

BCP ASSET MANAGEMENT DAC

INVESTMENT PRODUCT INTERMEDIARY TERMS AND CONDITIONS OF APPOINTMENT



1 THE SERVICES

1.1 The services to be provided by you, as an investment product intermediary, to BCP Asset Management DAC ("BCP") will comprise the marketing and distribution of certain investment instruments produced by BCP (the "Investment Products"), as shall be agreed between you and BCP.

2 REMUNERATION

2.1 Remuneration in respect of services provided by you will be calculated in accordance with such arrangements as set out in BCP's documentation relating to the Investment Products (the "Product Documentation"), or as otherwise specifically agreed between you and BCP from time to time.

3 PERFORMANCE OF FUNCTIONS

3.1 You shall:

- 3.1.1 not have any power or authority to incur any liability on behalf of BCP or give or make any warranty or representation on behalf of BCP;
- 3.1.2 keep confidential all matters relating to, or concerning BCP which are not in the public domain and shall not make any disclosure thereof or in relation thereto without the prior written consent of BCP;
- 3.1.3 not make any representations about any Investment Products of BCP, other than those specifically authorised by BCP;
- 3.1.4 not have (and will not hold yourself out as having) authority to receive cash or payment in any form on behalf of BCP in any circumstances whatsoever;
- 3.1.5 not act outside the scope of your authorisation from the Central Bank of Ireland;
- 3.1.6 only give advice on those products that you are authorised to do so by the Central Bank of Ireland;
- 3.1.7 inform BCP immediately if a change takes place with respect to your authorised status;
- 3.1.8 observe all statutory and regulatory requirements and codes of conduct applicable to the services to be provided by you; and
- 3.1.9 not act in any manner whatsoever which may result in any damage to the reputation of BCP.

4 PAYMENTS IN RESPECT OF INVESTMENT PRODUCTS

4.1 All payments in respect of the Investment Products are to be made in the form of a cheque or bank draft (from clients or customers of yours) made payable to the financial institution as stipulated in BCP's Investment Product documentation.

5 ANTI MONEY LAUNDERING

5.1 You undertake to provide all necessary anti-money laundering checks in accordance with The Criminal Justice (Money Laundering & Terrorist Financing) Act 2010 (the "Act") (as the same may be amended from time to time or replaced) and to ensure that all necessary rules and regulations in relation to anti-money laundering have been complied with in relation to any clients or customers introduced by you to BCP.

5.2 BCP may require information about clients or customers introduced by you in order to comply with BCP's duties and obligations under the Act and for any other regulatory or general commercial purpose and it is a term of your appointment that you will supply all information and assistance that BCP may reasonably require in this regard.

6 THE INTRODUCTION PROCESS

6.1 BCP shall have the right to reject any client or potential client introduced by you.

7 TERM

7.1 Unless and until terminated as hereinafter provided, your appointment as an investment product intermediary to BCP shall remain in full force and effect.

7.2 Your appointment may be terminated by either of us by giving not less than one month's notice in writing to the other party. Your appointment may be terminated immediately by BCP by notice in writing to you in the event of your insolvency, the appointment of an examiner over you or the commencement of any analogous process, any significant change taking place otherwise than with prior written consent of your shareholders or board of directors, or if any material breach of these terms and conditions occur, or if your authorisation is revoked by the Central Bank of Ireland without prejudice to any other right or remedy of BCP.

7.3 Upon termination of this agreement all fees in respect of introductions of clients made by you to BCP, up to the date of such termination, shall be payable to you.

7.4 Upon termination of this agreement for any reason:

- 7.4.1 neither party will have a claim against the other party for compensation for loss of agency rights, loss of intermediary rights, loss of goodwill or other similar loss;
- 7.4.2 you shall return to BCP all Personal Data in respect of which you only act as a Data Processor on behalf of BCP.

8 DATA PROTECTION

8.1 Each party agrees to comply with the provisions of the EU General Data Protection Regulation (Regulation 2016/679) (GDPR)

8.2 BCP is a Data Controller under the GDPR in respect of Personal Data relating to any living individual delivered by BCP to you and by you to BCP in the context of this agreement, including (but not limited to) clients or potential clients of Investment Products (the "Personal Data") and you are a Data Processor and a Data Controller under the GDPR in respect of the Personal Data.

8.3 To the extent that you act as a Data Processor on behalf of BCP you shall process such Personal Data in compliance with the provisions of the GDPR and, in particular:

- 8.3.1 Process the Personal Data strictly in compliance with the GDPR, this agreement and in accordance with instructions from BCP;
- 8.3.2 Ensure that your employees are made aware of and comply with their obligations under the GDPR and this agreement;
- 8.3.3 Shall implement such technical and organisational security measures as are required to comply with the data security obligations under the GDPR;
- 8.3.4 Shall not engage any sub-processor without the prior written consent of the Controller and where the Controller has consented to the appointment of a sub processor, the Processor must not replace or engage other sub-processors without the prior written consent of the Controller;
- 8.3.5 Where any sub-contractor will be processing such Personal Data on behalf of the Controller, the Processor shall ensure that a written contract exists between the processor and the sub-contractor containing clauses equivalent to those imposed on the Processor in this clause 8. In the event that any sub-processor fails to meet its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations;
- 8.3.6 Shall inform the Controller immediately in the event of receiving a request from a data subject to exercise their rights under the GDPR and shall provide such co-operation and assistance as may be required to enable the Controller to deal with such requests in accordance with the provisions of the GDPR;
- 8.3.7 Shall assist the Controller by implementing appropriate technical and organisational measures to allow the controller to comply with requests from the data subjects to exercise their rights under the GDPR;
- 8.3.8 Shall assist the Controller in ensuring compliance with its obligations in respect of security of Personal Data under the GDPR;
- 8.3.9 Shall at the discretion of the Controller, delete or return all such Personal Data to the Controller when the processor ceases to provide services relating to data processing, delete existing copies unless Union or Member State law requires storage of the personal data
- 8.3.10 Shall: (i) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this clause 8; and (ii) allow for and assist with audits, including inspections, conducted by the controller or another auditor mandated by the Controller, in order to ensure compliance with the obligations laid down in clause 8, including its data security obligations under GDPR, provided, however, that the Controller shall be entitled, at its discretion, to accept adherence by the Processor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Processor that it is compliant with the provisions of this clause 8;
- 8.3.11 Shall inform the controller immediately if, in its opinion, it receives an instruction from the Controller which infringes GDPR;
- 8.3.12 Shall notify the Controller without undue delay (and in any event within 24 hours) after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed and provide the Controller with such co-operation



and assistance as may be required to mitigate against the effects of, and comply with and reporting obligations which may apply in respect of, an such breach; and

8.3.13 No such Personal Data shall be transferred outside of the European Economic Area by the Processor or any of its agents or sub-processors without prior written consent of the Controller which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Processor shall comply with the requirements of the GDPR in respect of transfers of such Personal Data outside of the European Economic Area, to the extent that the Controller consents to any such transfer.

8.4 You undertake to indemnify, defend and hold harmless BCP and its subsidiaries, affiliated companies, employees, officers, contractors, agents, representatives and permitted successors and assigns from and against any and all losses, damages, liabilities, costs (including all legal fees) and expenses incurred by or awarded against any of them as a result of or in connection with any claim or action arising from a breach of this clause 8 by you.

9 INTELLECTUAL PROPERTY, ADVERTISING AND TECHNOLOGY

9.1 All intellectual property rights ("IPRs") in any materials designed, prepared, distributed or supplied for the purpose of performing this agreement are the property of BCP. In the case of any trade marks owned by BCP and used by you for the purposes of performing this agreement, BCP hereby grants you a non-exclusive, non-transferable right to use such trade marks strictly for the purposes of carrying out the terms of this agreement. You agree to use such IPRs, including such trade marks, in accordance with BCP's instructions and you must obtain BCP's prior approval of all materials to be used in connection with this agreement which contain any such IPRs.

9.2 For the avoidance of doubt, the website of each party will remain in the ownership of that party and, on termination of this agreement, each party will remove all links to the other party's website and will remove all links and references established pursuant to this agreement to the other party from its website.

9.3 You will ensure that all business forms and letter headings issued by you comply with applicable laws and clearly demonstrate the relationship between BCP and you will indicate that in all dealings with clients or prospective clients of BCP you are acting as an authorised intermediary and are regulated by the Central Bank.

9.4 From time to time BCP may grant you an express licence to access certain software, databases and/or hardware (the "BCP System") either directly or through a named third party. BCP may impose additional terms and conditions on you when granting such a licence, and may withdraw such licence at any time by giving you notice. You agree to only use the BCP System to the extent necessary to perform this agreement and in accordance with the terms of this agreement but not further or otherwise. You will take appropriate security, technical and organisational measures when using the BCP System and such measures will include (but will not be limited to) the use of software which:

9.4.1 requires all users to enter a user identification and password prior to each and every session gaining access to the **BCP System**;

9.4.2 requires all users to log off the BCP System or that of any third party named in a licence granted by BCP;

9.4.3 controls and tracks the addition and deletion of users; and

9.4.4 controls and tracks user access to areas and features of the BCP System.

9.5 Except as expressly permitted by this agreement or a licence granted pursuant to Clause 9.4 you undertake not to attempt to obtain access to or interfere with any programs or data of BCP, including (but not limited to) the BCP System, or of any client of BCP and you shall indemnify BCP against any loss, damage or liability which BCP may sustain or incur as a consequence of your failing to comply with this undertaking.

10 INDEMNITY

10.1 You shall indemnify and keep indemnified and hold harmless BCP in respect of any loss or damage to BCP, howsoever caused, arising out of your breach of these terms and conditions, negligence, breach of duty, including statutory duty, default or fraud. The indemnities set out in clauses 8.4 and 10.1 shall be limited to a combined total aggregate of one million euro (€1,000,000.00).

11 NO PARTNERSHIP OR JOINT VENTURE

11.1 Nothing in these terms and conditions shall constitute a partnership or joint venture between you and BCP.

12 ENTIRE AGREEMENT

12.1 These terms and conditions together with the intermediary application form and the intermediary remuneration provisions set out in the relevant Product Documentation constitute the entire agreement and understanding between us and supersedes any previous terms and conditions, agreements, arrangements and communications, whether oral or written between you and BCP.

12.2 The failure by either you or BCP to enforce, at any time or for any period of time, any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision contained herein.

13 ASSIGNMENT AND SUBCONTRACTING

13.1 You are not entitled to assign, subcontract, delegate, outsource or otherwise transfer your obligations under this agreement, or your appointment as an investment product intermediary to BCP to any other person without BCP's prior written express consent. Where BCP grants you such consent it may be subject to conditions and you acknowledge and agree that you shall remain liable to BCP for all acts and omissions of any such person.

14 WAIVER

14.1 Any waiver by you or BCP of any breach of any provision of these terms and conditions does not constitute a waiver of any subsequent breach or effect in any way the effectiveness of these terms and conditions.

15 NOTICES

15.1 Any notice or other communication given under these terms and conditions by one party to the other shall be in writing and shall be sufficiently given if personally delivered or if sent:

15.1.1 by registered post to the address of the party to be served, as specified in clause 15.3 below or such other address as may be notified by such party to the other at any time afterwards; or

15.1.2 by facsimile to a correct facsimile number of the party to be served

15.1.3 by electronic communication to a correct email address of the party to be served

15.2 Every notice or communication given in accordance with this clause 15 shall be deemed to have been received as follows:

Means of dispatch	Deemed received
Personal delivery	On delivery
Registered Post	3 days after posting
Facsimile	On confirmed receipt by the party receiving it
Email	On confirmed receipt by the party receiving it

15.3 The address of each party for the purposes of this clause 15 is:

BCP Asset Management DAC

71 Leeson Street,

Dublin 4,

Ireland

Fax No. + 353 1 668 4246

Your address and facsimile shall be the address and facsimile number as detailed on your intermediary application form, unless otherwise notified to BCP.

16 AMENDMENTS

16.1 BCP may amend these terms and conditions on notice to you. Any amended terms and conditions shall automatically apply to you (unless otherwise agreed in writing between you and BCP) upon receipt by you of such amended terms and conditions.

17 GOVERNING LAW

17.1 These terms and conditions are governed by and interpreted in accordance with Irish law and each of the parties hereby submits to the exclusive jurisdiction of the Irish courts.

May 2018

BCP Asset Management DAC

71 Upper Leeson Street, Dublin 4, Ireland | T: (01) 668 4688 | F: (01) 668 4246 | E: invest@bcp.ie | W: www.bcp.ie

BCP Asset Management DAC, trading as BCP, is regulated by the Central Bank of Ireland. Registered in Ireland number 92930. Registered office 71 Upper Leeson Street, Dublin 4, Ireland. VAT number IE4693404F.