

# WARRIOR POETS

THE BIRTH AND DEATH  
OF HIP HOP



**IMPORTANT**

THE CONTENT OF THIS PROMOTION HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("FSMA"). RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED. ANY PERSON WHO IS IN DOUBT ABOUT THE INVESTMENT TO WHICH THIS DOCUMENT RELATES SHOULD CONSULT AN AUTHORISED PERSON UNDER FSMA SPECIALISING IN ADVISING ON INVESTMENTS OF THE KIND TO WHICH THIS DOCUMENT RELATES.

**NAME & ADDRESS OF RECIPIENT:**

**COMPANY NAME (SPECIAL PURPOSE VEHICLE)**

This Is Madness Ltd (co no. 12711195)  
 27 St Stephens Avenue  
 Ashtead, Surrey  
 United Kingdom  
 KT21 1PJ

**DIRECTOR**

Jeremy Vernon

**LEAD PRODUCTION COMPANY**

Port Royal Media Ltd (co no.10452376)  
 Registered address  
 59 Dukes Wood Avenue,  
 Gerrards Cross,  
 United Kingdom,  
 SL9 7JY

**DIRECTOR**

Jeremy Vernon e jezz@portroyal.london m +44 (0) 7976883-34

## **THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

The content of this document should not be treated as advice. If you are in any doubt about the contents of this document, you should consult a person authorised under the Financial Services and Markets Act 2000 who specialises in advising on the acquisition of shares and other securities.

This financial promotion does not constitute an offer to the public and no offer of shares set out in this document (the "Document") is calculated to result, directly or indirectly, in such shares becoming available for subscription or purchase by persons other than the person whose name is set out on the front of this Document (the "Recipient"). This is Madness Ltd (the "Company") will not accept subscriptions from anybody other than the person whose name is set out on the front of this Document.

This Document relates to an offer for securities which falls outside the scope of section 85 of FSMA (as amended by the Prospectus Regulations 2005) by virtue of Schedule 11A, paragraph 9 of FSMA. As a result, this offer is exempt from the requirement to make available an approved Prospectus.

This Document is being distributed only to, and is directed only at (a) certified high net worth individuals as described in Article 48 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order"),

Those described in Article 48 of the Order, being certified high net worth individuals where at least one of the following applies:

- (i) They have had, during the immediately preceding financial year an annual income to the value of £100,000 or more; or
- (ii) they have held, throughout the immediately preceding financial year net assets to the value of £250,000 or more. Net assets for these purposes do not include:
  - (A) The property which is their primary residence or any loan secured on that residence;
  - (B) Any rights under a qualifying contract of insurance within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
  - (C) Any benefits (in the form of pensions or otherwise) which are payable on termination of service or on death or retirement and to which they are (or their dependants are), or may be, entitled;
  - (D) Those described in Article 50A of the Order, being self-certified sophisticated investors where at least one of the following applies:
    - (i) They are a member of a network or syndicate of business angels and have been so for at least the previous six months; or
    - (ii) They have made more than one investment in an unlisted company in the previous two years; or
    - (ii) They are working, or have worked in the previous two years, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises; or
    - (iv) they are currently, or have been in the previous two years a director of a company with an annual turnover of at least £1m.

Neither the Company nor any of its respective affiliates, subsidiaries, officers, employees, agents, advisers or representatives, nor any person named or referred to herein (together "Affiliates"), make any representations or give any warranties or indemnities or undertakings, express or implied, with respect to the truthfulness, accuracy or completeness of the contents of this Document or any other documents or written or oral information supplied at any time to any Recipient nor does any such person accept any responsibility of whatsoever nature for the information, statements and opinions made or expressed in this Document or for any omissions therefrom nor shall they be liable for any loss or damage of whatsoever nature relating in any way to or arising from this Document or to any such information, statements, opinions or omissions or in consequence of any reliance placed on this Document. In particular, no information in this Document constitutes a profit forecast or a prediction. Any such information is included for illustrative purposes only. No warranty, representation or inference as to the future success or performance of the matters described in this Document is made by the Company or any of its Affiliates or should be inferred from any section of this Document.

Statements made in this Document are made based on the interpretation of law and practice in force in the United Kingdom as at the date hereof and are subject to changes in those laws and practice.

The only information that will have any legal effect will be that specifically represented in definitive agreements concluded between the Company and the Recipient of this Document. On request, the Recipient will promptly return this Document to the Company together with all further information and materials sent or made available to the Recipient without retaining any copies.

The information and opinions contained in this Document are strictly private and confidential and, accordingly, the contents of this Document and any other information or opinion subsequently supplied or given may not be published, reproduced, copied or disclosed to any third party.

No person is or has been authorised in connection with the Company to give any information not contained in this Document and, if given or made, such information must not be relied upon as having been authorised by or on behalf of the Company.

Investment in the Company carries substantial risk and the Recipient could lose the whole of his or her investment. There can be no assurance that the investment objectives will be achieved and investment results may vary substantially over time. In addition to this and the risk factors described in this Document, the Recipient should be aware of the risks associated with an investment in the Company. Investment in the Company is not intended to be a complete investment programme for any Recipient.

Recipients should carefully consider whether an investment in the Company is suitable for them in light of their circumstances and financial resources. Recipients' attention is drawn, in particular, to the Risk Factors set out in this Document.

In providing this Document, the Company undertakes no obligation to invite the Recipient to proceed with a further investigation of the Company nor to provide the Recipient with any additional information, nor otherwise to negotiate with or treat the Recipient in respect of the Company. Any subscription for shares must be made by completing the attached application form and any subscription for shares will be subject to the terms and conditions set out in the application form.

Offer of up to 185,000 new Ordinary Shares of £0.01 each at a price of £1.00 per share (including a premium of £0.99 each) to fund the production of the feature film documentary "This Is Madness".

## WARRIOR POETS: THE BIRTH AND DEATH OF HIP HOP

Origin of production: UK

Genre: Documentary Feature

Language: English

Production Company: Port Royal Media Ltd / This Is Madness Ltd

Director: Marko Nine

Co-Writer: Rakaya Fetuga

Producers: Jezz Vernon

Co-Producer: Genevieve Grant

Classification: 15 TBC

Logline: As widespread revolt challenges America again, we return to the story of rap music's true founding fathers - The Last Poets, Gil Scott-Heron and The Watts Prophets – legendary militant black Poets and musicians that came together circa 1968 to create an urgent new voice amidst revolution. This is the story of their origins and their legacy.



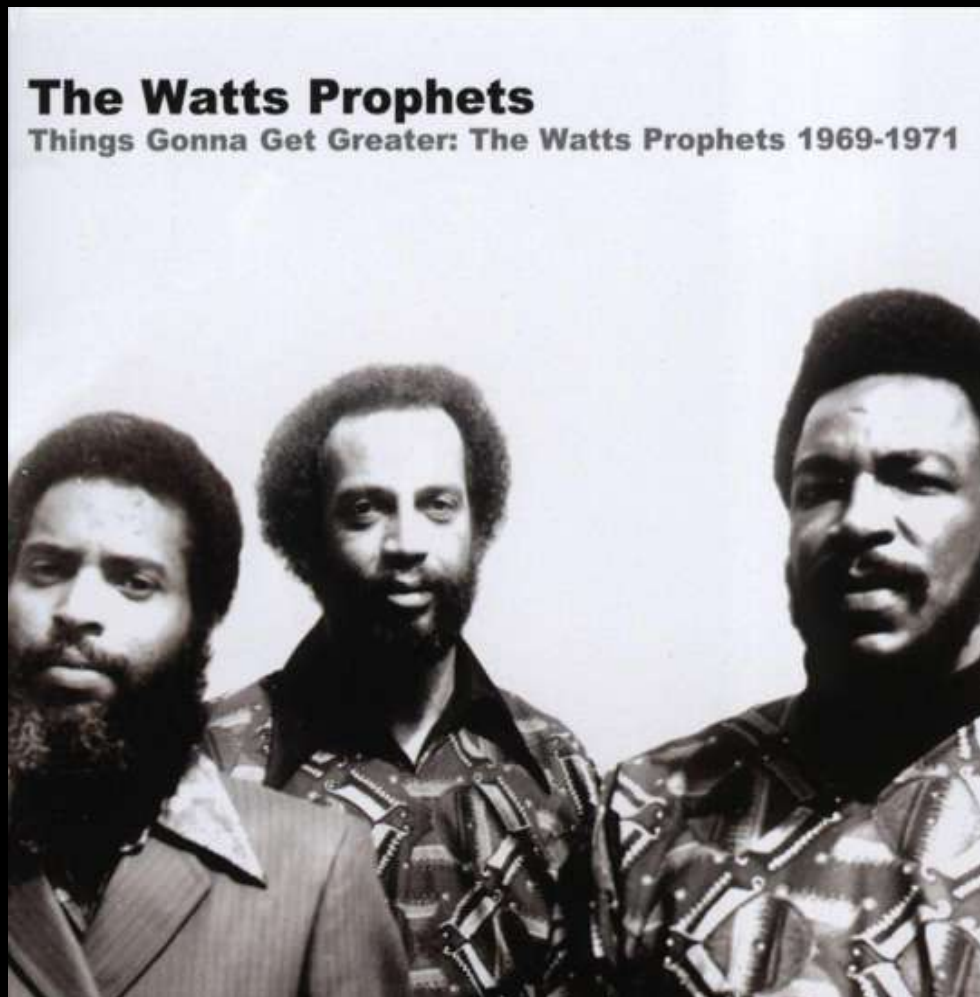


**“When the revolution comes some of us will probably catch it on TV, with chicken hanging from our mouths.”**

The birth of Hip Hop has become urban mythology over the past fifty years. The continuous breakbeat was an innovation by DJ Kool Herc in the early seventies, switching back and forth between the drum breaks on two copies of a James Brown record, in the meantime arguments continue over whether ‘Here Comes the Judge’ by Pigmeat Markham, ‘Rapper’s Delight’ by the Sugarhill Gang or ‘King Tim III’ by the Fatback Gang was the ‘first’ rap record. But there has never been any question over where the ferocious cultural manifesto, the politicism and the anger of Hip Hop’s best lyrical work originated. The question, as America is rocked by race riots, is where did it go?

The year is 1968. In Marcus Garvey Park in Harlem, a group of black musicians, writers and activists formed a group, calling themselves The Last Poets. They read poems and played drums - and when they spoke, they spoke plainly. Their message was about black unity. About social justice. About empowerment. About all that was wrong with their world and all that could be done to make it better. Malcolm X had been assassinated three years earlier, while Martin Luther King had been shot just 3 months prior – anger was running high. While many had aligned themselves with militant outlets like the Black Panthers preparing for an armed revolution, the Last Poets were among the first to embrace revolution through poetry and music - shocking the establishment through mainstream media channels.



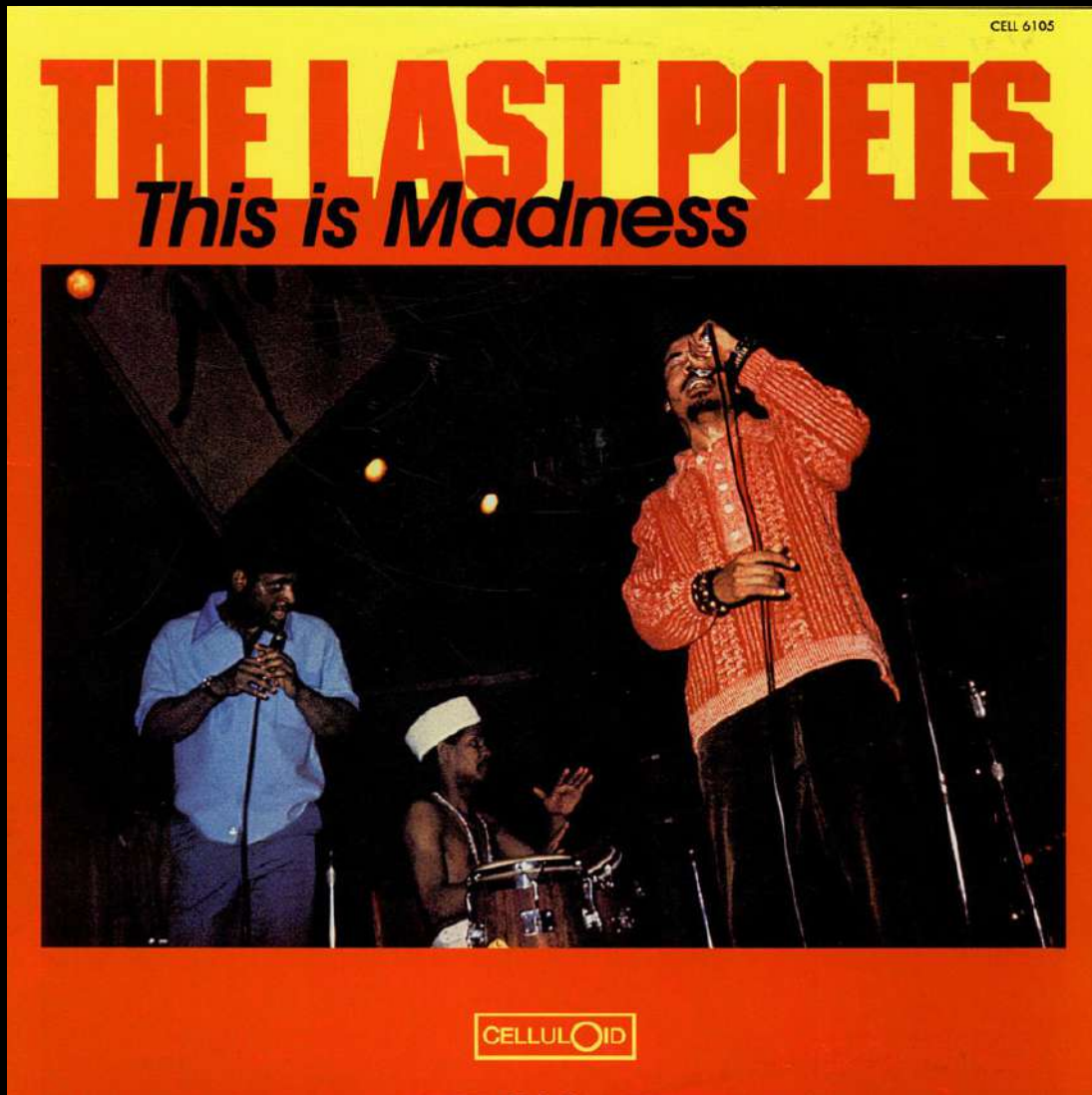


Twelve months earlier on the West coast a similar group had come together calling themselves the Watts Prophets.

Fifty years on, along with Gil Scott-Heron, they are all considered to be the true founding fathers of Hip Hop.

*WARRIOR POETS: THE BIRTH AND DEATH OF HIP HOP*, will explore their fifty year story and ask why Hip Hop abandoned its origins. As 21st Century violent protests shock America this documentary will bring their voices to new generations. As Mark Twain said, "history doesn't repeat itself, but it does rhyme".

Featuring decades of exclusive interviews with the Poets, the Prophets and Gil Scott-Heron alongside interviews with some of the biggest Hip Hop stars of the 21st century, we're also filming key commentators and black academics to truly understand the modern landscape of Amercian society.



### **Director - Marko Nine**

Marko Nine is a songwriter/filmmaker whose friendship with members of the Last Poets has spanned many years, during which time he has endeavored to document their collective journey.

In the musical arena, he has worked with Rob Hegel (Air Supply), Annie Burns (The Burns Sisters), Chris Butler (The Waitresses), Keith Levene (Public Image Ltd.), and Pat DiNizio (The Smithereens), and has composed music for television and feature films.

His current film projects include adaptations of Peter Hoeg's 'The Quiet Girl', Nicholas Christopher's 'The Soloist' and Luke Rinehart's 'The Dice Man'.



## Co-Writer - Rakaya Fetuga

Rakaya Fetuga is a writer, educator and arts producer based in London, holding a BA in Literature and an MA in Fiction Writing. Awarded the STW Poetry Prize (2017) and the Roundhouse Slam (2018), she has performed across the UK and internationally. Commissions include work for BBC Creative, Bloomberg Philanthropies, KYRA TV and English Touring Theatre. As an educator, Rakaya works with the Poetry Society as Poet in Schools and is the Youth Engagement Manager at Rumi's Cave. For the summer of 2020 Rakaya programmed an online workshop series for young women in collaboration with Apple for her second year working on the Made in LDN project. Rakaya is currently working on her debut novel and is represented by Seren Adams of United Agents.

## Co-Producer - Genevieve Grant

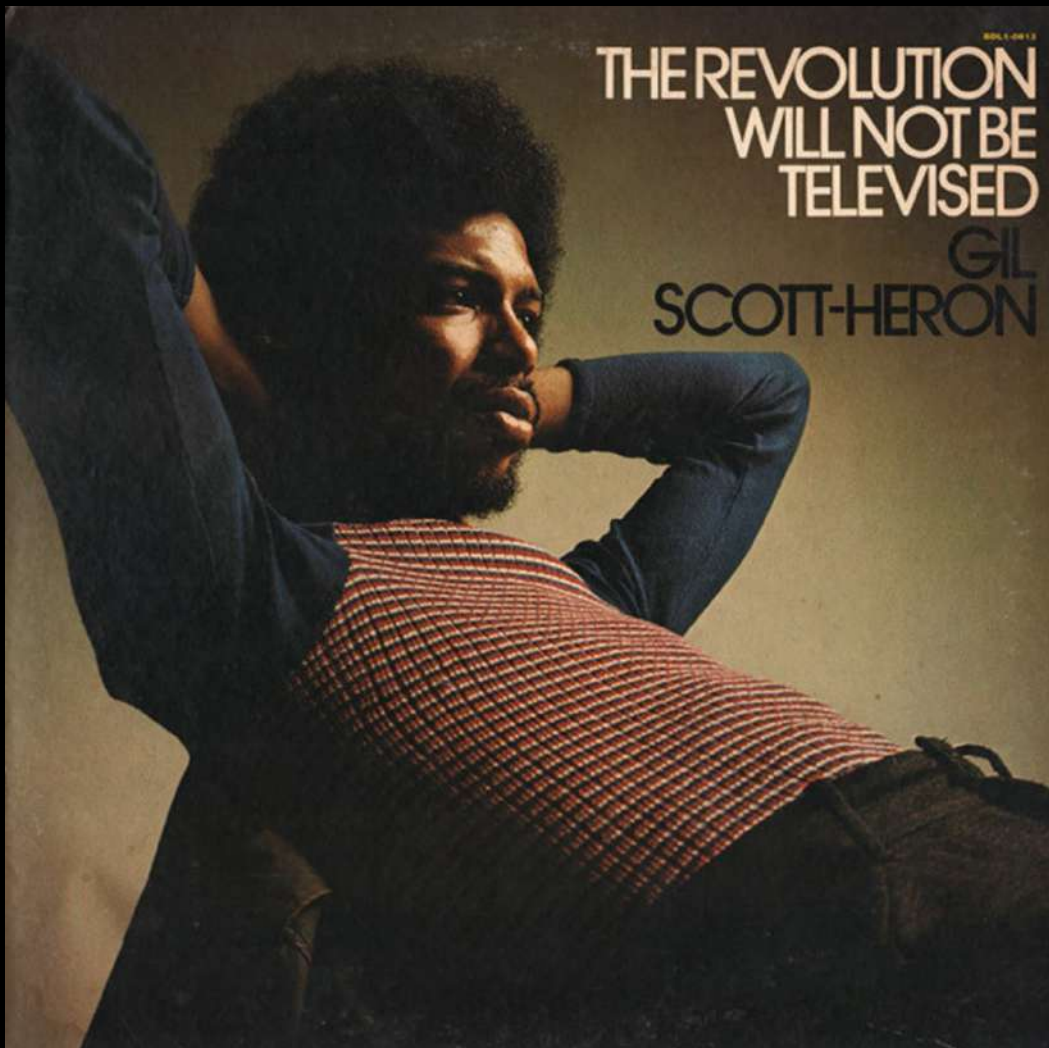
Geneviève Grant is a writer, performance poet, and dramaturg. Currently working on her M.A. in Creative Writing, her work focuses on questions of freedom, agency, and homecoming. Her portfolio includes performance art projects at Shunt Lounge and Studio N1 in London, and a long history of slam poetry experiments in the U.S. Her theatre practice continues from her start in western Massachusetts in the 1989, where her participation in political ensemble theatre challenging South African apartheid awakened her desire to see revolution activated. Since then she has made work engaging with social and political issues in New York, Baltimore, and London.

Geneviève holds an M.A. in Performance Theory from Goldsmiths College, and a B.A. in Dramaturgy from Towson University. Geneviève is a citizen of the U.S. with roots in New York and Baltimore, and currently lives in and around the greater London area.



## Director's Statement

I have been privileged to enjoy many years of fruitful comradery with members of The Last Poets since our initial meeting. Based in Harlem for a good portion of that time, I have also engaged in conversations with Ta-Nehisi Coates, Thomas Chatterton Williams, and others within the black intelligentsia. This film will be a planetary polaroid of the cultural/political landscape known as Hip Hop in light of the new wave of race riots, as engendered by revolutionary voices such as the Watts Prophets, Gil Scott-Heron and the Last Poets. I intend to follow the on-going influence of the originators of Hip Hop to explore where the true, transformative message has been obliterated and where it's flourished.





**Producer JEZZ VERNON****IMDB LINK**

Jezz Vernon has been Managing Director of Port Royal Media and Port Royal Distribution since 2016. He is also an Academic at the University of Exeter. Over the past decade he has produced a range of feature films and documentaries including *The Borderlands*, *Born in New York & Raised in Paris* and the forthcoming *People You May Know*, as well as exec producing multiple other projects. Previously he was Managing Director of UK Film Distributor and Sales Agent Metrodome, having joined the company in 2005. During his tenure he also oversaw production within the company from 2010. Metrodome's releases included *The Secret in Their Eyes*, *I Am Love*, *Frances Ha*, *Tangerine*, *The Falling* and *Sunset Song*. He has been a board member of strategic agency Film London since 2015 and lectures at the National Film & Television School.



## THE TEAM BEHIND WARRIOR POETS



**Rakaya  
Fetuga**



**Lena  
Nozizwe**



**Genevieve  
Grant**



**Jezz  
Vernon**



**Marko  
Nine**



**Ken  
Jones**



**"We were born May 19, 1968, Malcolm X day. We were dealing with Malcolm's ideas and his whole concept of self-determination and black nationalism. We wanted to be the voice of that. That was the impetus of our existence. I really could not buy Martin Luther King's program. The idea that we wanted to sit next to them in a luncheonette or a bathroom. You got to built your own toilet. Don't beg anybody for your friendship. You be who you are. You be respectful onto yourself and every living thing around you."**

Abiodun Oyewole - The Last Poets



## Distribution Strategy

Documentary has experienced a huge renaissance in recent years with the advent of the streamers. With a multitude of recent SVOD platform launches alongside Netflix and Amazon Prime there has never been more potential for high price acquisitions of documentary feature films.

WARRIOR POETS will present itself to international markets through its sales agent. The Sales Agent will seek high level advances from foreign markets with the core market being North America. Should the advances not meet the reserve pricing then Port Royal Distribution Ltd will, with the investor's approval distribute, direct into multiple international territories.

The advantage of receiving advances at or above the reserve level is that revenue will flow in quickly as advances are paid in full pre-release. However direct distribution, although delivering revenues more slowly, means that a greater proportion of revenues are returned to the film, as there are less middle men involved in the distribution chain. We also see exceptional value in the worldwide education screening market (Universities etc).

Because there is a clear target market for WARRIOR POETS (worldwide fans of urban music and black culture), it has an advantage over common interest documentary which doesn't possess a core market. Our audiences can be targeted cost effectively through publicity and paid for social media, delivering them a full trailer directly into their feeds. This approach also reduces the tremendous wastage of above the line advertising.

The importance of a clearly defined, eager core market is that it does not require a sale to a streamer to be highly profitable, it can reach significant revenue returns through Video on demand, download to own and DVD sales. In effect a sale to a streamer is additional to these revenues.

It is our intention to run the film through the international festival circuit for 6-9 months before the first consumer release, to build up critical mass and potentially awards.



## Commercial Comparables



### The Defiant Ones

Grammy Award Winner  
Best Music Film

Produced by HBO  
and then acquired for  
worldwide on Netflix for  
a large undisclosed sum



### The Black Power Mixtape

Grand Jury Prize  
winner Sundance

Acquired by Sundance  
Selects and available  
worldwide on VOD  
and SVOD



### Summer of Soul

In cinemas now, the  
film features members  
of The Last Poets  
and was called "The  
Best Concert Film  
Ever Made" by The  
Guardian Newspaper

A fundamental point on film economics is that the box office results often have no correlation whatsoever to profitability, for films with a sub \$1m budget the bulk of revenues either come from sizeable advances or home entertainment revenue share. A streamer will often pay a large flat fee for the rights to a film or TV series which guarantees sizeable profitability in one lump sum. So when profitability statistics are presented as production budget versus box office, it's a meaningless algorithm.

## Internal Projections - This Is Madness

Global Budget                      £185,000  
Est UK Film tax Credit           £30,000

Subtotal (for recoupment)      £155,000

Equity constitutes of 55% of back end profits

## Projected Revenue Scenarios

Net Revenues*	Low	Medium	High	Breakout
	£200,000	£350,000	£550,000	£1.2m
Equity ROI	16%	124%	195%	425%

\*The sum received by the film after distribution expenses, commissions and International sales agent commissions have been deducted



## THE OFFER

This Is Madness Ltd (co no. 12711195) will offer 185,000 new Ordinary Shares at a subscription price of £1 per share.

## OFFER PERIOD

The offer will open on 20th July 2020 and close on 20th July 2022.

## USE OF PROCEEDS OF THIS OFFER

The proceeds of the Offer will be used to fund the production of "This Is Madness", administrative costs and to pay the nominal expenses of this Offer, the Company reserves the right to issue more shares and raise additional funding for marketing and distribution should the project warrant this.

## BEHIND THE SCENES

We welcome close involvement with our investors and the project and (unusually for the film industry) have a completely transparent approach in the way we work for our finance partners and investors. The production team will also hold regular zoom meetings every 6 weeks to discuss progress, creative approach, project finances and commercial activity where investors are invited to join us.

We will send regular emails to all investors with the project status.

Investors that acquire 20,000 shares or more will receive an executive producer credit in both the front titles and the end titles.

All investors will have their names listed in the end credits of the film.

Investors and family members will also receive free tickets to the premiere of the film in London, and receive a DVD of the film.

We will also offer investors an exclusive investment window on the next project in our slate ahead of wider fundraise marketing.

Our sister distribution company also holds regular screenings of its films in London which investors and family and their friends will receive free tickets too.



## **NOTICE TO RECIPIENTS**

Investment in the Company carries substantial risk and Investors could lose the whole of their investment. There can be no assurance that the investment objectives will be achieved and investment results may vary substantially over time. In addition to this and the Risk Factors described in this Offer Document, potential Investors should be aware of the risks associated with an investment in the Company. In the opinion of the Directors, the other most significant risks are:

- (i) the value of shares may go down as well as up, and potential investors may not get back the amount invested by them;
- (ii) although annual accounts will be sent to shareholders, proper or accurate information about the value of the investment in the Company may not be available or may be difficult to obtain because there is no liquid market;
- (iii) the Company's shares are unquoted and may carry more risk than quoted securities or shares;
- (iv) unquoted shares may be difficult to sell/realise and there can be no certainty that market makers will be prepared to deal in them (there is no active market for the shares);
- (v) as a result of the current tax regime and the proposed business of the Company, investing in the Company should be seen as a long term investment where there may be no payment to investors in the early years.

Investment in the Company is not intended to be a complete investment programme for any Investor. Prospective Investors should carefully consider whether an investment in the Company is suitable for them in light of their circumstances and financial resources. Investors' attention is drawn to the Risk Factors set out on in this Offer Document.

In publishing this Offer Document, the Company undertakes no obligation to invite the recipient to proceed with a further investigation of the Company nor to provide the recipient with any additional information, nor otherwise to negotiate with in respect of the Company. The contents of any websites referred to in this Offer Document do not form part of this Offer Document and Investors should not rely on such contents. The address of any website is included in this Offer Document as an inactive textual reference only.

By applying for shares in the Company you are declaring that you are a self-certified High Net Worth Individual and/or a Sophisticated Investor. All information in the following document is correct at the time of print.

## **RISK FACTORS**

Investors should consider carefully the following factors and other information in this Offer Document before they decide to invest in the Shares. An investment in the Shares involves risks and Investors may lose part or all of their investment. All of the information contained in this Offer Document should be considered in the light of the risk factors set out.

The principal risk factors considered by the Directors to be relevant when considering an investment in the Shares are as follows (this is not an exhaustive list and Investors should consult their financial advisers before investing):

Investing in the Shares is speculative and involves a high degree of risk and should only be made by Investors who can afford to lose their entire investment. Additionally,



there is no guarantee of return on an investment in the Shares. If there is a return it is likely that this will vary in amount from time to time. The value of stocks or shares may go down as well as up. Any investment in the Shares should be seen as a medium to long-term investment.

### **RISKS RELATING TO AN INVESTMENT IN SHARES**

As the Shares in the Company are unlisted/unquoted on a stock exchange, it will be difficult to obtain valuation information and information regarding the extent of the risk involved. There are often greater risks involved in unquoted shares than quoted shares/securities.

- You may have difficulty selling this investment at a reasonable price and, in some circumstances, it may be difficult to sell it at any price.

### **RISKS RELATING TO OPERATING HISTORY, PAST PERFORMANCE AND FUTURE PERFORMANCE**

- Past performance and historical information is not an indication of future performance. The Company's actual performance could differ materially from projections. The Company will be operating in a competitive industry where the commercial risks are high. Audience reaction, initial reviews and public taste cannot be predicted. Any Investment in a film production business such as the Company is, therefore, highly speculative and no guarantee of any return may be given.
- Changes in government or government policy could affect the tax treatment of the films and any investments. This could have a material effect on the performance of the Company and any investment in the Company.

### **RISKS RELATING TO RETURNS**

- In circumstances where the Company seeks funding from sources other than from the Offer, these may need to be repaid in preference to any payment to Investors.

### **RISKS RELATING TO THE FILM INDUSTRY**

- The film industry is a high-risk sector and there is a significant risk that the Company may lose all of its investment in the film as a consequence of which the entirety of an Investor's investment could be lost.
- The company cannot give any assurances that it will make the film until the minimum amount is raised.
- The success of any of the film depend on the Company (or any subsidiaries it incorporates for the purposes of producing such films) entering into definitive legal documentation with third parties. The inability of the Company or its subsidiaries to enter into such legally binding documentation will have a detrimental effect on the relevant film's potential success.
- The budget for the film may be exceeded and the sales of the film may not materialise or reach anticipated levels.

- There is a risk that the film may not be completed notwithstanding that funds raised pursuant to the Offer were employed in its or their development and production, in which case, an Investor could lose all of their investment.
- Inflation and economic risk could increase the costs of producing the film, Deflation could reduce the value of an investment in the Company and any return that may be achieved.
- If the Offer is less than fully subscribed or if the budget of the film has to be increased, the directors may seek to raise additional finance. Such additional finance may be obtained through a combination of loans from third parties, qualifying tax schemes, or by paying the crew, cast, equipment suppliers and their key personnel on a deferred basis. Investors should note that any loan repayments or deferred payments will have to be made out of Gross Receipts before Investors receive any of their initial capital or return on their investment.

## **SUMMARY OF SHARE RIGHTS**

The articles of association of the Company (the “Articles”), which are available for inspection, at the address specified above, contain provisions, among other things, to the following effect:

### **(a) Voting**

There are no differences in the voting rights of the significant shareholders. The Company and the Directors are not aware of any arrangements, the operation of which may, at a subsequent date, result in a change of control of the Company. Subject to any special rights attached to any Ordinary Share, all Ordinary Shares in the Company rank paripassu as to voting, rights to dividends and rights to the return of capital.

### **(b) Dividends**

The Company’s profits available for distribution and resolved to be distributed in respect of any financial year are to be distributed among the holders of the shares in proportion to the number of shares held by them respectively.

### **(c) Redemption**

The Shares are not redeemable.

### **(d) Transfer of Shares**

Subject to such of the restrictions contained in the Articles as may be applicable, any member may transfer all or any of his shares by an instrument of transfer in any usual or common form or in any other form which the Directors may approve. Where companies legislation allows, shares in the Company may be transferred without a written instrument pursuant to procedures adopted for the purpose by the Directors. Any instrument of transfer of a share shall be signed or authenticated in such manner as the Board in its absolute discretion may determine subject to Section 1146 of the Companies Act 2006, by or on behalf of the transferor and, except in the case of fully-paid shares, by or on behalf of the transferee. The Directors may refuse to register a transfer of shares unless the instrument of transfer:

- (i) is lodged (duly stamped if so required by law in order to be registered) at the Company’s registered office or at such other place as the Directors may appoint accompanied by the relevant share certificate(s);



- (ii) is in respect of only one class of share; and
- (iii) is in favour of not more than four persons jointly. The Directors may also decline to register any transfer of shares on which the Company has a lien or which is made in favour of an infant, bankrupt or person of unsound mind.

(e) Variation of Rights

Subject to the provisions of the Act, if at any time the capital of the Company is divided into additional different classes of shares, the rights attached to any class may be varied or abrogated, whether or not the Company is being wound up, either:

- (i) in such manner (if any) as may be provided by such rights; or
- (ii) in the absence of any such provision with the consent in writing of the holders of three quarters in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such meeting all the provisions of the Articles relating to general meetings or the proceedings thereat shall, so far as applicable and with the necessary modifications, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class in question and that any holder of shares of the class in question present in person or by proxy may demand a poll.

## **PROCEDURE FOR APPLICATION**

### **GENERAL TERMS AND CONDITIONS**

The subscription price for each Share is £1. Each application must be made on the Application Form supplied in this document and be accompanied by either;

a) a separate cheque or banker's draft drawn in Sterling on an account at a branch (which must be in England, Scotland, Northern Ireland, Wales, the Channel Islands or the Isle of Man) of a bank or building society which is either a settlement member of the Cheque and Credit Clearing Company Limited or a member of either of the committees of the Scottish or Belfast Clearing Houses or which has arranged for its cheques and banker's drafts to be cleared through the facilities provided by either of those companies or those committees (and must bear the appropriate sorting code number in the top right hand corner). T

or b) a Bank transfer to the account specified by the Company, which shall be an account belonging to This Is Madness Ltd created solely for the production of the film.

The Application Form and payment should then be forwarded by post or hand to:  
This Is Madness Ltd, 27 St Stephen's Avenue, Ashted, Surrey, KT21 1PJ

### **FURTHER TERMS AND CONDITIONS**

Your attention is drawn to the terms and conditions set out on the reverse of the Application Form which forms part of this document and to the Application Form.

Applicants are advised to allow three full business days for delivery through the post. Cheques or banker's drafts must be made payable to the SPV (details will be specified through the company) and crossed A/C Payee.

Share certificates will be dispatched to shareholders as soon as possible following allotment. Subject to the Directors acceptance of the application, share certificates and any surplus moneys will be retained pending clearance of an applicant's cheque.





Cheques will be presented for payment on receipt and kept in a designated account of the Company pending completion of the Offer and it is a term of the Offer that remittances should be honoured on the first presentation.

The applicant, by completion of the Application Form, waives his right to receive any interest on the subscription monies. The Directors reserve the right to reject any application for Shares. The Directors also reserves the right to treat as valid any applications for Shares, which do not fully comply with the conditions set out in the application form. If any application for Shares is not accepted or the Offer lapses, the amount paid on application will be returned within seven days of such rejection or lapse, without interest. All documents and remittances relating to this Offer sent by or to an applicant are at the applicant's risk. Applications will be considered in order of receipt, save that applications received with post-dated cheques will not be considered until the date of the cheque.

## **JOINT APPLICATIONS**

Joint applications are acceptable, all joint applicants should sign the Application Form and give full names and addresses in block capitals. An applicant applying on behalf of another person must complete the Application Form in the name of that other person and sign his/her name as attorney and must enclose a power of attorney duly executed. No person receiving a copy of this document and/or the Application Form in any territory other than the United Kingdom may treat the same as constituting an invitation or offer to him, nor should he in any event use such Application Form, unless in the relevant territory such an invitation could lawfully be made to him or such form could lawfully be used without contravention of any other legislation or other legal requirements. It is the responsibility of any person outside the United Kingdom wishing to make an application hereunder to satisfy himself as to the full observance of the laws and regulations of the relevant territory in connection therewith including obtaining any governmental or other consents which may be required or observing any other formalities needing to be observed in such territory.

The Offer will open on 20th July 2020 and the initial closing date is 20th February 2021. The period during which the Offer is open may be extended by the Directors. Applicants should note that the Directors will close the Offer immediately once it is fully subscribed.

## **IMPORTANT - MONEY LAUNDERING RULES**

It is a term of the Offer that, to ensure compliance with the updated Money Laundering Regulations 2007, the Company is entitled to require, at its absolute discretion, verification of the identity from any person lodging an application form for Shares (the "Applicant") including, without limitation, from any Applicant who either:

- (i) tenders payment by way of a cheque, banker's draft or online BACS or CHAPS payment drawn on an account in the name of a person or persons other than the Applicant; or
- (ii) appears to the Company to be acting on behalf of some other person. In the case of (i) above, verification of the identity of the Applicant may be required. In the case of (ii) above, verification of the identity of any person on whose behalf the Applicant appears to be acting may be required.

Pending the provision of evidence satisfactory to the Company as to the identity of the Applicant and/or any person on whose behalf the Applicant appears to

be acting, the Company may, in its absolute discretion, retain an Application Form lodged by an Applicant and/or the cheque or other remittance relating thereto and/or not enter the Applicant on the register of members or issue any certificate in respect of the Shares allotted to the Applicant. If, within a reasonable period of time following request for verification of identity and in any case no later than 3 p.m. on the relevant date of allotment, the Company has not received evidence of the identity of the Applicant satisfactory to it, the Company may, at its absolute discretion, reject any such application in which event the remittance submitted in respect of that application will be returned to the Applicant without interest (without prejudice to the rights of the Company to undertake proceedings to cover any loss suffered by it as a result of the failure of the Applicant to produce satisfactory evidence of identity).

### **IMPORTANT - MONEY LAUNDERING RULES**

Financial Services and Markets Act 2000 ("FSMA"). Circulation of this Information Memorandum in the UK is, therefore, limited to restricted categories of recipients, namely, persons who fall within the categories of persons set out in the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, which includes investment professionals within the meaning of Article 19, existing shareholders within the meaning of article 43, high net worth persons falling within Articles 48 and 49, and certified sophisticated investors within the meaning of Articles 50 and 50A.

- a) I can receive financial promotions that may not have been approved by a person authorised by the Financial Conduct Authority;
- b) The content of such financial promotions may not conform to rules issued by the Financial Conduct Authority;
- c) by signing this statement I may lose significant rights;
- d) I may have no right to complain to either the The Financial Conduct Authority or the Financial Ombudsman Authority;
- e) I may have no right to seek compensation from the Financial Services Compensation Scheme.





**STATEMENT FOR SELF CERTIFIED SOPHISTICATED INVESTOR**

I am a self certified sophisticated investor because at least one of the following applies:

- a) I am a member of a network or syndicate of business angels and have been so for at least six months prior to the date below;
- b) I have made more than one investment in an unlisted company in the two years prior to the date below;
- c) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- d) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of over £1 million.

I accept that I can lose my property and other assets from making investment decisions based upon financial promotions. I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

APPLICANT SIGNATURE

PRINT NAME

**STATEMENT FOR SELF-CERTIFIED HIGH NET WORTH INDIVIDUAL**

I declare that I am a self-certified high net worth individual because at least one of the following applies:

- a) I had during the financial year immediately preceding the date below, an annual income of £100,000 or more;
- b) I held, throughout the financial year immediately preceding the date below, net assets to the value of £250,000 or more. Net assets for these purposes do not include: the property which is my primary residence or any loan secured on that residence; any rights of mine under a qualifying contract of insurance within the meaning of the Financial Services and Marketing Act 2000 (Regulated Activities) Order 2001 (a); any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependents are), or maybe, entitled.

I accept that I can lose my property and other assets from making investment decisions based upon financial promotions. I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

APPLICANT SIGNATURE

PRINT NAME

## TERMS AND CONDITIONS

I hereby acknowledge that the acceptance and basis of application of the Shares of the company is in the absolute discretion of the Directors and that they have reserved the right to reject in whole or in part or to scale down any application including without limitation multiple or suspected multiple applications or any application considered by the Directors to have been made by a nominee. If any application is not accepted, or is accepted for fewer Shares, then the application monies or the balance thereof (as the case may be) will be returned without interest by sending the applicant's cheque or banker's draft, or a crossed cheque in favour of the applicant in each case by post or by hand and at the risk of the person entitled thereto to the address of the applicant without interest.

In consideration of the Directors agreeing that they will consider and process applications for the Shares in accordance with the procedure referred to in the Offer Document and as a separate contract with the Company which will become binding on despatch by post of this application form:

I warrant that my cheque, banker's draft or online payment will be honoured on first presentation and agree that if such cheque or banker's draft is not so honoured I will not be entitled to be allotted with any Shares or to receive a share certificate for any Shares unless and until I make payment in cleared funds for such Shares and such payment as accepted by the Company in its absolute discretion (which acceptance may be on the basis that I indemnify the Company against all cost, damages, losses, expenses and liabilities arising out of or in conjunction with the failure of my remittance to be honoured on the first presentation).

I understand that any application by me to subscribe for Shares shall be deemed to be an offer up to the value of my application and that such offer shall be deemed to take effect on despatch by post with this Application Form. I confirm that in subscribing for Shares, I am not relying on any information or representation in relation to the Company other than that contained in the Offer Document and agree that neither the Company nor any person responsible for the Offer Document or any part of it shall have any liability for any information or representation not so contained.

I hereby authorise the Company to send an online payment or cheque for any monies returnable to me by first class post at my risk to the address given overleaf or introducing agent.

I agree that my application is irrevocable and unconditional. I warrant that if I have signed this Application Form on behalf of any other person I have due authority to do so, and that such person will also be bound accordingly and be deemed to have given the confirmations, warranties and undertakings contained in this Application Form.

I warrant that I am not, nor am I applying on behalf of, a person who is under the age of 18.

I hereby warrant and declare that:

I am not connected with the Company and I will notify the Directors immediately in writing if I become so connected as defined in sections 161 to 171 of the Income Tax Act 2007; and I agree that this Application Form shall be construed in accordance with and governed by the laws of England and Wales.

I hereby declare that I have read a copy, understood and agreed to the terms and conditions contained in the Offer Document and this Application Form including the risk factors in the Offer Document and have taken all the appropriate professional advice which I consider necessary before submitting my application and that I am aware of the special risks involved in participating in an investment of this nature, and I understand that my application is made upon the terms of the Offer Document and this Application Form.

I acknowledge that in relation to the transactions described in the Offer Document, advisers of the Company mentioned therein are acting for the Company and not for me or on my account and that accordingly will not be responsible to me for providing protections afforded to their clients, for advising me on any transaction described therein, or for ensuring that any such transaction is suitable for me.

I agree that acceptance of an Application Form will have the meaning set out in the Offer Document unless the context requires otherwise. Save where the context otherwise requires, words and expressions defined in this document have the same meaning when used in the Application Form and any explanatory notes in relation thereto and the Offer Document referred to in these terms and conditions.

## **TERMS AND CONDITIONS**

I hereby acknowledge that the acceptance and basis of application of the Shares of the company is in the absolute discretion of the Directors and that they have reserved the right to reject in whole or in part or to scale down any application including without limitation multiple or suspected multiple applications or any application considered by the Directors to have been made by a nominee. If any application is not accepted, or is accepted for fewer Shares, then the application monies or the balance thereof (as the case may be) will be returned without interest by online payment or sending the applicant's cheque or banker's draft, or a crossed cheque in favour of the applicant in each case by post or by hand and at the risk of the person entitled thereto to the address of the applicant without interest.

In consideration of the Directors agreeing that they will consider and process applications for the Shares in accordance with the procedure referred to in the Offer Document and as a separate contract with the Company which will become binding on despatch by post of this application form: by the Company in its absolute discretion (which acceptance may be on the basis that I indemnify the Company against all cost, damages, losses, expenses and liabilities arising out of or in conjunction with the failure of my remittance to be honoured on the first presentation).

I understand that any application by me to subscribe for Shares shall be deemed to be an offer up to the value of my application and that such offer shall be deemed to take effect on despatch by post with this Application Form.



I confirm that in subscribing for Shares, I am not relying on any information or representation in relation to the Company other than that contained in the Offer Document and agree that neither the Company nor any person responsible for the Offer Document or any part of it shall have any liability for any information or representation not so contained.

I warrant that my bank transfer, cheque or banker's draft will be honoured on first presentation and agree that if such cheque or banker's draft is not so honoured I will not be entitled to be allotted with any Shares or to receive a share certificate for any Shares unless and until I make payment in cleared funds for such Shares and such payment as accepted I hereby authorise the Company to send a cheque for any monies returnable to me by first class post at my risk to the address given overleaf or introducing agent.

I agree that my application is irrevocable and unconditional. I warrant that if I have signed this Application Form on behalf of any other person I have due authority to do so, and that such person will also be bound accordingly and be deemed to have given the confirmations, warranties and undertakings contained in this Application Form.

## SHARE APPLICATION

This Is Madness Ltd ("the Company") is offering up to 185,000 new ordinary £0.01 shares at a subscription price of £1 per share ("Offer"). The applicant hereby irrevocably subscribes for and agrees to purchase from the SPV, subject to the terms and conditions contained within the Share Application Form and pursuant to the information contained in "Information Memorandum" dated 1st July 2020.

### SECTION 1 - SUBSCRIPTION DETAILS

<i>Number of Ordinary Shares Amount Applied for</i>	<i>Subscription Price Per Ordinary Share</i>	<i>Total Subscription</i>
	£1.00	

<i>Applicant/s:</i>	
<i>Address:</i>	
<i>Telephone:</i>	<i>Email:</i>
<i>Signature:</i>	<i>Date:</i>

