



BLACKBEE

Intermediary
Agency Agreement



About BlackBee

BlackBee Investments design and deliver the building blocks that empower clients to create great portfolios and build better financial futures. Investing smartly in our people and systems we pioneer new ideas and structures. From equity to income to credit we endeavor to provide the solutions that deliver optimal investment performance.

Instructions for completion

1. Please complete Sections 1-4;
2. Please read carefully the Terms & Conditions and then sign where indicated on page 4;
3. Please return to the address below, along with a copy of your Statement of Authorised Status;

The Compliance Officer
BlackBee Investments
Ground Floor,
City Quarter,
Lapps Quay,
Cork

Once received & processed by BlackBee, we will send you a copy for your records.

If you require any assistance with completing this document or have any questions please contact us on 021 206 1710 or email invest@blackbee.ie

The information provided on this agreement will be treated in confidence and will be used by BlackBee Investments in assessing and approving your firm to distribute our products.

Section 1: Firm Details

Firm Name:	
Trading Name (if different):	
Principal Business Address:	
Registered Address (if different):	
Main Office Phone Number:	

Section 2: Bank Details for Commission Payments

Bank Name:		Account Name:	
BIC Code:		IBAN Number:	

Section 3: Contact Details

Principal Contact:	Name:	
	Email:	
Administration Contact:	Name:	
	Email:	
Finance Contact:	Name:	
	Email:	
Compliance Contact:	Name:	
	Email:	

Section 4: Firm Authorisation

Authorised Status:	
Firms CBI Reference Number:	
Date Appointed:	

List of all Directors/Principals/Managers/Partners

	Name	Qualifications
1		
2		
3		
4		
5		
6		

	Have you or any of your Directors, Principals, Managers or Partners ever:	Yes/No
1	Had an agency refused or canceled?	
2	Been convicted of any offence whether in connection with investment business or not?	
3	Had your authorisation under the Investment Intermediaries Act 1995 (as amended) revoked?	

If you have answered “yes” to any of the above, please provide details in the box below:

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Declaration:

I/We confirm that the information contained in this Agreement is true and correct;
I/We have read, understood and agree to be bound by the terms and conditions of this Agreement;
I/We accept responsibility for i) recommending investment products which are suitable for my clients and
ii) disclosing to my clients the risks associated with the investment products on which I/we advise.

1st Signature: X _____ Date: ____/____/____

Position Held: _____

2nd Signature: X _____ Date: ____/____/____

Position Held: _____

Signature on behalf of BlackBee Investments

Signature: X _____ Date: ____/____/____

Position Held: _____

1. Definitions

- 1.1. "Agreement" means these Terms of Business.
- 1.2. "BlackBee Investments Limited" (hereinafter referred to as BlackBee) a firm authorised regulated by the Central Bank of Ireland under Regulation 11(1)(a) of the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended). BlackBee's reference number is C131780.
- 1.3. "The Distributor" means the person, firm or company duly authorised and regulated by the Central Bank of Ireland and whose details are set out in this agreement.
- 1.4. "Investors" means those persons or entities to whom the Distributor distributes or intends to distribute investment products in accordance with the terms of this Agreement.
- 1.5. "Investment Products" means any investment products whatsoever and includes various notes, bonds, certificates and any other products which are structured by BlackBee as set out in an Information Memorandum or Base Prospectus.

2. Appointment

- 2.1. BlackBee appoints the Distributor as non-exclusive distributor for Investment Products as may be agreed from time to time in accordance with the terms outlined hereunder.

3. General and Regulatory

- 3.1. None of the parties hereto shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other party or any directors of such other party.
- 3.2. Both parties shall maintain and comply with all necessary consents, authorisations, licenses and approvals (including all corporate or equivalent consents) that are from time to time required for it lawfully to perform its functions under this Agreement; and
- 3.3. Both parties shall undertake to notify and advise the other party immediately of any termination, suspension or material change in status of any such consents, authorizations, licenses and approvals and also notify the other in the event of the following:
 - a) If there are any material changes to the legal constitution of the business;
 - b) If any directors or partners in the business, have been charged with or convicted of any offence involving fraud or dishonesty;
 - c) If any directors or partners in the business, enter into a voluntary arrangement with creditors or where bankruptcy or liquidation proceedings are brought against them or a receiver is appointed;
 - d) If the firm is in material breach of the law, any applicable regulations, or codes or requirements issued by the Central Bank of Ireland;
 - e) Or any other changes to the firm which may affect the ability to perform respective duties under this agreement.

4. Representations by both BlackBee and the Distributor

- 4.1. BlackBee and the Distributor represent and warrant as of date this Agreement is signed, which representations and warranties shall be continuing, that:
 - a) BlackBee and the Distributor both confirm that they will comply with the provisions of the Criminal Justice (Money

Laundering and Terrorist Financing) Act 2010 (as the same may be amended from time to time or replaced) and will undertake all anti-money laundering procedures in line with the requirements laid out under the relevant sectoral Money Laundering Guidance Notes issued by the Central Bank of Ireland.

b) BlackBee confirms that it shall perform its duties with due care and skill, and use reasonable endeavours to act in the best interests of clients.

c) The Distributor confirms that it shall perform its duties with due care and skill.

d) Both BlackBee and the Distributor have all authorisations and licenses (or equivalent) necessary to carry out its business as now, and then, conducted, to enter into this Agreement and to perform its obligations hereunder.

5. Duties of BlackBee

5.1. To use reasonable endeavours to conduct appropriate due diligence on the products and services it arranges or produces for distribution to its clients and its intermediary introducers.

5.2. To provide the Distributor with the documentation required by the Distributor to complete the necessary administration of the Investment Products. This shall include where possible; individual investment applications, corporate investment and pension / investment application forms.

5.3. To co-ordinate the application procedure.

6. Duties of the Distributor

6.1. To satisfy itself in accordance with the Consumer Protection Code as to the suitability and appropriateness of the investment/pension products and circumstances of its clients to the products introduced. The Distributor is exclusively responsible for the advice it gives its clients and BlackBee cannot be held responsible for this advice in any way.

6.2. To provide the Consumer Protection Code a written statement setting out the reasons why the product is suitable and appropriate for the client.

6.3. To provide completed relevant documentation to BlackBee. This shall include but will not be limited to; relevant application forms, investor identification as required by BlackBee, proof of address, and such other documentation as is required by BlackBee from time to time in order to comply with anti-money laundering regulations.

6.4. You are responsible for providing your client with all product documentation which BlackBee may send to you from time to time during the course of the investment. BlackBee reserves the right to send communications directly to the client, provided it is in respect of existing investment products.

6.5. You confirm that investments will be made on behalf of the client whose details are shown on the application form.

6.6. To provide the Client with a copy of the Client Asset Key Information Document.

7. Receipt of Monies

7.1. All payments received by the Distributor from its clients should be forwarded to BlackBee on the date of receipt by

the Distributor or no later than the close of business the following day.

7.2. BlackBee upon receipt of cheques from clients of the Distributor shall issue a receipt for any investment amount received or collected by it. This receipt will include:

- a) Name and address of the person furnishing the instrument or payment;
- b) Value of the instrument or payment;
- c) Date of its receipt;
- d) Name of person to whom the instrument is payable, and;
- e) Purpose of the payment.

7.3. All cheques should be made payable to the appropriate institution as set out in the terms and conditions of the investment.

8. Commissions and Fees

8.1. BlackBee will pay to appointed Distributors who distribute Investment Products a distribution fee which is set out in the terms and conditions of the Investment Products. This distribution fee shall vary in each case.

8.2. Any such fees shall be paid to the Distributor upon completion of the transaction, once all appropriate documentation has been duly received and when any third party remuneration has been received by BlackBee.

8.3. Any commission payable to you must be disclosed to the client in accordance with the Consumer Protection Code. BlackBee reserves the right to disclose to the client that you will receive commission in respect of an Investment and the amount of such commission.

9. Discretionary Powers

9.1. Neither party to this Agreement shall have the authority or power to bind the other in contract, to sign documents or to incur any expenditure on the other's behalf unless expressly authorised by the counterparty in writing to do so.

9.2. The Distributor has no right to assign or delegate this Agreement or their responsibilities under the Agreement to any other party.

9.3. The Distributor reserves the right in its absolute discretion to decline for any reason to accept BlackBee introduced pension/investment products or ideas and shall at all times retain exclusive authority in relation to its clients.

9.4. BlackBee reserves the right in its absolute discretion to introduce pension/investment products/ideas to the Distributor and to retain exclusive authority over its offered/introduced pension and investment services. Such pension/investment products are proprietary to BlackBee and/or its Product Producers.

9.5. BlackBee reserves the right to refuse to accept any business introduced by the Distributor.

10. Undertakings and Covenants of BlackBee

10.1. That it shall not without the consent of the Distributor, print or publish or arrange for the printing or publishing of any advertisement, circular in the public media (and otherwise than routine correspondence) referring to any service provided by or otherwise referring or imparting a reference to the Distributor, or the Distributor's clients.

10.2. To notify the Distributor, in so far as it is aware, of any material change, save for taxation changes, in relation to any product or service introduced to the Distributor and its clients by BlackBee.

11. Undertakings and Covenants of the Distributor

11.1. That the Distributor shall not without the consent of BlackBee, print, publish, reproduce or arrange for the printing, publishing or reproduction of any advertisement, circular or other communication relating to any service, investment instrument or opportunity or introduce to its clients any such information referring to any service, investment instrument or opportunity introduced by BlackBee or otherwise referring or imparting a reference to BlackBee or any other related third party.

11.2. That the Distributor shall not knowingly replicate or seek to replicate any investment product, structure or service or otherwise offer to clients any products or services either originated, structured or otherwise introduced by BlackBee.

11.3. That the Distributor maintains adequate professional indemnity insurance cover.

12. Responsibility of BlackBee and the Distributor

12.1. The Distributor hereby indemnifies BlackBee from and against all liabilities, obligations, losses, damages, costs, and reasonable expenses incurred by BlackBee resulting from negligence, bad faith, breach of agreement, fraud or willful default on the part of the Distributor, its servants, sub-contractors or agents.

12.2. BlackBee hereby indemnifies the Distributor from and against all liabilities, obligations, losses, damages, costs, and reasonable expenses incurred by the Distributor resulting from negligence, bad faith, breach of agreement, fraud or willful default on the part of BlackBee, its servants, sub-contractors or agents.

13. Confidentiality

13.1. All information relating to transactions subject to and or subsequent to this Agreement is to be kept confidential by both parties, their employees and professional advisers, and save as provided by law or by any court of competent jurisdiction, shall not be disclosed to any person without the consent of the other party.

13.2. All records, documents or information received by either party, should be held, processed and administered in the strictest confidence, by either party to this agreement, their employees and professional advisers.

13.3. All records, documents or information received by either party should be held, processed and administered in compliance to the Data Protection Act 1988 and 2003 (as amended).

13.4. The information held may be used or disclosed by BlackBee to other members employed by BlackBee.

14. Recording of Telephone Calls

14.1. BlackBee may record telephone calls for the sole purpose of recording evidence of instructions given by the Distributor and will be held in accordance with Data Protection regulations. These records will be the sole property of BlackBee.

15. Disputes

15.1. In the event of a dispute between the parties, both sides are to immediately meet and seek to find and agree an equitable resolution. Failing this outcome, an independent and mutually acceptable professional authority is to be consulted and both parties agree that its findings are binding on both parties. This approach does not suppress

or prejudice any other rights of either party.

16. Duration and Termination

16.1. This Agreement shall remain in place until terminated by either party, by giving 1 month's notice in writing hereunder. This Agreement shall terminate without prejudice to and shall not affect existing liabilities, accrued rights, duties and obligations of the parties or any contractual provision intended to survive termination.

16.2. Any fees or commissions either due to or from either to the other party, up to the date of termination shall be settled before this Agreement ceases.

17. Termination Provisions:

17.1. This Agreement may terminate automatically where either party:

- a) Is convicted of a significant and relevant offence under the Investment Intermediaries Act 1995, or such other relevant Act, Regulation, code or requirement;
- b) Becomes aware of such offence (each holds a duty to the other to inform of such an issue);
- c) Has its business license revoked under its relevant supervisory / regulatory body;
- d) Becomes aware that its auditors make an unfavourable or qualified report to a supervisory body;
- e) Breaches any of the agreements or covenants herein;
- f) Becomes insolvent, is unable to pay its debts or is adjudged bankrupt or enters into liquidation or has had a receiver appointed over all or part of its assets, or has an examiner, administrator or similar official appointed, or if any event having an equivalent effect occurs; or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- g) Ceases to carry on its business or changes substantially the nature of its business so as to impact negatively on the operation of this agreement.
- h) If either party shall commit any material breach of its obligations under this Agreement and, if such breach shall be capable of remedy, shall fail within 1 month of receipt of notice served by either party requiring it to make good such breach.

18. Termination - Delivery of Documents

18.1. Upon the termination of this Agreement (unless required otherwise for legal and regulatory and internal compliance reasons) the Distributor shall forthwith deliver to BlackBee or as it shall direct all documents in the possession of the Distributor in its capacity as Distributor or in relation to the functions assigned to it hereunder and if for the reasons stated such documents cannot be delivered then true copies of same, at the expense of the Distributor shall be provided.

18.2. In relation to cheques, where applicable, both parties shall deliver to the order of the other any cheques or fees owing to or collected for and on behalf of the other party.

19. Termination - Notice

19.1. Any notice given hereunder shall be given by sending the same by prepaid post, facsimile or electronic mail confirmed in each case by a copy sent forthwith by prepaid post or by delivering the same by hand; such notice shall be addressed, dispatched or delivered (as the case may be) to the principal place of business for the time being of the

party to whom it is addressed.

19.2. Any notice sent by post as provided in this clause shall be deemed to have been given 48 hours after dispatch and any notice sent by facsimile or electronic mail as provided in this clause shall be deemed to have been given upon receipt. Failure to receive any confirmation of any notice duly given by telegram, facsimile or electronic mail shall not invalidate such notice. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting.

20. Continuity of Agreement

20.1. If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect. The Agreement shall be later amended to redress the offending provision.

21. Governing Law

21.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.

21.2. The parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Ireland.

22. Assignment

22.1. Neither the benefit nor the burden of this Agreement shall be assigned by any of the parties hereto save with the consent of the other party.

23. Agreement Status

23.1. This Agreement (as varied and supplemented from time to time) together with the product documentation constitutes the entire Agreement between the parties and replaces any previous agreements between them, which are hereby terminated.

24. Miscellaneous

24.1. The provisions of this Agreement may be amended only if the parties so agree in writing.

24.2. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

24.3. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership or joint venture between the parties hereto.