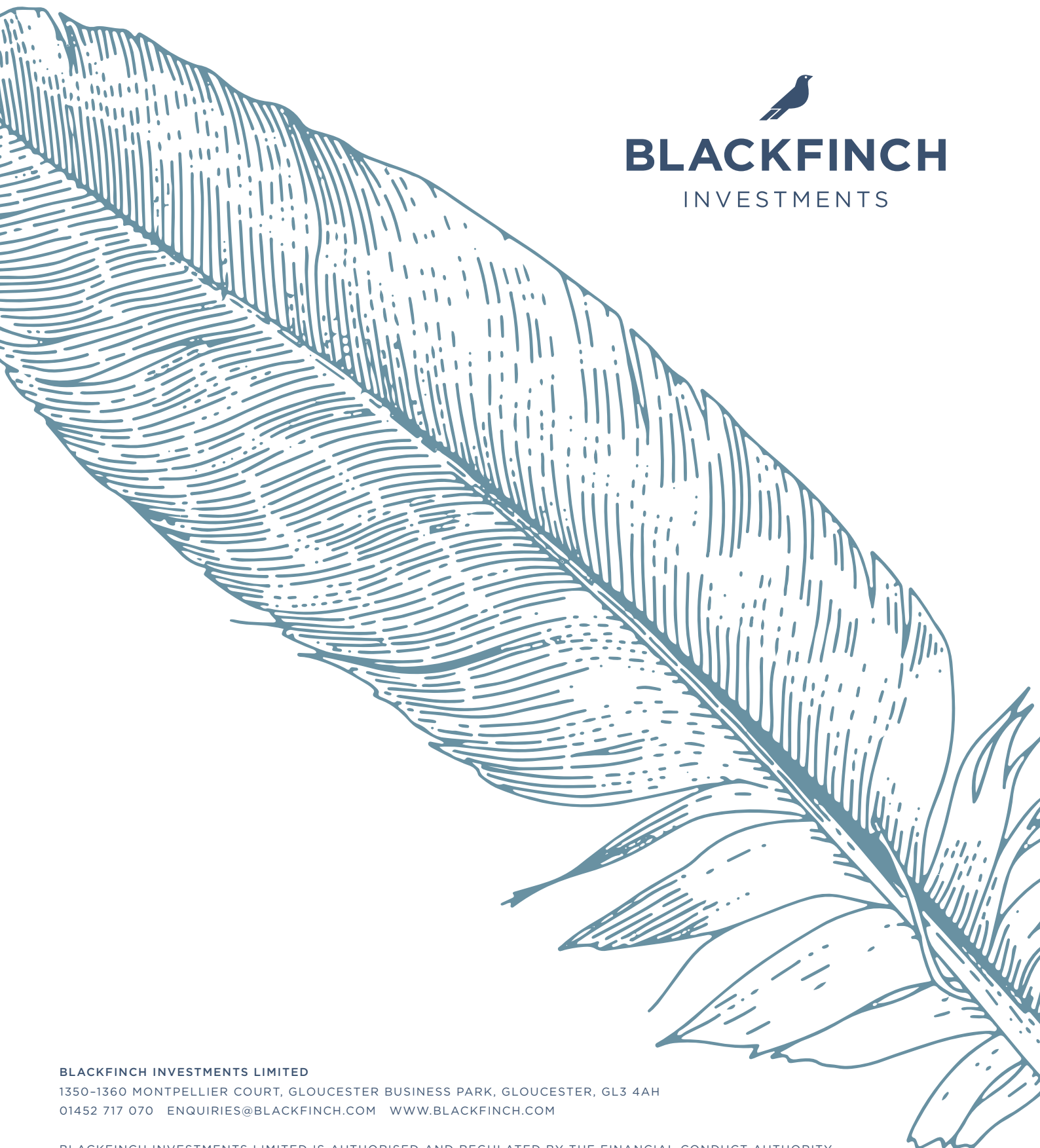


ADAPT

IHT PORTFOLIOS
TERMS & CONDITIONS



BLACKFINCH
INVESTMENTS



BLACKFINCH INVESTMENTS LIMITED

1350-1360 MONTPELLIER COURT, GLOUCESTER BUSINESS PARK, GLOUCESTER, GL3 4AH
01452 717 070 ENQUIRIES@BLACKFINCH.COM WWW.BLACKFINCH.COM

BLACKFINCH INVESTMENTS LIMITED IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY.
REGISTERED COMPANY IN ENGLAND AND WALES NO. 02705948

1. THE AGREEMENT

The Application Form, the Adapt IHT Portfolios Brochure and these 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 the Agreement. No other documentation or literature can be used as part of this Agreement.

2. THE SERVICES

The Adapt IHT Portfolios Brochure describes the services we will provide to you. Blackfinch Investments Limited is authorised and regulated by the Financial Conduct Authority (firm registration number 153860) with permission to manage investments on a discretionary basis and arrange deals in investments. The intention is to invest your portfolio in assets that benefit from Business Relief. However, you should note that we are unable to give any guarantees or assurances that such assets are, or will remain, qualifying.

3. THE ASSETS

The assets held within your portfolio will be held by Blackfinch Investments Limited either through its nominee company or an eligible custodian. Any cash within your portfolio will be held by Blackfinch Investments Limited 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) attaching 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 six 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

Our Charges and Fees for the Adapt IHT Portfolios service are as stated in the Application Form and the Adapt IHT Portfolios Brochure. The Blackfinch initial charge and the Annual Management Fee will be deducted and you authorise us to make such deduction from any cash in your portfolio at such intervals as stated in the Adapt IHT Portfolios Brochure. If there are insufficient monies available to meet our Annual Management Fee, then we may at our discretion elect either: (a) to roll this up interest free to be deducted proportionally across the portfolio on a later occasion when sufficient monies may be available to cover such annual management or (b) liquidate a sufficient amount of assets proportionally across the portfolio in order to meet such fees and charges.

9. DISCRETIONARY AUTHORITY AND EXECUTION ONLY AUTHORITY

Your Application Form will specify whether we provide you with discretionary management services or execution-only services.

If you have applied for discretionary management services, you grant Blackfinch the full authority to manage your portfolio at our sole discretion and without prior reference to you or your Financial Intermediary. We will acquire for your portfolio assets which 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 Adapt IHT 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.

If you apply for execution-only services, you will be responsible for selecting when to buy and sell investments in your portfolio and our role shall be limited to affecting your express instructions. We will assess your understanding of investment to ensure

that the execution-only service is appropriate for you, but you shall be responsible for your own investment decisions. We will provide details of investments that we reasonably believe at the time to be Qualifying Investments. We will process your investment orders along with other orders we receive on a first-come, first-served basis.

When we implement a decision to buy or sell investments as part of our discretionary managed service alongside investment orders from execution-only clients each order will be processed in their chronological order.

You should note that any sale of assets by us may trigger tax consequences about which you should speak to your Financial Intermediary or tax adviser. We are not responsible for the taxation consequences of any transaction.

10. ADVICE

Where you have applied for discretionary management services, you must be advised by a Financial Intermediary. You acknowledge that Blackfinch Investments Limited has not provided you with any investment advice and that your Financial Intermediary alone is responsible for assessing the suitability of investment in Adapt IHT Portfolios in light of your personal circumstances.

Where you have applied for execution-only services, we shall assess your understanding of investment to ensure that the execution-only service is appropriate for you, but you shall be responsible for your own investment decisions and we shall not assess the suitability of investments for you in light of your personal circumstances. We reserve the right to reject applications at our sole discretion.

We do not provide tax advice and recommend that you seek such advice from an appropriately qualified professional if you are in any doubt about the application of the tax regime to your personal circumstances.

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 Financial Intermediary) in relation to our services. You acknowledge that it is your responsibility (or the

responsibility of your Financial Intermediary) to keep your financial circumstances, objectives and appetite for risk under review, and to assess whether the Adapt IHT Portfolio service remains suitable for your needs.

11. PORTFOLIO VALUATIONS AND REPORTING

You will receive quarterly statements, 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 FINANCIAL INTERMEDIARY FEES

Your Financial 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 Adapt IHT Portfolios service.

Where your Application Form refers to Financial Intermediary Fees, you authorise us to facilitate the payment of such fees by the investee companies. The amount taken will be agreed between you as the Investor and your Financial Intermediary and set out on your Application Form (or any update to it). Typically, up to 3% for the Initial Financial Intermediary Fee and 0.5% annually for the Ongoing Financial Intermediary Fee. As the Financial Intermediary Fee comes direct from the investee company, you will benefit from more of your capital being eligible for tax relief.

You have the right to cancel the facilitation of Ongoing Financial Intermediary Fees at any time by notice in writing to us.

We will stop facilitating the Ongoing Financial Intermediary Fees as soon as we receive your instruction, but please note that we cannot backdate any instruction to stop paying your Ongoing Financial Intermediary Fees: your instruction to cease facilitating

your Ongoing Financial Intermediary Fees will be valid only from the date we receive it, and we will assume that your Financial 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 Financial Intermediary Fees from the investee companies.

Once we have processed the fee and paid your Financial Intermediary, we are not entitled to recover it, so you will need to take the matter up directly with your Financial Intermediary.

You may also request that facilitation of an Ongoing Financial Adviser Fee to be paid to a new Financial Intermediary who is advising/servicing you in relation to the IHT Portfolios service in place of the previous Financial Intermediary. Any such request must also be submitted in writing to us.

We will stop facilitating the previous Ongoing Financial 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 Financial Intermediary Fees will start accruing to the new Financial Intermediary from the date that we receive your instruction.

If you cancel your Financial Intermediaries ongoing service, you also need to tell us to cease paying your Financial Intermediary. If you do not have a new Financial Intermediary to replace the advice/servicing to you in relation to the IHT Portfolios service and inform us that you are not replacing your Financial Intermediary, we will refund any fees held back to you in the way of additional share holdings.

14. WITHDRAWAL FROM THE SERVICE AND TRANSFER OF SECURITIES

You may request Blackfinch to terminate the provision of its services to you under this Agreement at any time on giving one month's written notice. Ordinarily, we would anticipate that shares held within your portfolio could be sold to new investors at this point, which should take two to four weeks. However, it is not guaranteed that there will be a market for the securities held in your portfolio and it may not be possible for us to sell your investments. In such cases, we will need you to notify us who the custody of the investments should be transferred to. Please note that we shall continue to charge our fees to the investee companies even if you withdraw from the service.

You may also request Blackfinch to transfer the securities in your portfolio to another person or to attempt to source a buyer for your securities, provided that such transfer would not jeopardise the IHT status of the investee companies involved. If a buyer can be found for your securities, Blackfinch will continue to charge its fees to the investee company.

Subject to clause 15, to the extent that your portfolio comprises uninvested cash, you may request termination of this Agreement at any time by providing one month's written notice to us unless the cash has already been committed to investment or is committed to investment within that month.

On termination of this Agreement under this clause 14:

- (a) all of the fees set out in the Adapt IHT Portfolios Brochure shall remain payable and those parties entitled to the reimbursement of costs or expenses under this Agreement or the Brochure shall remain so entitled notwithstanding the termination of this Agreement;
- (b) the Investments (including any cash) will be transferred into your name (or, subject to you providing us with information we require to comply with our anti-money laundering obligations, into such other name as you may direct) and you will be liable to pay the cost of any such transfers;
- (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. 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 Blackfinch who are suitably qualified to provide investment advisory services to us in respect of your investment. We may also delegate to any associates 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.

16. CONFLICTS OF INTEREST

Blackfinch has implemented a conflicts policy that identifies the types of actual or potential conflicts of interest which affect our business and how these are managed. Our conflicts policy also includes details of any conflicts which, 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. Our conflicts policy is available upon request.

You agree that we or any associate may affect transactions in which we or an associate has directly or indirectly a material interest or a relationship of any description with another party which 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 made deal or co-invest with entities in which Blackfinch, its associate or their clients have financial interest or to which Blackfinch or its associate 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.

17. 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 IHT 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.

18. 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 (for example IHT benefits currently only accrue if the investor holds a Business Relief qualifying investment for more than two years).

There are no cancellation rights with this product.

19. 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 publically available. This confidential information will only be disclosed to third parties in 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 hold 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.

20. LIABILITY

For the avoidance of doubt, nothing in these terms 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 arising 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 which we may have to you under the applicable rules.

21. 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 non-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.

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.

22. NOTICES

Blackfinch may send any communications to you at the address which you provide to us in the Application Form (or to any provided postal address that you may notify to us 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: 01684 571 255. Telephone calls may be recorded or monitored for our mutual protection.

GLOSSARY

This section of the terms sets out the defined terms that are used throughout the Agreement. Capitalised terms that are defined in the Adapt IHT 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 apply for the Adapt IHT Portfolios.

"ASSOCIATE"

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

"ADAPT IHT 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 1 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 1998.

"ELIGIBLE CUSTODIAN"

means any third party custodian (including an associate) whom 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 a Financial Intermediary in relation to advice or service by the Financial Intermediary in respect of the Adapt IHT Portfolios, which is agreed between the Financial Intermediary and you.
“FINANCIAL INTERMEDIARY”	means the appropriately qualified and authorised Intermediary 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 IHT purposes
“ONGOING FINANCIAL INTERMEDIARY FEE”	means any advice or introducer fee payable by you or on your behalf to a Financial Intermediary in relation to ongoing advice or services provided by the Financial Intermediary in respect of the Adapt IHT Portfolio service, which is agreed between the Financial Intermediary and you.
“MLR”	means the Money Laundering Regulations 2007.
“NOMINEE COMPANY”	means the Blackfinch Investments Limited nominee company appointed to hold assets in your portfolio.
“PORTFOLIO”	means the portfolio of assets (including uninvested cash) subject to our custody in accordance with the Agreement.
“QUALIFYING INVESTMENT”	means an investment for shares in an investee company which qualify for IHT 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.