



BLACKFINCH

MEDIA EIS PORTFOLIOS

**APPLICATION FORM
FOR ADVISED SUBSCRIPTIONS**



APPLICATION PROCEDURES

PLEASE SUBMIT ORIGINAL APPLICATION FORM TO:

Blackfinch Investments Limited
Blackfinch House, Chequers Close, Malvern,
Worcestershire, WR14 1GP

PLEASE NOTE

- All forms submitted to Blackfinch Investments Limited must carry original signatures.
- We are unable to accept any liability for any cheques 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/TRANSFERS

- Cheques should be made payable to 'Blackfinch Investments Limited'.
- CHAPS/BACS/FastPay 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.

CERTIFYING DOCUMENTS

- By "certified copies" you should take a (black and white only) photocopy of the original document, then upon the photocopy clearly write "This is a true copy of the original" and then it must be signed and dated by an FCA regulated person, an accountant or a solicitor; the person signing must also clearly print their name, occupation and provide their company contact details.

CHECKLIST

Before submitting this application form please confirm the following.

THE APPLICANT HAS:

- Completed Parts 1 and 2 of this form.
- Read and signed the declaration in Part 3.
- Read the Declaration and Undertaking on page 9.
- Read and understood the Blackfinch Media EIS Portfolios Brochure and Terms and Conditions.

THE INTERMEDIARY HAS:

- Completed and signed Part 4 of this form.
- Read the Declaration and Undertaking on page 9.

Completed the necessary verification of identity requirements which is either:

- Complete the 'Verification of Identity Confirmation' (Part 4A of this form).

or

- Supply original certified copies of documents to provide evidence of identity and address of the Applicant.

Identification: Passport or full drivers licence.

Address: Bank statement or utility bill dated in the last 3 months.

POWER OF ATTORNEY & TRUSTEE APPLICATIONS

- The Power of Attorney 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.
 - Verification of Identity requirements for each Power of Attorney or Trustee.

SUBSCRIPTION PAYMENT:

You have either:

- Enclosed a cheque payable to 'Blackfinch Investments Limited.'

or

- Intend to transfer the subscription amount after sending in the application and completing verification of identity checks.



PART 1 – TO BE COMPLETED BY THE APPLICANT

APPLICATION FORM

The words and expressions used in this Application Form shall have the meanings ascribed to them in the Blackfinch Media EIS Portfolios Brochure and the Terms and 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 9.

1 TITLE

2 FORENAME (S)

3 SURNAME

4 ADDRESS

POSTCODE

5 PREVIOUS ADDRESS (If changed within the last 3 years)

POSTCODE

6 DATE OF BIRTH

7 TELEPHONE NUMBER

8 EMAIL ADDRESS

9 NATIONAL INSURANCE NUMBER

10 ARE YOU AN EXISTING INVESTOR WITH BLACKFINCH? Y / N

11 ARE YOU AWARE OF ANY DIRECT RELATIVES MAKING AN APPLICATION TO THE SERVICE? Y / N
If yes please provide the name(s) of relative(s):

12 ARE YOU INVESTING UNDER POWER OF ATTORNEY OR TRUST? Y / N
If yes enter the names and addresses of all POA / Trustees below:

13 HOW MUCH ARE YOU INVESTING? (Minimum investment £25,000)

Please note that any applications where investors wish to receive share allocations prior to the 2016/17 tax year end, it might not be possible to provide the standard 14 day cooling off period.

I confirm that I agree for the cooling off period of 14 days to be waived.

CHEQUE ENCLOSED Y / N

BANK TRANSFER COMPLETED Y / N

(If yes to bank transfer please complete sections 15-19)

14 INVESTMENT ASSETS

If you would prefer not to participate in a particular asset sector, please tick the box which applies below.

I confirm that I do not want to participate in:

MUSIC PUBLISHING

TELEVISION DISTRIBUTION

SOURCE OF FUNDS/DISTRIBUTIONS

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

15 BANK NAME

16 BANK ADDRESS

17 ACCOUNT NAME

18 ACCOUNT NO.

19 SORT CODE



PART 1 CONTINUED

CHARGES

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

FEES PAYABLE TO ADVISER **Y / N**

INITIAL INTERMEDIARY FEE

£ _____ fixed sum or _____ % of the amount invested in section 13.

Please indicate if a 20% VAT charge is to be added to this fee. **Y / N**

If yes, please state your company VAT registration number _____

ONGOING INTERMEDIARY FEE

£ _____ fixed sum or _____ % of the amount invested in section 13 (after deduction of Initial Intermediary Fee).

Please indicate if a 20% VAT charge is to be added to this fee. **Y / N**

If yes, please state your company VAT registration number _____

BLACKFINCH FEES

A PORTFOLIO ESTABLISHMENT FEE of 2% of the amount invested in section 13 (after deduction of Initial and Ongoing Intermediary Fees).

An ANNUAL MANAGEMENT FEE of 2% per year of the amount invested in section 13 (after deduction of Initial and Ongoing Intermediary Fees).

A PERFORMANCE FEE. Blackfinch, company directors or key management will be entitled to a 25% share of distributions from the portfolio investments, subject to the investors receiving £1.05 for every £1.00 invested (ignoring tax reliefs).

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

IMPORTANT

Initial and Ongoing Intermediary Fees will be facilitated via a deduction of the amount invested in section 13. Ongoing Fees will be held in a client bank account and paid to the Intermediary for the first 3 years of the investment.

ADVISER DETAILS

FULL NAME OF ADVISER

FULL NAME OF REGULATED FIRM

FIRM ADDRESS

ADVISERS FCA REFERENCE NO.

FIRMS FCA REFERENCE NO.

TELEPHONE NUMBER

EMAIL ADDRESS



PART 2 - TO BE COMPLETED BY THE APPLICANT

SUITABILITY

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

20 INVESTMENT OBJECTIVE

The Blackfinch Media EIS Portfolios offers investors an opportunity to participate in a portfolio of qualifying shares in unquoted companies operating in the UK media industry, while at the same time aiming to provide a level of downside protection. The investment strategy is set out in more detail in the Brochure.

Shares in unquoted companies carry a higher risk than shares quoted on the main market of the London Stock Exchange. The investment is designed to be held for the medium to long term, and any investment should be made on the basis that it will be left intact for at least 3-6 years.

It is not intended that any income or capital will be returned to investors during the 3 years following the issue of qualifying shares.

Blackfinch will not borrow money on behalf of investors, nor lend securities or enter into stock lending or similar transactions.

20.1 Please confirm that you understand the investment objective and are aware of all the risk profile of the investment **Y / N**

20.2 Please confirm that the investment objectives and risk profile are consistent with your personal investment objectives **Y / N**

20.3 Please confirm that you understand your investment will be held over the medium to long term **Y / N**

21 EIS RELIEF

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

21.1 Do you wish to take advantage of EIS Relief for the investments made by the Manager on your behalf? **Y / N**

21.2 Are you seeking to claim full income tax relief (you should consider whether you have sufficient tax liability in the relevant year)? **Y / N**

21.3 Are you seeking to claim capital gains deferral relief (you should consider whether you have sufficient capital gains in the relevant year in excess of your annual allowance as well as income chargeable to tax to use this relief)? **Y / N**

21.4 Please confirm the tax year that you are seeking to obtain EIS tax reliefs

21.5 Are you aware of any significant capital commitments within the next 4 years which cannot be funded from your disposable income or liquid savings? **Y / N**

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

22 KNOWLEDGE AND EXPERIENCE

22.1 Please confirm how many tax efficient investments (VCTs, SEIS, EIS, EZT) you have made in the last 5 years.

- 0
 1-5
 5+

22.2 Please confirm how many investments in equities quoted on the London Stock Exchange you have made in the last 5 years.

- 0
 1-5
 5+

22.3 Please confirm how many investments in AIM listed companies or companies which are not listed you have made in the last 5 years.

- 0
 1-5
 5+

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

- Below £10,000
 £10,000 - £25,000
 £25,001 - £100,000



PART 2 CONTUNUED

23 FINANCIAL SITUATION

23.1 Please indicate your annual net disposable income (after all annual financial commitments)
 Below £50,000 £100,001 - £500,000
 £50,001 - £100,000 Above £500,001

23.2 Please indicate the value of all your assets after deduction of liabilities (such as loans). Please exclude your principal residence from this figure
 Below £50,000 £500,001-£1 million
 £50,001 - £100,000 Above £1 million
 £100,001 - £500,000

23.3 Please indicate the value of your principal residence and any other property investments
 Below £250,000
 £250,000 - £500,000
 Above £500,001

24 EMPLOYMENT AND SOURCE OF INCOME

24.1 Please confirm your employment status
 Employed
 Self employed
 Retired

24.2 Please confirm your occupation / professional position *

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

24.3 Please confirm your source of income
 Earnings
 Investment income
 Other (please specify)

PART 3 - APPLICANT'S DECLARATION

BY SIGNING THIS FORM I HEREBY DECLARE THAT:

- I have read and understand the Blackfinch Media EIS Portfolios Brochure.
- I have read and understand the Terms and Conditions and agree to be bound by them.
- I have read and understand the declaration and undertaking on page 9 and agree to be bound by them.
- I consent to the Blackfinch fees and charges which are detailed on page 4 of this application form as well as the Blackfinch Media EIS Portfolios Brochure.
- I consent to Blackfinch Investments Limited facilitating my Intermediaries fees and charges.

25 SIGNATURE OF APPLICANT

26 NAME IN BLOCK CAPITALS

27 DATE

DATA PROTECTION

Blackfinch Investments Limited will use the information provided by you on this application form for administration and research purposes. The information will be held in confidence by Blackfinch Investments Limited and will not be passed to other companies. Your details may be used by Blackfinch Investments Limited to send you information on other products and services. If you would prefer not to receive such information, please tick this box.



PART 4 - TO BE COMPLETED BY THE INTERMEDIARY

CUSTOMER DUE DILIGENCE & ANTI MONEY LAUNDERING

- 28** 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 enclosed either certified copies of the original identification documents or I have completed the Verification of Identity Confirmation (Part 4A 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 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.

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

Y / N

30 I hold a current Statement of Professional Standing issued by a body accredited by the FCA.

Y / N

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

Y / N

TERMS AND CONDITIONS FOR AUTHORISED INTERMEDIARY

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

32 SIGNATURE OF ADVISER

33 FULL NAME

34 DATE



PART 4A – VERIFICATION OF IDENTITY CONFIRMATION

CONFIRMATION OF VERIFICATION OF IDENTITY
PRIVATE INDIVIDUAL

Introduction by a FCA regulated firm

35 DETAILS OF INDIVIDUAL

Full name	
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Current address		Previous address (if not at current address for 3 months)	
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Date of birth	
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36 CONFIRMATION

I/we confirm that

- (a) the information in section 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:

1. Meets the standard evidence set out within the guidance of the UK Financial Sector issued by JMLSG; or	
2. Exceeds the standard evidence (written details of the further verification evidence taken are attached to this confirmation)	

Signed:	
Name:	
Position:	
Date:	

37 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 Blackfinch Media EIS Portfolios pursuant to this Application Form and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.
 - 2** The Applicant hereby warrants to Blackfinch Investments Limited that:
 - (I)** the Applicant agrees to proceed with an investment in the Blackfinch Media EIS Portfolios upon the Terms and Conditions, which together with this Application Form constitutes the Agreement with the Applicant;
 - (II)** the Applicant agrees to pay or procure payment on demand and to indemnify or procure the indemnification of Blackfinch Investments Limited against:
 - a) any liabilities, expenses or payments which may be payable by the Applicant under the Agreement;
 - b) any sums to which Blackfinch Investments Limited or any other person may become entitled by way of indemnity under the Agreement; and
 - c) any other sums in respect of which Blackfinch Investments Limited is entitled to indemnification from the Applicant;
 - (III)** the Applicant has received the Blackfinch Media EIS Portfolios Brochure and is aware of the aims and objectives of the Blackfinch Media EIS 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 Blackfinch Media EIS Portfolios; or is aware it is open to them to seek advice from a professional adviser;
 - (IV)** the Applicant has received and has read and understood the terms of the Blackfinch Media EIS Portfolios Brochure and particularly the section headed 'Risks', and is aware of the risks of proceeding with this application; and the Applicant could lose all of their investment monies and has the capacity to absorb this loss;
 - (V)** the Applicant has such knowledge and experience in financial and business matters as to be capable of evaluating the risks involved in, and the merits of, an investment in the Blackfinch Media EIS Portfolios;
 - (VI)** in evaluating the suitability of an investment in the Blackfinch Media EIS Portfolios, the Applicant has not relied upon any representation or warranty (whether oral or written) made by Blackfinch Limited or any other person other than as set forth in the Blackfinch Media EIS Portfolios Brochure, save that this shall not apply to any fraudulent representation. The Applicant confirms that where requested, all documents, records and books relating to the Blackfinch Media EIS Portfolios have been made available for review by the Applicant and that the Applicant has received satisfactory answers to questions raised with Blackfinch Investments Limited concerning the terms and conditions relating to an investment in the Blackfinch Media EIS Portfolios;
 - (VII)** the Applicant has the financial ability to bear the economic risk of participating in the Blackfinch Media EIS Portfolios, has adequate means for providing for their current needs and possible contingencies and has no need for the liquid funds representing their investment in the Blackfinch Media EIS Portfolios;
 - (VIII)** the Applicant shall execute and deliver to Blackfinch Investments Limited, within 5 days after receipt of a request from Blackfinch Investments Limited, such further designations, powers of attorney and other instruments as Blackfinch Investments Limited shall reasonably deem necessary;
 - (IX)** the Applicant shall promptly provide to Blackfinch Investments Limited such information as it may reasonably require;
 - (X)** all information provided to Blackfinch Investments Limited in this Application Form is correct and complete as at today's date and may be relied upon by Blackfinch Investments Limited. The Applicant agrees to notify Blackfinch Investments Limited as soon as reasonably practicable upon becoming aware if:
 - any representation or warranty contained in this Application Form becomes untrue prior to the acceptance of the application; or
 - any response to any questions contained in this Application Form become untrue at any time;
 - (XI)** the Applicant agrees to provide such information and execute and deliver such documents as Blackfinch Investments Limited may reasonably request to verify the accuracy of the representations and warranties contained in this Application Form or to comply with any law or regulation applicable to the Blackfinch Media EIS Portfolios, provided that any confidential information disclosed shall be kept confidential by Blackfinch Investments Limited and shall not be made available to any third party unless required by law or by any regulatory authority.
 - 3** The Applicant agrees, by executing this Application Form, to be bound by the terms of the Agreement and this Application Form shall accordingly constitute the Applicant's irrevocable agreement to be bound by the terms and conditions of the Agreement.
 - 4** The Applicant accepts that the covenants and undertakings contained in this Application Form shall remain in full force and effect until the termination of the Agreement.
 - 5** The Applicant acknowledges that Blackfinch Investments Limited will rely upon the covenants and undertakings contained in this Application Form and the Applicant hereby agrees to indemnify Blackfinch Investments Limited and each of their associates from and against any and all losses, costs and expenses reasonably and properly incurred as a result of, or otherwise directly arising out of, a material breach of any such covenants or undertakings contained in this Application Form.
 - 6** The Applicant agrees that the information provided to Blackfinch Investments Limited in connection with this application and during the course of the operation of the Blackfinch Media EIS Portfolios may be stored on computer or otherwise by Blackfinch Investments Limited and such other parties that Blackfinch Investments Limited may nominate for administrative purposes and consent to the use of such information for the purpose of the ongoing administration of the Blackfinch Media EIS Portfolios.
- This Application Form, the Blackfinch Media EIS Portfolios Brochure and the 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 this Application Form.