

# More than money •

## **Application Form**

Praetura EIS Growth Fund

**N O N - A D V I S E D**



# 1. Investor Details ●

(Please complete the following in **BLOCK CAPITALS**)

## Personal Information

Title

Forename(s)

Surname

Date of Birth  /  /

Permanent Residential Address

Postcode

Country

Time at Current Address

Correspondence Address  
(if different from above)

Postcode

Country

Previous Address  
(if less than 3 years)

Postcode

Country

Contact Number  Alternate Number

Contact Email  @

Town of Birth

Country of Birth

Nationality

National Insurance Number

Tax Reference Number

# 1. Investor Details Continued •

(Please complete the following in **BLOCK CAPITALS**)

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Tax Residence(s)

Are you a US person?  Yes  No

Applications will only be accepted from a US person if they reside in the UK, provide evidence that they pay UK tax and submit a completed W-9 form.

## Power of Attorney Information (if applicable)

Full Name

Address

Postcode

Country

Contact Number

Alternate Number

Contact Email  @

Please attach a certified copy of the Power of Attorney document. This should be certified as a true copy on every page.



### 3. Praetura EIS Growth Fund Charges Explained •

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#### Praetura Ventures charges payable by the Investor



##### **Initial Charge**

An initial fee of up to 2.5% will be charged to Investors in the Fund. This will be payable to the Fund Manager prior to investment in the Investee Companies and therefore will reduce the EIS relief available to Investors. This fee is to cover all initial legal, professional and transaction costs.



##### **Annual Management Charge**

An annual management charge of 2% of funds invested will be charged and taken one year in advance.



##### **Custodian Dealing Charge**

A dealing charge of 0.35% will be paid to the Custodian by the investor on the sale of shares in the underlying investee companies.

##### **Special instructions:**



##### **Annual Custodian & Administration Fees**

An annual fee of £85 is charged quarterly in arrears which covers all custodian and administration duties. In addition there may be peripheral fees payable by the investor in accordance with the current 'Mainspring Nominees Limited' tariff. Interest on uninvested cash is paid (gross) by the custodian at 2% below Bank of Scotland base rate.



##### **Performance Fees**

The Fund Manager will be entitled to a performance fee of 20% of the profits above a hurdle rate of 120% of the subscription amount.



##### **VAT**

VAT will be charged on all applicable fees and charged at the prevailing rate.

## 4. Self Certification ●

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**Please complete section 5 if you are not receiving financial advice in respect of this application.**

I confirm I am not receiving financial advice in respect of this investment.  
(Please complete)

Yes

I confirm I am an individual who is classified as having a self-certified, high net worth, sophisticated investor in accordance with COBS 4.7.9 (1) R, COBS 4.7.9 (3) R or a professional investor within the meaning COBS 3.5.

Yes

## 5. Appropriateness Questionnaire ●

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Please complete this client appropriateness assessment form, which is required in order to assess the level of your knowledge and experience of EIS investments and to determine whether EIS investments are appropriate for you. Please note that we cannot accept an application if the information is not complete and we are unable to assess your knowledge of investing in and experience of this sector.

Under the FCA's 'Conduct of Business' (COBS) rules on the promotion of Non-Readily Realisable Securities, we are required to obtain sufficient information from you in order to assess your suitability for the service or investment opportunities we provide.

Based on your answers, the Fund Manager will determine if you have the necessary knowledge and experience to understand the risks.

Please note that we are not allowed to commence arranging the investment of your money until we have received your completed form.

The purpose of these questions is not to assess whether an investment meets your financial needs or matches your attitude to risk. Should you be in any doubt, please seek specialist financial advice.

**Please tick this box** to confirm that you are aware of and understand the investment objectives of the Enterprise Investment Scheme ("EIS") and that these are consistent with your personal financial objectives.

Please state your profession (or your previous profession, if you are already retired):

### INVESTMENT OBJECTIVES

The Enterprise Investment Scheme ("EIS") is a government scheme that provides a range of tax reliefs for investors who subscribe for qualifying shares in qualifying companies. There are currently five separate EIS tax reliefs: income tax relief; capital gains tax exemption; loss relief; capital gains deferral relief; and inheritance tax exemption.

Shares in unquoted/unlisted 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, as investments in EIS qualifying companies have to be held for at least three years in order to benefit from EIS income tax relief. It is not intended that any income or capital will be returned to investors during the three years following the issue of qualifying shares.

The investment strategy is set out in more detail in the Information Memorandum.

## 5. Appropriateness Questionnaire Continued ●

### INVESTMENT EXPERIENCE

Which types of asset based investments and shares listed below have you had personal experience in?  
Please tick those that apply and state the approximate number of years' experience.

	Tick as appropriate	Years Experience
Equity based collective investments, such as ISAs, Unit Trusts, OEICs	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Quoted Main Market Companies	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Companies quoted on AIM or ISDX Markets	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Unquoted companies under EIS or investment in EIS funds	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Private unquoted companies	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
OR No experience	<input type="checkbox"/>	

In what capacity have you had this this experience:

- Shareholder
- Director
- Private Investor
- Adviser/consultant/auditor
- Other (please specify below)

### SPECIFIC KNOWLEDGE AND EXPERIENCE OF EIS INVESTING

How many times you have invested in EIS Companies in the past five years?

- None
- 1
- 2-5
- 5 or more

### FINANCIAL SITUATION

Please tick one of the boxes below to indicate your approximate annual income net of tax:

- Above £500,000
- £100,001 - £500,000
- £50,001 - £100,000
- Less than £50,000

What is your average value of your investments above?

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

Please tick one of the boxes below to indicate the size of your net investable assets (i.e. assets other than your main residence):

- Above £10 million
- £5million - £10 million
- £1 million - £5 million
- £500,001 - £1 million
- £250,000 - £500,000

### RISK ASSESSMENT OF EIS INVESTING

Do you understand the risks associated with investing via EIS

- Yes
- No



## 5. Appropriateness Questionnaire Continued ●

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Do you understand that shares in unquoted/unlisted companies carry a higher risk than shares quoted on the main market of the London Stock Exchange and there is no guarantee that you may get back more than your original investment amount and your capital is at risk?

- Yes  
 No

Do you understand you may not easily be able to sell the shares and that any sale before the end of the relevant HMRC holding period might mean you have to pay back all tax reliefs already claimed?

- Yes  
 No

Do you understand past performance is not a guide to future performance?

- Yes  
 No

Do you understand that tax laws, rates and reliefs may change over the life of holding these shares; and that such changes could adversely affect the tax efficiency of the investment?

- Yes  
 No

Do you understand that given the nature of the investment, it will not be valued as regularly as some more-mainstream, non-complex investment and that some of these valuations may not be from a publicly available independent market valuation?

- Yes  
 No

Please sign and date this form to confirm that the information that you have provided is accurate to the best of your knowledge.

Full Name

Signature

Date

 /  / 

### ELECTRONIC SIGNATURE NOTICE

This agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's acceptance shall be deemed binding between the parties. Each party acknowledges and agrees it shall not contest the validity or enforceability of this agreement because they were accepted and / or signed in electronic form. Each party further acknowledges and agrees that it shall not contest the validity or enforceability of a signed facsimile copy of his agreement on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date of this agreement. Computer maintained records of a party when produce in hard copy shall constitute business records and shall have the same validity as any other generally recognised business records.

FOR PRAETURA VENTURES LTD PRIVATE CLIENTS INTERNAL USE:

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- Assessment complete
- Appropriateness met

Signature

Date

## 6. PEP Status Confirmation ●

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Please tick one of the boxes below to match your client's circumstances.

- Foreign PEPs: individuals who are or have been entrusted with prominent public functions by a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state- owned corporations, important political party officials.
- Domestic PEPs: individuals who are or have been entrusted domestically with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state- owned corporations, important political party officials.
- International organisation PEPs: persons who are or have been entrusted with a prominent function by an international organisation, refers to members of senior management or individuals who have been entrusted with equivalent functions, i.e. directors, deputy directors and members of the board or equivalent functions.
- Family members of PEPs are individuals who are related to a PEP either directly (consanguinity) or through marriage or similar (civil) forms of partnership.
- Close associates of PEPs are individuals who are closely connected to a PEP, either socially or professionally.
- Not a PEP are individuals whose circumstances do not match any of the definitions above

## 7. Applicant Declaration •

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I wish to invest the subscription amount specified in section 2 of this form subject to the terms outlined in the Investor Agreement contained within the Praetura EIS Growth Fund Investment Memorandum. I accept that upon acceptance of this application form I have entered into a binding agreement with the Fund Manager.

**I confirm that;**

1. I am applying on my own behalf
2. I am agreeing to the fees specified within Section 3 of this form.
3. I will notify the Fund Manager if within any period of my investment, I become connected, as defined in sections 166, 167, 170 and 171 Income Tax Act 2007, with any of the portfolio companies Praetura Ventures goes onto invest in.
4. I will notify the Fund Manager if within 36 months of the issue of the single company shares I become connected with that company invested in or receive value of any kind from such a company.
5. I have read the Investment Memorandum in full, including the Investor Agreement. I have understood the investment objectives and confirm these are aligned with that of my own and I agree to be bound by the terms outlined in the Investor Agreement.
6. I have read and kept a copy of the key Information Document to the Praetura EIS Growth Fund.
7. I confirm that I have read, understood and accept the Custodian Agreement.  
<https://systems.mainspringfs.com/documents/praetura/custody-agreement/fcb>
8. I have read and understood the Acknowledgements and Representations listed in the application.
9. I acknowledge the risk associated with making this investment.
10. I have provided accurate and current information within this form.
11. This investment is suitable for me and that I have no claim against Praetura Ventures Limited should I, in the future, legitimately find that the investment is not suitable for me.
12. I understand I need to seek independent tax advice as to the tax consequences of making this investment. Praetura Ventures Limited have not given tax or investment advice in relation to this investment and that no representations regarding taxation and tax advantages made within the 'Investment Overview constitutes as advice to me.
13. I understand that the past performance of Praetura Ventures Limited is not an indication of future performance and by making this investment, my capital may be at risk.
14. I understand that under the verification of identity requirements in the Money Laundering Regulations 2017, my identity may be checked by electronic means such as the use of data held by specialist data agencies. Please note however, that we may request AML documentation in addition to this if necessary, to meet regulatory requirements.

Signature

Date

/

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### ELECTRONIC SIGNATURE NOTICE

This agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's acceptance shall be deemed binding between the parties. Each party acknowledges and agrees it shall not contest the validity or enforceability of this agreement because they were accepted and / or signed in electronic form. Each party further acknowledges and agrees that it shall not contest the validity or enforceability of a signed facsimile copy of his agreement on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date of this agreement. Computer maintained records of a party when produce in hard copy shall constitute business records and shall have the same validity as any other generally recognised business records.

## 8. Application Checklist ●

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**Send this completed original application form to our Receiving Agent & Custodian:**

Praetura Ventures Limited, c/o Investment Operations Team, Mainspring Fund Services,  
27 Furnival Street, London, EC4A 1JQ

**What happens next?**

We will send you by email:

- An acknowledgment within five business days that we have received your application form.
- Quarterly valuation statements (once your funds have been invested). Available within the Praetura Investor Portal.

When you have completed the form, tick the following to confirm:

- You have answered all the required sections that apply to you
- You (or your attorney) have signed the declaration in section 6
- If you are acting under a power of attorney, you have provided a certified copy of your power of attorney and the necessary verification of identity documentation for each attorney
- If your acting as a power of attorney, the power of attorney document must be certified as a true copy of the original on each page
- If you are paying by cheque is it enclosed and made payable to MNL Nominees Limited - Praetura EIS Growth Fund
- If you are paying by bank transfer, please transfer your investment monies to the following account, using your customer reference as the payment reference (to help us identify your payment):

**Bank:** Royal Bank of Scotland  
**Sort Code:** 16-01-09  
**Accounts Number:** 00650006  
**Accounts Name:** MNL Client Account

Customer Reference: Praetura-[Investor first-name last-name]

## 9. Acknowledgements and Representations ●

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1. If your application is accepted, you agree to observe, perform and be bound by the provisions of the Investor Agreement.
2. You confirm that you personally possess sufficient knowledge, experience and expertise in financial and business matters (including experience with investments of a similar nature to an investment in the Fund) to be capable of evaluating the merits and risks of an investment in a single EIS qualifying company.
3. You represent and warrant that: a) if investing through a trust, it is duly authorised and qualified to invest in the EIS and the individual or individuals signing this Application Form on its behalf have been duly authorised by it to do so or; b) if you are an individual, that you have reached the age of majority under the laws of your country of nationality or domicile, and; c) in the case of a trust or an individual, this application, upon acceptance by the Fund Manager, will be its or your legal, valid and binding obligation, enforceable against it or you in accordance with the terms of the Investor Agreement.
4. You acknowledge that this Application Form is not transferable or assignable.
5. You confirm your agreement that this Application Form be governed by and construed in accordance with the laws of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of, or in connection with, this Application Form and, for such purposes, you irrevocably submit to the jurisdiction of such courts. In addition, you irrevocably waive any objection which you might now or hereafter have to the courts of England and Wales being nominated as the forum to hear and determine any such suit, action or proceedings and to settle any such disputes. You also agree not to claim that any such court is not a convenient or appropriate forum.
6. You confirm that you accept the terms of the Investor Agreement and will, at the request of the Fund Manager, forthwith enter into and execute such formal deeds of adherence whereby you will agree to observe, perform and be bound by the provisions of the Investor Agreement as the Fund Manager may require.
7. You agree that, by signing this Application Form, you grant to the Fund Manager authority to make, execute, sign, acknowledge, swear to, deliver, record and file on your behalf: any other business certificate or other instrument or document of any kind that the Fund Manager deems necessary or desirable to accomplish the business, purpose and objectives of a single EIS, or that is required by any applicable law; any agreement or instrument which the Fund Manager deems appropriate to: i) admit you as an Investor in the Investee Company in accordance with the terms of the Investor's Agreement; ii) effect the addition, substitution or removal of the Fund Manager pursuant to the Investor Agreement; or iii) effect an amendment or modification to the Investor Agreement adopted in accordance with the terms of the Investor Agreement; provided always, to the fullest extent permitted by law, this authority is irrevocable and shall survive, and shall not be affected by, your subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution. This authority will only terminate upon your complete withdrawal from the Investee Company.
8. You agree that the foregoing representations, warranties, agreements and acknowledgements shall survive the date of your admission to the Investment and this Application Form shall be binding upon and inure to the benefit of the parties and their successors and permitted assignees.
9. You agree that any term or provision of this Application Form which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Application Form or affecting the validity or enforceability of any of the terms or provisions of this Application Form in any other jurisdiction.
10. You undertake to notify the Fund Manager immediately if there are ever relevant circumstances of which the Fund Manager should be aware in relation to managing your Investment.
11. You confirm that you have accessed the Custody Agreement via <https://systems.mainspringfs.com/documents/praetura/custody-agreement/fcb> and have read and understood the terms and confirm acceptance to the terms of the Custody Agreement;
12. The terms of the Custody Agreement will become applicable to the Investor upon execution of the application form;
13. You consent to the Manager entering into the Custody Agreement with the Custodian, on behalf of the Investor, acting as its agent; and
14. You acknowledge that investments will be registered in the name of the Nominee but they will be held on trust by the Nominee and the Investor will remain beneficial owner of the investments.

## 10. What Happens Next? ●

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1. We'll let you know when we've received your funds and application form, and whether we need any further information from you. We will also invite you to register on our secure portal. This portal will enable us to keep you up to date on developments within Praetura, and give you access to your portfolio news and valuations.
2. After that, we will invest your funds on your behalf. We expect to have your funds invested within 4-6 months of your subscription.
3. We will make your EIS3 certificates available within the secure portal. You will be required to present these to HMRC when making your claim for tax relief on your investment.