limits and Restrictions

You acknowledge that Blackfinch has not provided you with any investment or tax advice and that Blackfinch does not give any investment or tax advice and we therefore recommend that you seek advice from a professional adviser or tax consultant that is appropriately qualified and authorised to give tax / investment advice. If we do provide you with information on particular investments, markets (such as market trends), or the performance of selected companies, this should not be viewed as a personal recommendation or advice and is provided strictly for your information only. We shall not be liable for any losses you suffer or incur as a result of acting or deciding to act on the advice or recommendation of any third party (including your Intermediary) in relation to our services. You acknowledge that it is your responsibility (or the responsibility of your Intermediary) to keep your financial circumstances, objectives and appetite for risk under review, and to assess whether the Blackfinch Ventures EIS Portfolio service remains suitable for your needs.

11. Portfolio Valuations and Reporting

You will receive statements quarterly, comprising the cost and current value of all underlying assets within your portfolio. These periodic statements will also show fees charged or accrued by Blackfinch (and its group companies) and transactions made within the period.

12. Basis of Valuations

Valuations for the Investee Companies in the periodic statements are in accordance with the International Private Equity Valuation (IPEV) guidelines as adopted by the British Venture Capital Association (BVCA) and will reflect Blackfinch's good faith effort to ascertain fair value of the portfolio based on valuation information believed by Blackfinch to be reliable. The performance of the portfolio will not be measured against any stock market or other index.

13. Your Intermediary Fees

Your Intermediary should have disclosed to you the total fees that relate to the advice or service that they gave to you in respect of your investment in the Blackfinch Ventures EIS Portfolios service.

Blackfinch may take, or procure the making of, facilitation payments in respect of fees you have agreed with your Intermediary on your behalf as detailed in the Application Form.

Any Initial and Ongoing Intermediary Fees will be deducted from the amount of cash that you subscribe before the balance is invested in your portfolio. The amount taken will be agreed between you as the Investor and your Intermediary.

If you have agreed to pay for your Intermediary's fees on an ongoing basis, we will facilitate the payment of the Ongoing Intermediary Fees. These Ongoing Intermediary Fees will be payable for the first four years of investment unless and until you give us contrary instructions.

You have the right to cancel the facilitation of Ongoing Intermediary Fees at any time by notice in writing to us. We will stop facilitating the Ongoing Intermediary Fees as soon as we receive your instruction, but please note that we cannot backdate any instruction to stop paying your Ongoing Intermediary Fees: your instruction to cease facilitating your Ongoing Intermediary Fees will be valid only from the date we receive it, and we will assume that your Intermediary is entitled to receive the fees that you have authorised up to the date that you withdraw your authorisation, and we will make arrangements to pay any accrued Ongoing Intermediary Fees from your portfolio. Once we have processed the fee and paid your Intermediary,

we are not entitled to recover it, so you will need to take the matter up directly with your Intermediary.

You may also request the facilitation of an Ongoing Intermediary Fee to be paid to a new Intermediary who is advising/servicing you in relation to the Blackfinch Ventures EIS Portfolios service in place of the previous Intermediary. Any such request must also be submitted in writing to us. We will stop facilitating the previous Ongoing Intermediary Fee as soon as we receive your instruction, but we will make arrangements to pay any accrued fees up to that date (on a pro rata basis).

The Ongoing Intermediary Fees will start accruing to the new Intermediary from the date that we receive your instruction.

If you cancel your Intermediary's ongoing service you also need to tell us to cease paying your Intermediary. If you do not have a new Intermediary to replace the advice/servicing to you in relation to the Blackfinch Ventures EIS Portfolios service, and inform us that you are not replacing your intermediary we will refund any fees held back to you.

14. Withdrawal from the Service and Transfer of Securities

You may request that Blackfinch terminate the provision of its services to you under this Agreement at any time on giving one month's written notice.

You may also request that Blackfinch transfer the securities in your portfolio to another person, provided that such transfer would not jeopardise the EIS status of the investee companies involved. In such case, we will need you to notify us as to whom the custody of the securities should be transferred.

You may also request Blackfinch to attempt to source a buyer for your securities. However, it is not anticipated that there will be a ready market for the securities held in your portfolio and it may not be possible for us to quickly sell your securities. Until a buyer can be found for your securities, Blackfinch will continue to charge its fees to the investee company and this Agreement shall not be terminated. On termination of this Agreement under this clause 14:

a. all of the fees set out in the Blackfinch Ventures EIS Portfolios Brochure shall remain payable and those parties

entitled to the reimbursement of costs or expenses under this Agreement or the Blackfinch Ventures EIS Portfolios Brochure shall remain so entitled notwithstanding the termination of this Agreement;

b. any monies will be transferred into your name and you will be liable to pay the cost of any such transfers;

c. if applicable, the securities will be transferred into such other name as you may direct and you will be liable to pay the cost of any such transfers;

d. we may retain and/or realise such securities as may be required to pay your outstanding liabilities, including any of the fees, costs and expenses referred to above.

Termination will not affect any accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments (other than those referred to above).

(c) we may retain and/or realise such Investments as may be required to pay your outstanding liabilities, including any of the fees, costs and expenses referred to above.

Termination will not affect any accrued rights, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payments (other than those referred to above).

15. Cancellation Rights

You have the right to cancel your Subscription provided that you notify Blackfinch in writing at the address set out in this Agreement. You can cancel your Subscription within 14 days of us accepting your Application Form provided that your money has not already been committed to investment.

If you exercise the right to cancel your subscription, we will refund any monies paid by you less any charges that have already incurred for the Services undertaken in accordance with the terms of this Agreement (if any) and less any sums paid to your Intermediary. Blackfinch will endeavour to arrange the return of any such monies as soon as possible (and in any event, not more than 30 days following cancellation). You will not be entitled to interest on such monies.

Where you do not exercise the right to cancel within the requisite time period, any termination of this Agreement by you will be governed by the conditions specified in Clause 14.

16. Delegation

Any of our functions under this Agreement may be delegated to an associate or competent (and if relevant, appropriately regulated) third party of our choosing to perform such functions. We may appoint other members of the Blackfinch Group who are suitably qualified to provide investment advisory services to us in respect of your investment. We may also delegate to other members of the Blackfinch Group who are suitably qualified. We will give you written notice of any such delegation which 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 to a third party. We will act in good faith and with due diligence in the selection, use and monitoring of third party agents and delegates. We will use reasonable skill and care in our selection, monitoring and use of agents.

17. Conflicts of Interest

Blackfinch has implemented a conflicts of interest policy that identifies the types of actual or potential conflicts of interest that affect our business and how these are managed. Our conflicts policy also includes details of any conflicts that, were they to arise, we could not effectively manage. In these circumstances we would not be in a position to provide our services to you.

You agree that we, or any associate, may effect transactions in which we, or an associate, have directly or indirectly a material interest or a relationship of any description with another party that involves or may involve a potential conflict with our duty to you. We shall ensure that such transactions are effected on terms that are not less favourable to you than if the conflict or potential conflict of interest had not existed. Subject to the terms of our conflicts policy and subject to any contrary obligation under the FCA rules neither we, nor any of our associates, shall be required to account to you for any profit, commission or remuneration made or received from or by reason of such

transactions. It is possible that the underlying activities in which your subscriptions may be invested and the entities which they may fund may deal or co-invest with entities in which Blackfinch, its associates or its clients have financial interest or to which Blackfinch or its associates provide services. Such interests may include, without limitation, equity investments and/or debt investments and/or our interest as a service provider. Dealings may include the provision of credit facilities on preferred or subordinated terms. Accordingly, we, or any member of our group, (including any associate) may be entitled to gains, profits or fees from or in relation to such companies and entities.

18. Variation and Assignment

We may, at any time, change the terms of this agreement by giving you written notice. Such amendment will take effect on the date specified in the written notice. For the avoidance of doubt, these changes may impact our fees and charges or the level of service provided.

Blackfinch may amend these terms if it believes it necessary in order to respond proportionately to changes in the applicable rules or decisions of any regulatory authority or to reflect new industry guidance and codes of practice, to comply with changes to law and Regulations.

We may also amend the terms of this agreement to reflect changes to our computer or database systems, our administrative processes and procedures, market practice or client requirements and to reflect other legitimate cost increases (or reductions) associated with providing your Blackfinch Ventures EIS Portfolios service.

You will be given at least 30 days' notice in respect of any changes to these terms, unless the specific circumstances require a shorter or longer period (including, without limitation, where required to do so under the applicable rules). Any amendments will comply with applicable laws and regulations including the FCA rules.

19. Term and Consequences of Termination

This Agreement shall commence from the date your Application Form is accepted and shall continue until terminated by either party. Blackfinch intends to realise

the investments in the portfolio within a period of approximately three to six years after the investment in the Investee Companies. Prior to the realisation of investments Blackfinch will set and notify you of an estimated date upon which we will begin to realise investments and seek your instructions with regards to the proceeds.

Please note that if the underlying assets are sold you or the transferee may lose any potential tax benefits.

20. Data Protection

We may keep records in which your name and certain personal information will be stored – including products and services you have purchased and use. If you contact us we may keep a record of that correspondence and we may keep copies of any documents that you provide to us including any documents provided for verifying your identity such as your passport or driving license. We may use the information we collect about you for processing your application, verifying your identity, meeting our obligations under any applicable rules, providing the services to you under the Agreement, administering your account and for customer service, product analysis and market research purposes. Certain information may be shared with associates if they provide products or services to you, credit reference agencies and UK and overseas law enforcement agencies or regulatory authorities and other relevant bodies. The information that we hold about you is confidential and will not be used for any purpose other than in connection with the provision of services to you, unless it is information that is already publicly available. This confidential information will only be disclosed to third parties under the circumstances described below:

- As stated already above;
- We may be entitled or bound to disclose under applicable rules, or if requested by any regulatory or competent authority having control or jurisdiction over us;
- To investigate or prevent fraud, money laundering, terrorism or any other illegal activity;
- To any third party in or outside the European Union in connection with our services;
- For identity checks;
- If it is in the public interest to disclose such information; or
- At your request or with your consent.

You have the right to receive a copy of the information that Blackfinch holds about you to the extent that it constitutes personal information. To request this, please write to our Data Protection Officer at Blackfinch Investments Limited, 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. For further information regarding data protection please refer to our privacy policy.

21. Liability

For the avoidance of doubt, nothing in these Terms & Conditions or the Agreement shall exclude any liability we have to you under the applicable rules (including for the avoidance of doubt, FSMA, any regulations made under FSMA or the FCA rules).

We will act in good faith and with due diligence in managing your portfolio 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.

We will not be responsible for any losses to the extent that they arise from any information provided by you being untrue, inaccurate or incomplete.

Subject to the above, we accept no responsibility for any loss of tax benefits that you may suffer as a result of any transactions that we carry out for your portfolio. Where we are liable to you under this Agreement, subject to the provisions above, our liability shall be limited to the replacement of the assets or cash held in your portfolio (including interest) lost or foregone as an immediate result of our action or failure to act.

We will not be liable for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which you may suffer or incur arising out of our acts or omissions, however that loss, liability or cost is caused and regardless of whether it was foreseeable or not. This means that we will not be liable for any losses that are indirectly associated with the specific incident which has caused you to claim (for example, loss you may incur from not being able to sell assets where the prices of such assets are falling or from not being able to purchase assets where the price of assets are rising; loss which may arise from not being able to complete transactions for your portfolio; loss of profits; loss of business or loss of data).

We shall not be liable for any loss or damage of any direct or indirect nature caused by changes in revenue law or practice as determined by HM Revenue & Customs from time to time.

We will not be liable for any loss in value which your portfolio suffers, or for our failure to perform investment transactions for the account of your portfolio, in the event of any failure, interruption or delay in the performance of our obligations resulting from acts, events or circumstances that are beyond our reasonable control. Acts, events or circumstances that are not reasonably within our control, including but not limited to: acts or regulations of any governmental, regulatory or supranational bodies or authorities; breakdown, failure or malfunction of any telecommunications or computer service or system outside our reasonable control; and acts of war, terrorism, civil unrest or natural disaster.

Nothing in the Agreement shall exclude or restrict any obligation that we may have to you under the applicable rules.

22. Interpretation

This Agreement is governed by and is to be construed in accordance with English law. The Agreement is based on our understanding of current law and the applicable rules. The English Courts have exclusive jurisdiction in respect of any claim between you and us.

It is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of Contracts (Rights to Third Parties) Act 1999, common law or otherwise, by any person who is not a party to this Agreement save that any associates shall have the benefit of any provision of this Agreement expressed to be for the benefit of associates.

Neither party intends any provision of our Agreement to be enforceable by any person other than themselves or their permitted successors or assigns unless provided expressly to the contrary under the Agreement. Save as otherwise provided under this clause, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

If any part of the wording of these terms shall become or is declared to be illegal, invalid or unenforceable for any

reason, such part or wording will be deleted and shall be divisible from the rest of these terms, which will continue in force.

The failure of Blackfinch to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of other rights or remedies.

This Agreement is supplied in English, and we will only be required to communicate in English during the course of our relationship with you.

23. Notices

Blackfinch may send any communications to you at the address that you provide to us in the Application Form (or to any provided postal address that you may notify us of in writing from time to time). You may communicate with us at: Blackfinch Investments Limited, 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. Notice sent by first class post to such address 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: 01452 717 070. Telephone calls may be recorded or monitored for our mutual protection.

Glossary

This section of the Terms & Conditions sets out the defined terms that are used throughout the Agreement. Capitalised terms that are defined in the Blackfinch Ventures EIS Portfolios Brochure or the Application Form that are not defined in the Agreement shall bear the meaning ascribed to them in those documents.

Any reference in these terms to any statute, statutory provision, or rule (including, without limitation, a reference to the applicable rules) includes reference to any statutory modification, or amendment of it or any re-enactment, or replacement that supersedes it, and to any regulation or subordinate legislation made under it (or under such a modification or re-enactment).

References to these terms, the Agreement, or to any other document shall include any variation, amendment, supplement to, or replacement of, such document(s). References to the plural shall include the singular and vice versa. Any reference to a person shall be to a legal person of whatever kind, whether incorporated or unincorporated. Any reference to a “clause” is to a clause in these terms.

Agreement

the agreement between us as described in Terms & Conditions above.

Approved Bank

means Lloyds Bank PLC or such other bank, credit institution, or other regulated institution authorised selected by us to hold client money in accordance with the FCA rules.

Applicable Rules

means the FCA Rules, FSMA, the MLR and the DPA, and all other applicable laws, regulations, rules, evidential provisions and the directions of any applicable regulatory body (including, without limitation, the FCA).

Application Form

means the separate document that is applicable to your service, which you need to complete in order to make an application for investment in the Blackfinch Ventures EIS Portfolios.

Associate

means any holding, or subsidiary company of Blackfinch Investments Limited.

Blackfinch

means Blackfinch Investments Limited.

Blackfinch Group

means Blackfinch Investment Group International Limited and its subsidiaries (as defined in section 1150 of the Companies Act 2006).

Blackfinch Ventures EIS Portfolios Brochure

means the separate document that is applicable to your service, published by us from time to time.

Business Day

means any day on which The London Stock Exchange is open for business.

Business Relief

means Business Relief as provided for in Part V, Chapter I of the Inheritance Tax Act 1984.

Conflicts Policy

the conflicts policy published by us, which is available upon request.

DPA

means the Data Protection Act 2018.

EIS

means the Enterprise Investment Scheme.

EIS Relief

means the tax reliefs available under the EIS, including income tax relief, capital gains reinvestment relief and capital gains disposal relief pursuant to part 5A of the Income Tax Act 2007.

Eligible Custodian

means any third party custodian (including an associate) who may be appointed by us from time to time to hold the assets and/or cash in your portfolio.

FCA

means the Financial Conduct Authority, which expression shall include any replacement or substitute and any regulatory body or person succeeding, in whole or in part, to the functions of the FCA; or any other relevant supervisory body.

FCA Handbook

means the handbook of rules and guidance issued by the FCA.

FCA Rules

means the rules issued by the FCA as contained in the FCA handbook.

FSMA

means the Financial Services and Markets Act 2000.

Initial Financial Intermediary Fee

means any advice or introducer fee payable by you or on your behalf to an Intermediary in relation to advice or service by the Intermediary in respect of the Blackfinch Ventures EIS Portfolios, which is agreed between the Intermediary and you.

Intermediary

means the appropriately qualified and authorised adviser that you may appoint from time to time to provide you with investment advice or is a professional firm authorised by a designated professional body.

Investee Company

means a company in which you are invested, which is a qualifying company for EIS purposes.

MLR

means the Money Laundering Regulations 2007.

Nominee Company

means the Blackfinch Investments Limited nominee company appointed to hold assets in your portfolio.

Ongoing Financial Intermediary Fee

means any advice or introducer fee payable by you or on your behalf to an Intermediary in relation to ongoing advice or services provided by the Intermediary in respect of the Blackfinch Ventures EIS Portfolio service, which is agreed between the Intermediary and you.

Portfolio

means the portfolio of assets (including uninvested cash) subject to our management in accordance with the Agreement.

Qualifying Investment

means an investment for shares in an investee company which qualify for EIS relief and constitute “relevant business property” under the Inheritance Tax Act, section 105(1)(bb) and section 105(3).

Retail Client

has the meaning given by the FCA Handbook, being in summary, a categorisation prescribed by the FCA which may be applied to clients and which affords the highest levels of protection under the UK regulatory regime.

We

means Blackfinch Investments Limited as the context allows and “US” and “OUR” have corresponding meanings

You or Investor

means the investor on whose behalf the Intermediary enters into the Agreement as agent, includes the Investor’s executors and, “YOUR” has a corresponding meaning.

IMPORTANT INFORMATION

Blackfinch Ventures is a trading name of Blackfinch Investments Limited who is authorised and regulated by the Financial Conduct Authority. Registered Address 1350–1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH. Registered Company In England And Wales No. 02705948.