



## Agency Agreement

This agreement is made on \_\_\_\_\_ 2018 between BVP Investments Limited (“the Company”) having its registered office at Unit 23, Cubes 2, Beacon South Quarter, Sandyford, D18 K6Y6 and - \_\_\_\_\_ (“the Agent”) having its registered office at \_\_\_\_\_.

- (A) The Company has been authorised by the Central Bank of Ireland under the Investment Intermediaries Act 1995.
- (B) The Agent has authorisation from Central Bank of Ireland for the purposes of carrying on investment business.
- (C) The Company wishes to appoint the Agent to introduce investor funds into the 12<sup>th</sup> BVP EII Fund (“the Fund”), subject to the following terms and conditions:
  - 1. In consideration of the mutual agreements and undertakings set out below the Company appoints the Agent as, and the Agent agrees to act as, an Agent for the purpose of introducing investor funds to the Fund.
  - 2. The Company shall pay to the Agent a commission of 3% in respect of all investor funds which are introduced to the Fund by the Agent and accepted by the Company.
  - 3. The Agent undertakes that it shall not, and shall procure that no employee, servant or agent of it shall, give any information or make any representation in relation to the Fund, other than as contained in the Prospectus, without advising BVP in advance. BVP are required to maintain a register of invitees to invest in the Fund to comply with Prospectus Regulations. BVP expects to be advised by the Agent of potential interest of their clients which includes, but not limited to, a statement of the clients’ suitability. Thereafter, subject to satisfactory review, BVP will consent to the issuance of the Prospectus.
  - 4. The Agent shall promptly reimburse to the Company, and when requested in writing, any and all commission paid by the Company to the Agent in respect of investor funds which are rejected by the Company, or which are not paid by any third party introduced by the Agent.
  - 5. The Agent is not authorised to, and the Agent warrants to and undertakes with the Company that it shall not, hold investor monies raised in its own bank account.

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6. The Agent shall perform all money laundering procedures on all investor funds introduced to the Fund by the Agent and ensure that Anti-Money Laundering requirements are satisfied.
7. The Agent shall perform its obligations and duties under this Agreement in compliance with the written instructions it may receive from time to time from the Company and with the provisions of all and any applicable laws, rules and regulations.
8. The Agent shall deliver or procure the delivery to BVP Investments Limited at Unit 23, Cubes 2, Beacon South Quarter, Sandyford, D18 K6Y6 (for the attention of Elliott Griffin) a list of the names and addresses of the investors whom you have procured to subscribe monies into the Fund.
9. This Agreement terminates on such date as the Company may determine.
10. This Agreement shall not be amended nor modified, nor any provisions hereof waived, except by the written consent of both parties hereto.
11. This Agreement shall not constitute a partnership or joint venture, and neither party may be bound by the other to any contract, arrangement or understanding.
12. In the event of a dispute arising between the parties regarding the terms of this Agreement, an Arbitrator (to be agreed between the parties) and in the absence of Agreement within 14 days of the dispute arising, nominated by the Chairman of the Institute of Chartered Accountants in Ireland. Both parties will provide the Arbitrator with whatever information is required in connection with the Arbitration.
13. This Agreement shall be governed by the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

SIGNED : \_\_\_\_\_  
On behalf of BVP Investments Limited

SIGNED : \_\_\_\_\_  
On behalf of (Company)\_\_\_\_\_

DATE : \_\_\_\_\_ 2018