



Thrive Corporate Management Service
Advised Application Form

Welcome

Application Procedures

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

Committed to a greener world.

Using 100% recycled paper

Embracing renewable energy

Online application processes

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



Need help with your application?

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

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

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

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

Welcome

Application Procedures

Please Note

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

Cheques and Bank Transfers

Cheques should be made payable to
'Blackfinch Corporate Services Limited'

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

Account Name	Blackfinch CMS Portfolios Corporate Client Account
Account Number	29652568
Sort Code	30-95-41

Transfers should be referenced with the Applicant's name.

Checklist

Before completing the application form please confirm the following:

The Applicant (Company) has:

- Completed Section 1 of this form
- Read and signed the Applicants Declaration in Section 6
- Read and understood the Thrive Corporate Management Service Brochure and Corporate Management Service Agreement
- Read the Master Funded Participation Agreement
- Read, completed and returned the Approval of the Scheme Minute
- Read the Declaration and Undertaking on page 21
- Received copies of the Loan Approval and Loan Rejection Minutes
- Enclosed a Certificate of Incorporation for the Applicant
- Enclosed an authorised signatory list for the Applicant

Subscription Payment:

You have either:

- Enclosed a cheque payable to 'Blackfinch Corporate Services Limited'
- or
- Intend to transfer the subscription amount after sending in the application and completing verification of identity checks

The Intermediary has:

- Completed and signed Section 7 of this form
- Read the Declaration and Undertaking on page 21
- Completed Verification of Identity Forms for the Applicant (2 Directors)
- Completed Verification of Identity Forms for all shareholders with more than 25% of shares

Section 1

Company Details

TO BE COMPLETED BY THE APPLICANT

The words and expressions used in this Application Form shall have the meanings ascribed to them in the Thrive Corporate Management Service Brochure and the Thrive Corporate Management Service Agreement current at the date of completion of this Application Form or as defined elsewhere. By signing this Application Form, the Applicant agrees to have read and understood the Declaration and Undertakings on page 21.

Company Name

Company Number

Company Registered Address

Postcode

Company Address (if different)

Postcode

Section 2

Contact Details

TO BE COMPLETED BY THE APPLICANT

Primary Contact Details

Full Name

Position

Address

Postcode

Date of Birth

Email Address

*By completing your email address above you agree that we can communicate with you electronically.
Should you wish to receive paper copies of correspondence, please contact us on enquiries@blackfinch.com*

National Insurance Number

Telephone Number

Secondary Contact Details

Full Name

Position

Address

Postcode

Date of Birth

Email Address

*By completing your email address above you agree that we can communicate with you electronically.
Should you wish to receive paper copies of correspondence, please contact us on enquiries@blackfinch.com*

National Insurance Number

Telephone Number

Section 3

Funds

TO BE COMPLETED BY THE APPLICANT

Please provide details of the bank account that you would like future proceeds to be paid into. 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.

Bank Name

Bank Address

Postcode

Account Name

Sort Code

 - -

Account Number

Subscription Amount (Minimum Subscription £200,000)

£

Please confirm that the subscription amount has been fully funded out of the business referred to in section 1.
(You must be able to provide accounts to demonstrate this to be the case upon request).

Yes

No

Section 4

Fees & Charges

TO BE COMPLETED BY THE APPLICANT

We accept applications submitted via intermediaries and will facilitate initial and ongoing intermediary fees that have been agreed between the Applicant and the Intermediary as detailed below.

Fees Payable to introducing Intermediary

Yes No

Initial Intermediary Fee

£ Fixed Sum or % of the amount invested in section 3

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

If yes, please state the company VAT registration number

Ongoing Intermediary Fee

£ Fixed Sum or % per year

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

If yes, please state the company VAT registration number

Blackfinch Fees

An initial fee of 3% of the subscription amount in section 3 (after deduction of initial intermediary fee).

An annual management charge of 0.5% plus VAT is taken annually and will be calculated on the value of the amount at that time, not the original subscription amount. This fee is only taken after your agreed target return has been achieved.

The company servicing fee is 1.5%+VAT per annum and is calculated and paid monthly. This fee covers the day to day running costs and fees associated with each of the underlying companies that make up your portfolio.

Important: Ongoing fees (Blackfinch and Intermediary) that we facilitate on your behalf will reduce the amount deployed into lending activities.

Section 5

Intermediary Details

TO BE COMPLETED BY THE INTERMEDIARY

Full Name of Intermediary

Full Name of Regulated Firm

Firm Address

Postcode

Intermediary FCA Reference Number

Firms FCA Reference Number

Telephone Number

Email Address

*By completing your email address above you agree that we can communicate with you electronically.
Should you wish to receive paper copies of correspondence, please contact us on enquiries@blackfinch.com*

Please note that if your firm is an appointed representative then all adviser fee payments confirmed above will be paid directly to the firm's Regulated Principal.

Section 6

Applicants Declaration

TO BE COMPLETED BY THE APPLICANT

By signing this form I declare that:

- I have read and understood the Thrive Corporate Management Service Brochure.
- I have read and understood the Thrive Corporate Management Service Agreement and agree to be bound by it.
- I have read and understood the Declaration and Undertakings on page 21 and agree to be bound by them.
- I consent to the Blackfinch fees and charges which are detailed on page 8 of this Application Form as well as in the Thrive Corporate Management Service Brochure.
- I consent to Blackfinch Investments Limited facilitating intermediary fees as detailed on page 8 of this Application Form.
- I understand that you may undertake a search with a third party company for the purpose of verifying my identity and the details I have submitted as part of this application. To do so the third party companies may check the details I supply against any particulars on any database (public or otherwise) to which they have access. That you may use my details in the future to assist other companies for verification purposes. A record of the search will be retained.

Primary Applicant

Signature of Applicant

Name in Block Capitals

Date

Secondary Applicant

Signature of Applicant

Name in Block Capitals

Date

Section 6 Continued

Applicants Declaration

TO BE COMPLETED BY THE APPLICANT

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.

Primary Applicant

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.

Secondary Applicant

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

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

Additional Information

Section 7

Customer Due Diligence & Anti Money Laundering

TO BE COMPLETED BY THE INTERMEDIARY

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

- The Applicant is one of my customers and has been known to me for years;
- The identity and address of the Applicant has been verified by me 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;
- I have had sight of the original identification evidence and address documentation and those containing a signature were pre-signed;
- The source of subscription monies 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 that 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 will maintain records of the Applicants identity verification and other applicable documentation for at least six years and copies will be made available to Blackfinch Investments Limited on request;
- 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 the Money Laundering Reporting Officer at Blackfinch immediately.

I confirm that all client documentation is to be sent to:

Me only

The client only

Me and the client

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.

Intermediary Declaration

- I have read and agree to be bound by the Blackfinch Intermediary Terms of Business Agreement.

Signature of Intermediary

Name in Block Capitals

Date

Section 7 Continued

Customer Due Diligence & Anti Money Laundering

TO BE COMPLETED BY THE INTERMEDIARY

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- The Applicant is one of my customers and has been known to me for years;
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- The source of subscription monies 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 that constitutes any criminal offence in any part of the UK if it occurred there;
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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.

Intermediary Declaration

- I have read and agree to be bound by the Blackfinch Intermediary Terms of Business Agreement.

Signature of Intermediary

Name in Block Capitals

Date

Section 8

Verification of Identity

TO BE COMPLETED BY THE INTERMEDIARY

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

Full Name

Date of Birth

Address

Postcode

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

Postcode

Confirmation

I/we confirm that

- (a) the above information in Section 8 was obtained by me/us in relation to the customer
- (b) the evidence I/we have obtained to verify the identity of the customer:

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

or

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

Signature of Intermediary

Date

Name in Block Capitals

Position

Full name of regulated firm

FCA reference number

Section 8 Continued

Verification of Identity

TO BE COMPLETED BY THE INTERMEDIARY

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

Full Name

Date of Birth

Address

Postcode

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

Postcode

Confirmation

I/we confirm that

(a) the above information in Section 8 was obtained by me/us in relation to the customer

(b) the evidence I/we have obtained to verify the identity of the customer:

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

or

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

Signature of Intermediary

Date

Name in Block Capitals

Position

Full name of regulated firm

FCA reference number

Section 9 Continued

Business Plan Details

TO BE COMPLETED BY THE APPLICANT

Board Details

How regular are board meetings?

Board Members

Full Name

Age

Experience

Background

Full Name

Age

Experience

Background

Section 9 Continued

Business Plan Details

TO BE COMPLETED BY THE APPLICANT

Board Members

Full Name

Age

Experience

Background

Full Name

Age

Experience

Background

Full Name

Age

Experience

Background

Section 9 Continued

Business Plan Details

TO BE COMPLETED BY THE APPLICANT

Company Structure

Nature of Business

Brief Company History

Share Holders of the Business

Please note that Blackfinch will need to verify the identity of all Shareholders with more than 25% of shares within the company for money laundering purposes and will run electronic identification checks to do so.

Full Name

Percentage Share

 %

Address

Postcode

Date of Birth

 // /

Full Name

Percentage Share

 %

Address

Postcode

Date of Birth

 // /

Section 9 Continued

Business Plan Details

TO BE COMPLETED BY THE APPLICANT

Full Name

Percentage Share

 %

Address

Postcode

Date of Birth

 // //

Full Name

Percentage Share

 %

Address

Postcode

Date of Birth

 // //

Others

Accountant

Solicitor

Section 9 Continued

Business Plan Details

TO BE COMPLETED BY THE APPLICANT

Proposed Trading Name

Required Level of Returns

Please indicate the required return (please note, in order to achieve a higher return, portfolio diversification may be lower).

4% 5% 6%

Type of Borrower

Please indicate any of the following borrower types to which you would like to consider lending (please note, the more diversified the company's trading activity, the more diversified the company's security over underlying assets should be).

Property Developers Property Purchases/Sellers e.g Bridging Finance Businesses Asset Backed Finance

Term (Maximum Preferred Term)

18 months 24 months 36 months

Location

Are there any geographical areas that you would prefer your company's trading activity not to be exposed to? Should there be no geographical preference, your company will trade across the whole of the UK.

Lending Ratios

Each loan within your lending book will be underpinned by an asset. The ratio of the loan, to the value of the underlying asset that underpins it, is expressed as a Loan to Value (LTV). Please let us know which of the below options you would like to apply to your lending business (please note that the LTV ratios will also be a product of the target returns, but the below information will help us when sourcing loans on your behalf):

LTV Matrix 4% 55-60% 5% 60-65% 6% 65-70%

The business is open to building a wide spread of LTVs where possible, as the business would like to focus on diversification.

The business would like to implement a maximum LTV, in line with the target return where possible. Please note that approximate LTVs are listed in line with each of the target return options.

Section 9

Declaration and Undertaking

TO BE READ BY ALL PARTIES

1. The Applicant undertakes to Blackfinch Investments Limited that it may rely on the offer made by the Applicant to participate in the Thrive Corporate Management Service (CMS) pursuant to this Application Form for the subscription amount specified in section 3 and accordingly that this offer may not be cancelled, rescinded or otherwise revoked after the date hereof.
 2. The Applicant hereby represents, warrants and undertakes to Blackfinch Investments Limited that:
 - i. The Applicant agrees to proceed with a subscription to the Thrive Corporate Management Service upon the Corporate Management Service Agreement, which together with this Application Form and the Thrive Corporate Management Service Brochure 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 Thrive Corporate Services 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 Thrive Corporate Management Service Brochure and is aware of the aims and objectives of the Thrive Corporate Management Service 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 Thrive Corporate Management Service; or is aware it is open to it to seek advice from a professional adviser;
 - iv. The Applicant has received and has read and understood the terms of the Thrive Corporate Management Service 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 its subscription 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, participating in the Thrive Corporate Management Service and recognises that the extent and value of any tax advantages and benefits arising from a subscription to the Thrive Corporate Management Service will vary according to individual circumstances and that the levels, bases and practice of taxation may also change;
 - vi. In evaluating the suitability of a loan within the Thrive Corporate Management Service, 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service 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 Thrive Corporate Management Service Agreement relating to a loan within the Thrive Corporate Management Service;
 - vii. The Applicant has the financial ability to bear the economic risk of participating in the Thrive Corporate Management Service, has adequate means for providing for its current needs and possible contingencies and has no need for the liquid funds representing its subscription to the Thrive Corporate Management Service;
 - viii. The Applicant shall execute and deliver to Blackfinch Investments Limited, within five days after receipt of a request from Blackfinch Investments Limited, such further designations, powers of attorney and other instruments as it may reasonably request;
 - ix. The Applicant shall promptly provide to Blackfinch Investments Limited such information as it may reasonably request;
 - 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:
 - 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;and in the event that it fails to do so, the Applicant further acknowledges that Blackfinch Investments Limited may revoke the Applicant's subscription to the Thrive Corporate Management Service.
 - 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 it or the Thrive Corporate Management Service, 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 Thrive Corporate Management Services Agreement and this Application Form.
 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 Thrive Corporate Management Service 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 consents to the use of such information for the purpose of the ongoing administration of the Thrive Corporate Management Service.
- This Application Form, the Thrive Corporate Management Service Brochure and the Corporate Management Service Agreement 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 non-exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the Agreement.

IMPORTANT INFORMATION

This information is issued by Blackfinch Corporate Services Limited. Registered address:
1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, England, GL3 4AH.
Registered in England and Wales Company Number 05214741.