

ADAPT

AIM ISA PORTFOLIOS  
APPLICATION FORM  
FOR ADVISED  
SUBSCRIPTIONS



**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

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## APPLICATION PROCEDURES

### PLEASE SUBMIT ORIGINAL APPLICATION FORM TO:

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

### PLEASE NOTE

- All forms submitted to Blackfinch Investments Limited must carry original signatures.
- We are unable to accept any liability for any cheque or other documents dispatched by post. Such items will be at the risk of the Applicant.
- Due completion of the Application Form constitutes a warranty that any monies forwarded by the Applicant will be honoured on first presentation.

### CHEQUES/BANK TRANSFERS

- Cheques should be made payable to 'Blackfinch Investments Limited'.
- CHAPS/BACS/Fast Pay transfers should be remitted after we receive the application and after completion of verification of identity checks.

Account Name	Blackfinch Investments Limited
Account Number	01812668
Sort Code	30-95-41

- Transfers should be referenced with the Applicants name.
- 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 arising from the return of funds.

## CHECKLIST

Before submitting this Application Form please confirm the following.

### THE APPLICANT HAS:

- Completed Section 1 of this form.
- Read and signed the Applicant Declaration (Section 4).
- Read the Declaration and Undertaking (Page 17).
- Read and understood the Adapt AIM ISA Portfolios Brochure and Terms & Conditions.
- Read and understood the fees detailed on pages 9 & 10.

### THE FINANCIAL ADVISER HAS:

- Completed and signed Section 5 of this form.
- Read the Declaration and Undertaking (Page 17).
- Completed the 'Verification of Identity Confirmation' (Section 5A of this form).

### POWER OF ATTORNEY AND TRUSTEE APPLICATIONS:

- The Power of Attorney or Trustee has completed and signed the application requirements on behalf of the Applicant (Applicant Checklist).
- The Power of Attorney or Trustee has supplied:
  - An original certified copy of the Power of Attorney or Trust Deed.

### PAYMENT OF INVESTMENT FUNDS:

- You have either:
- Enclosed a cheque payable to 'Blackfinch Investments Limited.'
- or
- Intend to transfer the investment amount after sending in the application and completing verification of identity checks.

SECTION 1 TO BE COMPLETED BY THE APPLICANT

The words and expressions used in this Application Form shall have the meanings ascribed to them in the Adapt AIM 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 17 of this Application Form.

<b>1:1</b>	<b>TITLE</b>	<b>1:2</b>	<b>FORENAME(S)</b>	<b>1:3</b>	<b>SURNAME</b>
<input type="text"/>		<input type="text"/>		<input type="text"/>	

<b>1:4</b>	<b>PERMANENT RESIDENTIAL ADDRESS</b>	<b>POSTCODE</b>
<input type="text"/>		<input type="text"/>

<b>1:5</b>	<b>PREVIOUS ADDRESS (IF CHANGED WITHIN THE LAST THREE YEARS)</b>	<b>POSTCODE</b>
<input type="text"/>		<input type="text"/>

<b>1:6</b>	<b>DATE OF BIRTH</b>	<b>1:7</b>	<b>TELEPHONE NUMBER</b>
<input type="text"/>		<input type="text"/>	

<b>1:8</b>	<b>EMAIL ADDRESS</b>	<b>1:9</b>	<b>NATIONAL INSURANCE NUMBER</b>
<input type="text"/>		<input type="text"/>	

<b>1:10</b>	<b>NATIONALITY</b>	<b>PLACE OF BIRTH (TOWN)</b>	<b>COUNTRY OF BIRTH</b>
<input type="text"/>		<input type="text"/>	<input type="text"/>

<b>1:11</b>	<b>ARE YOU AN EXISTING INVESTOR WITH BLACKFINCH?</b>	<input type="radio"/> Yes	<input type="radio"/> No
	EXISTING DESIGNATION NUMBER IF KNOWN		
<input type="text"/>			

<b>1:12</b>	<b>ARE YOU INVESTING UNDER POWER OF ATTORNEY OR TRUST</b>	<input type="radio"/> Yes	<input type="radio"/> No
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IF YES, PLEASE ENTER THE NAMES AND ADDRESSES OF ALL POWER OF ATTORNEYS / TRUSTEES INTO THE 'ADDITIONAL INFORMATION' ON PAGE 12 OF THIS APPLICATION FORM.

SECTION 1 CONTINUED

**1:13 HOW MUCH ARE YOU INVESTING?** (MINIMUM INVESTMENT £15,000. YOU CANNOT INVEST IN ANOTHER STOCKS AND SHARES ISA IN THE SAME YEAR, AND YOUR INVESTMENT MUST NOT EXCEED THE MAXIMUM ANNUAL ALLOWANCE FOR THAT TAX YEAR.)

<input type="radio"/> Cheque	£
<input type="radio"/> Bank Transfer	£
<input type="radio"/> ISA Transfer	£

If you have selected Bank Transfer monies will only be accepted from the Applicant’s bank account. Please complete the Applicant’s bank account details (Section 1:16–1:20). 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.

Please note that where funds are due to arrive from more than one source, we will typically wait until all funds have arrived before investing, so as to avoid incurring additional transaction costs to the investor. However, in cases where there are large sums to be invested which are already believed to have qualified for Business Relief for Inheritance Tax, advisers may deem it suitable for these sums to be invested before all funds have cleared, despite the additional transaction costs. In such cases, the adviser will need to contact us directly.

**1:14 WHAT PERCENTAGE OF AVAILABLE FUNDS WOULD YOU LIKE TO INVEST IN EACH MODEL?**

<input type="radio"/> Income	%
<input type="radio"/> Growth	%

(If you intend to invest into both portfolios, you must still invest the minimum of £15,000 into each portfolio)

If you have opted for the Income Portfolio and withdrawals are to be paid to a different account from the account stated (Section 1:16–1:20), please confirm the details in the Additional Information section on page 12 of this Application Form.

**1:15 SOURCE OF FUNDS**

PLEASE CONFIRM THE SOURCE OF FUNDS FOR INVESTMENT:

- Business Relief Qualifying Investments
- ISA Transfer
- Other Investments

(If ISA Transfer please complete the Transfer Form on page 6)

SECTION 1 CONTINUED

**BANK DETAILS**

(SECTION 1:16-1:20 MUST BE COMPLETED ON ALL APPLICATIONS FOR ANTI-MONEY LAUNDERING PURPOSES)

**1:16 BANK NAME**

**1:17 BANK ADDRESS**

**POSTCODE**

**1:18 ACCOUNT NAME**

**1:19 ACCOUNT NUMBER**

**1:20 SORT CODE**

**1:21 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.

**PLACE OF BIRTH**

**COUNTRY OF TAXATION**

**COUNTRY OF RESIDENCY**

If you are tax resident, or you complete a tax return in any country other than the UK, please complete the table below. If you are a U.S. citizen or hold a U.S. passport or green card, you will also be considered tax resident in the U.S. even if you live outside the U.S.

**COUNTRY(IES)**

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

**TIN NOT AVAILABLE**





**WHAT IS YOUR TAX IDENTIFICATION NUMBER (TIN) AND WHERE CAN YOU FIND IT?**

Your tax identification number is the personal reference which is assigned to you by the relevant tax authority. This can be found in a number of ways, the most common of which are listed:

- On your tax return or notification of coding
- By contacting the relevant tax authority
- From your accountant or tax adviser
- On your pay slip or through your employer

**SHOULD YOUR TAX RESIDENCY CHANGE AT ANY TIME IN THE FUTURE, YOU MUST NOTIFY BLACKFINCH INVESTMENTS LIMITED IN WRITING IMMEDIATELY.**

SECTION 2 TRANSFER FORM - TRANSFER INTO BLACKFINCH ADAPT AIM ISA PORTFOLIOS

Use this form to transfer an existing ISA portfolio to Blackfinch, either held in your own name, via a nominee, or operated by another manager. (This form will be detached from the application to enable us to carry out the transfer of assets). We cannot complete the transfer if this form is incomplete.

If you wish to transfer more than one ISA, please complete a separate Transfer Form for each ISA you are transferring.

INVESTOR DETAILS

2:1 TITLE

2:2 FORENAME(S)

2:3 SURNAME

2:4 PERMANENT RESIDENTIAL ADDRESS

POSTCODE

2:5 NATIONAL INSURANCE NUMBER

2:6 DATE OF BIRTH

2:7 JARVIS A/C NUMBER

(To be completed by Blackfinch Investments Limited)

EXISTING ACCOUNT MANAGER DETAILS/  
NOMINEE DETAILS

2:8 NAME OF COMPANY

2:9 CONTACT NAME

2:10 TELEPHONE NUMBER

2:11 PERMANENT BUSINESS ADDRESS

POSTCODE

2:12 FULL ACCOUNT NAME

2:13 ACCOUNT NUMBER

SECTION 2 CONTINUED

2:14 DECLARATION

PLEASE TICK THE BOX WHICH APPLIES TO YOUR INVESTMENT:

- I wish to transfer my entire ISA
- I wish to transfer my ISA in part

I wish to transfer  % of my total ISA holdings

ESTIMATED VALUE OF THE TRANSFER

£

I request that the above account be managed by Blackfinch and hereby authorise you to transfer this account to Jarvis Investment Management Limited, as custodian, on their written instruction to do so and provide such information regarding my above specified account which they require. The assets in my current ISA should be liquidated and the proceeds should be transferred to Jarvis Investment Management Ltd. Please note: liquidating assets may incur costs during the liquidation process which would be deducted from your Adapt AIM Portfolio before new shares are purchased.

- Please tick this box if; the assets in your current ISA are BR qualifying AIM stocks and should not be liquidated. In this case we will carry out an in-specie transfer, should certain stocks not be eligible for transfer we will consult your Financial Intermediary.

2:15 SIGNATURE OF APPLICANT

2:16 NAME IN BLOCK CAPITALS

2:17 DATE



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SECTION 3 CHARGES

We accept applications submitted via FCA authorised advisers where the investment is being made on an advised basis. We will facilitate initial and ongoing Financial Intermediary fees which have been agreed between the applicant and the adviser named in Section 3A.

3:1 FEES PAYABLE TO FINANCIAL INTERMEDIARY

Yes  No

3:2 INITIAL FINANCIAL INTERMEDIARY FEE

FIXED SUM OR OF FUNDS RECEIVED

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

IF YES, PLEASE STATE YOUR COMPANY VAT REGISTRATION NUMBER

Please note; where the investment monies are received by ISA transfer a £15 plus VAT BACs Fee will apply for the transfer of your Intermediaries Initial Fee.

3:3 ONGOING FINANCIAL INTERMEDIARY FEE

FIXED SUM OR OF THE VALUE OF THE PORTFOLIO (CALCULATED ON A MONTHLY BASIS)

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

IF YES, PLEASE STATE YOUR COMPANY VAT REGISTRATION NUMBER

By signing Section 4 'Applicant Declaration' this confirms that you have read and understood the Blackfinch Fees and the Custody and Settlement Fees. The fees outlined may be subject to change, should this occur we will give you 30 days' written notice.

IMPORTANT

Financial Intermediary and Blackfinch ongoing fees will be facilitated via cash held on deposit, in the instance that this is insufficient it may be facilitated via sale of shares.

**BLACKFINCH FEES** THE CHARGES LEVIED BY BLACKFINCH FOR THE MANAGEMENT OF YOUR PORTFOLIO ARE DETAILED BELOW:

- NO INITIAL CHARGE** 0% entry fee for all applications.
- ANNUAL MANAGEMENT FEE** 1.5% per annum on the value of all portfolios plus VAT.  
Management Fees are calculated quarterly in arrears.
- DEALING FEE** Up to 1% of the value of the transaction.

SECTION 3 CONTINUED

**CUSTODY AND SETTLEMENT FEES**

Jarvis Investment Management Ltd will apply the following charges for their Custody, Settlement and Administration services in addition to any Blackfinch fees:

<b>ACCOUNT FEE</b>	£50 plus VAT per account per annum	
<b>TRADING FEES</b>	£10.50 per trade	
<b>ADMINISTRATION FEES</b>	BACS/cheque withdrawal	£15 plus VAT
	Same day payment	£25 plus VAT
	Stock transfer out (per line)	£10 plus VAT
	Account closure (per portfolio)	£50 plus VAT

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SECTION 3A FINANCIAL INTERMEDIARY DETAILS

**3A:1 FULL NAME OF FINANCIAL INTERMEDIARY**      **3A:2 FULL NAME OF REGULATED FIRM**

**3A:3 FIRM ADDRESS**

**POSTCODE**

**3A:4 FINANCIAL INTERMEDIARIES FCA REFERENCE NUMBER**

**3A:5 REGULATED FIRMS FCA REFERENCE NUMBER**

**3A:6 TELEPHONE NUMBER**

**3A:7 EMAIL ADDRESS**

**SECTION 4 APPLICANT DECLARATION**

**BY SIGNING THIS FORM, I HEREBY DECLARE THAT:**

- I am 18 years of age or over.
- All subscriptions made, and to be made, belong to me.
- I have read and understood the Adapt AIM Portfolios Brochure.
- I have not subscribed to another Stocks and Shares ISA in the same year that I subscribe to this ISA. I also agree not to subscribe more than the annual allowance in a Cash ISA and a Stocks and Shares ISA in the same tax year.
- I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Blackfinch if I cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.
- I have read and understood the Terms & Conditions and agree to be bound by them. The Terms & Conditions are Blackfinch’s standard agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing. If you do not understand any point please ask for further information.
- I have read and understood the Declaration and Undertaking section on page 17 of this Application Form and agree to be bound by them.
- I consent to Blackfinch Investments Limited’s best execution policy (available on request) and the execution of trades on my behalf on the London Stock Exchange’s Alternative Investment Market.
- I consent to the Blackfinch fees and charges which are detailed page 9 of this Application Form as well as the Adapt AIM Portfolios Brochure.
- I consent to the Custody and Settlement fees from Jarvis Investment Management Ltd which are detailed on page 10 of this Application Form.
- I consent to Blackfinch Investments Limited facilitating my Financial Intermediaries fees and charges.

**CUSTODIAN & MONEY LAUNDERING AUTHORISATION**

**I CONFIRM:**

- The appointment of Jarvis Investment Management Ltd as custodian of my Adapt AIM ISA Portfolio subject to their Terms & Conditions, which I hereby acknowledge having received.
- I understand that you, or Jarvis Investment Management Ltd, 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.
- That the information I have provided is true and complete and that Jarvis Investment Management Ltd be authorised to make any credit reference and enquiries in connection with this application.

**4:1 SIGNATURE OF APPLICANT**

**4:2 NAME IN BLOCK CAPITALS**

**4:3 DATE**

SECTION 4 CONTINUED

4: 4 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 5 TO BE COMPLETED BY THE FINANCIAL INTERMEDIARY

CUSTOMER DUE DILIGENCE AND ANTI MONEY LAUNDERING

**5:1 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 5A 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 a  ;
- 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.

**5:2 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

**5:3 I AM RDR QUALIFIED AND HOLD A CURRENT STATEMENT OF PROFESSIONAL STANDING ISSUED BY A BODY ACCREDITED BY THE FCA.**

- Yes       No

**5:4 PLEASE TICK THE APPROPRIATE BOX BELOW.**

I confirm that all client documentation is to be sent as follows;

- Originals to me only – I will ensure that copies are passed to the client (or Power of Attorney / Trustee).
- Originals to the client;
  - With a copy to me.
  - Without a copy to me.

SECTION 5 CONTINUED

5:5 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 5 CONTINUED

TERMS & CONDITIONS FOR AUTHORISED FINANCIAL INTERMEDIARY

— I confirm I am authorised under FSMA 2000 to arrange deals in the Adapt AIM ISA Portfolios.

— I have read and hereby agree to be bound by the Blackfinch Intermediary AIM ISA Terms of Business Agreement.

5:6 SIGNATURE OF FINANCIAL INTERMEDIARY

5:7 FULL NAME

5:8 DATE

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SECTION 5A VERIFICATION OF IDENTITY CONFIRMATION

CONFIRMATION OF VERIFICATION OF IDENTITY PRIVATE INDIVIDUAL

Introduction by a FCA regulated firm

5A:1 DETAILS OF INDIVIDUAL

FULL NAME

DATE OF BIRTH

CURRENT ADDRESS

PREVIOUS ADDRESS (IF NOT AT CURRENT ADDRESS FOR THREE MONTHS)

POSTCODE

POSTCODE



SECTION 5A CONTINUED

5A:2 CONFIRMATION

I/WE CONFIRM THAT

- (a) the information in section 5A:1 above 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)

SIGNED

NAME

POSITION

DATE

5A:3 DETAILS OF INTRODUCING FIRM

FULL NAME OF REGULATED FIRM

FCA REFERENCE NUMBER

## TO BE READ BY ALL PARTIES

### DECLARATION AND UNDERTAKING

1. The Applicant undertakes to Blackfinch Investments Limited that it may rely on the offer made by the Applicant to participate in the Adapt AIM ISA 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:
3. the Applicant agrees to proceed with an investment in the Adapt AIM ISA Portfolios upon the Terms & Conditions, which together with this Application Form constitutes the Agreement with the Applicant;
4. 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;
5. the Applicant has received the Adapt AIM Portfolios Brochure and is aware of the AIM ISAs and objectives of the Adapt AIM ISA Portfolios and has relied on the advice of, or has consulted with, their own professional advisers with regard to the tax, legal and other economic considerations related to this application to the Adapt AIM ISA Portfolios; or is aware it is open to them to seek advice from a professional adviser;
6. the Applicant has received and has read and understood the terms of the Adapt AIM 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;
7. 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 Adapt AIM ISA Portfolios;
8. in evaluating the suitability of an investment in the Adapt AIM ISA 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 Adapt AIM 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 Adapt AIM ISA 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 Adapt AIM ISA Portfolios;
9. the Applicant has the financial ability to bear the economic risk of participating in the Adapt AIM ISA 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 Adapt AIM ISA Portfolios;
10. 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;
11. the Applicant shall promptly provide to Blackfinch Investments Limited such information as it may reasonably require;
12. 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:
  - a) any representation or warranty contained in this Application Form becomes untrue prior to the acceptance of the application; or
  - b) any response to any questions contained in this Application Form become untrue at any time;
13. 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 Adapt AIM ISA 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.
14. 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.
15. 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.
16. 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.
17. 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 Adapt AIM ISA 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 Adapt AIM ISA Portfolios.
18. This Application Form, the Adapt AIM 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.