

Marlborough ICAV

Terms of Business

Application Form
& Agreement



Marlborough

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APPLICATION TO SUBMIT BUSINESS

A. General

Business name

Structure of business e.g. sole trader, part of a network (please provide details) etc.

Type of operation

Registered address

Postcode

Correspondence address: (if different)

Postcode

Telephone number

Email address

Company registration number

Other memberships

Are you required to carry PI insurance? YES ☐ NO ☐

If 'YES' please provide details (e.g. amount)

If 'NO' what alternative provisions does your business have in place? (e.g. Capital balances, please provide evidence)

B. Regulatory Status

Name of regulator

Jurisdiction in which you are regulated

Regulatory registration number

In which jurisdiction(s) do you intend to transact business?

Please confirm you meet the legal and regulatory requirements of transacting business in these jurisdictions.

C. Principals (if more than 2 Principals, please provide separately)

Full name (1)

Residential address

Postcode

Telephone number

Email address

Qualifying and industry experience

Including most recent brokerage

Full name (2)

Residential address

Postcode

Telephone number

Email address

Qualifying and industry experience

Including most recent brokerage

D. Financial Status

Have there been any insolvency proceedings, court orders or judgments involving you, your firm or its directors/principals?

YES ☐ NO ☐

If 'YES' please provide details

Has any company declined to grant or cancelled terms business held by any of the principals of your business?

YES ☐ NO ☐

If 'YES' please provide details

Do you have to file accounts with your Local Regulator (as defined in the Agreement)?

YES ☐ NO ☐

If 'YES' please provide details

E. Commission Payments

Name of bank	Years with bank
Branch address	
Postcode	

Currencies Complete one or more of the currency payment options below:

GBP

Account name	
Account number	Sort Code/SWIFT
IBAN	BIC

EUR

Account name	
Account number	Sort Code/SWIFT
IBAN	BIC

USD

Account name	
Account number	Sort Code/SWIFT
IBAN	BIC

Supplementary information

Should you wish all commissions to be paid in to one currency please check this box ☐

Please delete as appropriate: **GBP / EUR / USD**

By opting to receive commissions in a bank account with a different base / denominated currency than that of the commission currency, you will receive the equivalent value at your account providers valuation date.

F. Product Providers

Please provide details of the life companies/platforms/pension companies etc. where you have current terms of business in place (if more than 3 relationships, please provide details separately)

Company (1)	Reference number
-------------	------------------

Type of business e.g. SIPP, QROPS, QNUPS etc.

Company (2)	Reference number
-------------	------------------

Type of business e.g. SIPP, QROPS, QNUPS etc.

Company (3)	Reference number
-------------	------------------

Type of business e.g. SIPP, QROPS, QNUPS etc.

G. Required Documents

Please provide the following documents (to be returned with the completed Terms of Business):

- Certified copy of certificate of incorporation
- Certified copy of each directors' passport
Current passport clearly showing the biographical data page
- Register of directors
- Certified copy of each directors' proof of address
E.g. Driving license, utility bill, bank statement, dated within the last three months

Please contact brokersupport@marlboroughgroup.com for a full list of acceptable documents and acceptable persons to certify legal documents.

AGREEMENT

This Agreement is dated:

D

D

M

M

Y

Y

Y

Y

Between:

(1) Marlborough ICAV, an Irish Collective Asset-management Vehicle registered under the laws of Ireland, having its registered office at 88 Harcourt Street, Dublin 2, Ireland. (“Marlborough ICAV”); and

(2) The “introducer” as detailed in Section 1 of the Application to submit business each a “party” and together the “parties”.

Introduction

- A. Marlborough ICAV is authorised and regulated by the Central Bank of Ireland as a UCITS pursuant to the UCITS Regulations.
- B. Marlborough ICAV and the Introducer wish to enter this Agreement pursuant to which Marlborough ICAV will facilitate Subscriptions and the Commissions to be paid to the Introducer by Marlborough ICAV in respect of each Subscription.

The parties hereby agree as follows:

1. Interpretation

1.1. The following words and phrases when used in this Agreement shall have the following meanings:

Agreed Rate	The percentage rate at which Commissions will be calculated as outlined in Schedule 2.
Applicable Law	All laws and regulations applicable to the distribution, sale, marketing, recommendation, promotion, placement, offering and/or introduction of a collective investment undertaking such as a Fund and/or a Sub-Fund in a particular jurisdiction and/or any other analogous activity in the jurisdiction or jurisdictions in which the Introducer is established or operates.
Authorised Intermediary	A person or entity holding all consents, licenses, authorisations and approvals required pursuant to Applicable Law to carry on the business of the distribution, sale, marketing, recommendation, promotion, placement, offering and/or introduction of a collective investment undertaking such as a Fund and/or a Sub-Fund in a particular jurisdiction and/or any other analogous activity.
CBI	The Central Bank of Ireland or any successor thereto.
Commissions	Initial Commission and Ongoing Commission.
Data Protection Laws	The (i) the General Data Protection Regulations (EU) 2016/679 (the “GDPR”) and Data Protection Acts 1988 to 2018 in Ireland (together the “DPA”), (ii) to the extent applicable the data protection and information privacy laws of another jurisdiction and (iii) any subsequent re-enactment, replacement or amendment of such laws or the DPA, and any law implementing GDPR to the extent applicable and any guidance issued by the Irish Data Protection Commissioner.
Deal Sheet	A form provided by or on behalf of Marlborough ICAV to the Introducer in respect of a Subscription, which will include the details in respect of each Subscription as may be required by Marlborough ICAV and/or the Fund Administrator and the Commissions payable by Marlborough ICAV to the Introducer in respect of such Subscription.
Fund Administrator	Entity appointed to provide administration services to the Fund and/or Sub-Funds.
Fund	Marlborough ICAV as outlined in Schedule 1.

ICAV	An Irish Collective Asset-management Vehicle.
Marlborough ICAV	Marlborough ICAV established as an open-ended ICAV which is constituted as an umbrella fund with segregated liability between sub-funds and with variable capital registered under the laws of Ireland, under registration number C186352, having its registered office at, 88 Harcourt Street, Dublin 2, Ireland and authorised and regulated by the Central Bank of Ireland.
Initial Commission	The initial commission paid to the Introducer by Marlborough ICAV in respect of each Subscription.
Introducer	The introducer as detailed in Section 1 of the Application to submit business
Introduced Investor	A prospective investor in a Fund and/or Sub-Fund introduced to Marlborough ICAV by the Introducer.
Local Regulator	Any regulatory or supervisory authority or analogous body in the jurisdiction or jurisdictions in which the Introducer is established or operates.
Nominee Account Statement	A statement in a form provided by or on behalf of Marlborough ICAV to the Introducer, which will include such details as may be required by Marlborough ICAV and/or the Fund Administrator in respect of any investments maintained in a Fund or Sub-Fund by Introduced Investors through a nominee account (or other analogous arrangement pursuant to which such investments are not registered in the name of an Introduced Investor) of which the Introducer is or should be aware.
Offering Document	Any offering memorandum, private placement memorandum or prospectus or analogous document issued in respect of a Fund and/or Sub-Fund including any appendices or supplements thereto.
Ongoing Commission	The ongoing commissions paid to the Introducer by Marlborough ICAV in respect of each Subscription.
Private Placement	The distribution, sale, marketing, recommendation, promotion, placement, offering and/or introduction of a collective investment undertaking such as a Fund and/or a Sub-Fund in a particular jurisdiction and/or any other analogous activity without any notification to, or authorisation, approval or consent of any Local Regulator.
Subscription	A subscription for shares, units or interests of a Fund or Sub-Fund by an Introduced Investor.
Sub-Fund	A sub-fund of a Fund as outlined in Schedule 1.
UCITS Regulations	The European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011), as amended and as may be further amended, supplemented or substituted from time to time.

2. Appointment

- 2.1 This Agreement sets out the terms applicable to each Subscription as between Marlborough ICAV and the Introducer and will be effective from the date upon which the Agreement has been executed. For the avoidance of doubt, if a Subscription is processed prior to the execution of this Agreement but following the date upon which this Agreement has been provided by Marlborough ICAV to the Introducer, the parties acknowledge and agree that the terms of this Agreement shall apply to any such Subscription and each party undertakes to the other party to perform its obligations set out herein in respect of, and with effect from the date of, any such Subscription.
- 2.2 Marlborough ICAV reserves the right to refuse any proposed Subscription in its absolute discretion.

3. Commissions

- 3.1 Initial Commissions shall be calculated by Marlborough ICAV as a percentage of the amount invested in a Fund and/or Sub-Fund by an Introduced Investor by reference to the Agreed Rate.
- 3.2 Ongoing Commissions shall be calculated on a daily basis by Marlborough ICAV as a percentage of the aggregate value of investments maintained in a Fund and/or Sub-Fund by each Introduced Investor by reference to the Agreed Rate.
- 3.3 Each payment of a Commission by Marlborough ICAV to the Introducer is subject to:
- 3.3.1 the completion by the Introducer and the provision by the Introducer to Marlborough ICAV and the receipt by Marlborough ICAV of a Deal Sheet prior to the relevant Subscription;
 - 3.3.2 confirmation of the Subscription being received by Marlborough ICAV from the Fund Administrator;
 - 3.3.3 the preparation by the Introducer and the provision by the Introducer and the receipt by Marlborough ICAV of a Nominee Account Statement;
 - 3.3.4 the verification by Marlborough ICAV and the Fund Administrator of the information provided in the Deal Sheet and the Nominee Account Statement and the confirmation from Marlborough ICAV to the Introducer that the information provided by the Introducer is full, complete and accurate and that no further information is required by Marlborough ICAV and/or the Fund Administrator;
 - 3.3.5 in respect of an Ongoing Commission, confirmation of the aggregate value of investments maintained in a Fund and/or Sub-Fund by Introduced Investors being received by Marlborough ICAV from the Fund Administrator.
- 3.4 Each Initial Commission will be paid to the Introducer within 30 days following receipt of the management fee accrued and payable from the assets of the relevant Sub-Fund in accordance with the terms of the relevant Offering Document in respect of the period during which the relevant Subscription has been processed by the Fund Administrator.
- 3.5 The initial payment of each Ongoing Commission will be paid to the Introducer following receipt of the management fee accrued and payable from the assets of the relevant Sub-Fund in accordance with the terms of the relevant Offering Document in respect of the period during which the relevant Subscription has been processed by the Fund Administrator.
- 3.6 Following the initial payment of an Ongoing Commission in accordance with clause 3.5, each subsequent payment of an Ongoing Commission will be paid following receipt of the management fee accrued and payable from the assets of the relevant Fund and/or Sub-Fund.

4. Representations, Warranties, Undertakings and Covenants

- 4.1 The Introducer represents, warrants, covenants and undertakes, on a continuing basis, to Marlborough ICAV that:
- 4.1.1 It is an Authorised Intermediary and complies, and will continue to comply with Applicable Law;
 - 4.1.2 It will immediately notify Marlborough ICAV if the Introducer ceases to be an Authorised Intermediary or has breached any Applicable Law or this Agreement;
 - 4.1.3 It is aware of all relevant requirements and obligations under the Applicable Laws and the Regulations and will not do or omit to do anything that might cause the Introducer, Marlborough ICAV, and/or a Sub-Fund to breach any provision of any Applicable Laws or the Regulations;
 - 4.1.4 It has received each relevant Offering Document and reviewed each such Offering Document in detail and will not do or omit to do anything that might cause the Introducer, Marlborough ICAV, and/or a Sub-Fund to be in breach of any requirements or terms or conditions set out in such Offering Document;

- 4.1.5 It is familiar with the terms and conditions of any life company, pension provider, platform or any other analogous arrangement through which the Introducer introduces an investment by an Introduced Investor in Marlborough ICAV and/or a Sub-Fund and will not do or omit to do anything which might cause it or Marlborough ICAV and/or a Sub-Fund to be in breach of such terms and conditions;
- 4.1.6 If Applicable Law permits Private Placement, the Introducer will notify Marlborough ICAV of the requirements (including any limitations) applicable to any such Private Placement and will not take any action in respect of Marlborough ICAV and/or a Sub-Fund in such jurisdiction until confirmation is received from Marlborough ICAV that the Fund and/or Sub-Fund may be marketed on the basis of such Private Placement rules. In the event that Marlborough ICAV provides such confirmation to the Introducer, the Introducer will comply with any applicable Private Placement rules and will not do or omit to do anything which might breach such Private Placement rules or cause Marlborough ICAV and/or a Sub-Fund to be required to submit any notification to, or require authorisation, approval or consent of, any Local Regulator;
- 4.1.7 If Applicable Law does not permit Private Placement, the Introducer will notify Marlborough ICAV of any such restriction and will not take any action in respect of Marlborough ICAV and/or a Sub-Fund in the relevant jurisdiction until confirmation is received from Marlborough ICAV that any required notifications have been submitted and/or any required authorisations, approvals and/or consents have been received in respect of Marlborough ICAV and/or a Sub-Fund as relevant;
- 4.1.8 It shall disclose to its clients the nature and amount (or, in the case of any amount that might vary over time, the method of calculation of such amount) of any Commissions to which it may become entitled to receive pursuant to this Agreement and it will comply with any legal or regulatory requirement to disclose such nature and amount to any governmental or Local Regulator in any jurisdiction in which it is established or operates;
- 4.1.9 Any recommendation or advice provided by the Introducer to a client in respect of Marlborough ICAV and/or a Sub-Fund shall be in compliance with any duty it owes to such client under Applicable Law or, if a lesser or no such duty is owed by the Introducer to any client under Applicable Law, such recommendation or advice shall be in the best interests of such client and the Introducer shall not, as a result of this Agreement or the expectation of any payment, breach any Applicable Law or duty it owes to such client or perform any of its functions improperly;
- 4.1.10 All information the Introducer has provided to Marlborough ICAV is, and all information it provides to Marlborough ICAV in the future will be, true, complete and accurate and it has not and will not make any statement it knows to be untrue, inaccurate, incomplete or constitute a negligent misstatement; and
- 4.1.11 It will immediately notify Marlborough ICAV upon becoming aware that any information it has provided to Marlborough ICAV was untrue, inaccurate, incomplete in any respect or if it has made any negligent misstatement to Marlborough ICAV.
- 4.2 The Introducer shall notify Marlborough ICAV immediately upon becoming aware that any of the representations, warranties, covenants or undertakings set out in this Agreement can no longer be made or is no longer accurate, complete and true in every respect.
- 4.3 The Introducer shall indemnify and hold harmless Marlborough ICAV and each relevant Sub-Fund against any and all claims, losses, damages, costs (including costs incurred in respect of legal counsel or other professional advisor) or liabilities arising or incurred as a result of (i) any breach by the Introducer of this Agreement or any Applicable Law; or (ii) the negligence, wilful default, wilful misconduct or fraud of the Introducer.
- 4.4 The Introducer agrees that all representations, warranties, covenants, undertakings and indemnities provided by the Introducer to Marlborough ICAV and each relevant Sub-Fund are repeated in full on the date of each Subscription.

5. No Partnership or Agency

- 5.1 The parties agree and acknowledge that this Agreement does not, and is not intended to, give rise to any relationship of partnership, agency or joint venture between the parties or any Sub-Fund.
- 5.2 The Introducer is not, and shall not hold itself out as being, an agent or employee of Marlborough ICAV and/or any Sub-Fund or otherwise empowered to make representations or contract on behalf of or otherwise bind Marlborough ICAV and/or any Sub-Fund.

6. Intellectual Property

- 6.1 The Introducer shall not, as a result of this Agreement, gain any rights or interests in any intellectual property (including but not limited to any copyright, database right, trademark, design, image, logo or other such thing), whether registered in any part of the world or otherwise, belonging to Marlborough ICAV, or any Marlborough Group company.

7. Assignment

- 7.1 The Introducer may not assign or novate its rights and/or obligations hereunder or any of them without the consent in writing of Marlborough ICAV.

8. Amendment and Entire Agreement

- 8.1 This Agreement sets forth the entire agreement and understanding between the parties hereto as to the matters set out herein and supersedes all prior meetings, discussions, correspondence, communications, understandings and arrangements between the parties, whether set out in any contract or other written document or expressed orally and the parties understand and acknowledge that any representation (whether made orally or contained in any electronic communication or written document) shall not form part of this Agreement.
- 8.2 Marlborough ICAV may amend this Agreement at any time by providing not less than 30 days' written notice to the Introducer of such variation.
- 8.3 This Agreement may be amended at any time by both parties giving their written consent to such variation.

9. Confidentiality

- 9.1 None of the parties hereto (or their respective directors, officers, servants and employees) shall, either during the continuance of this Agreement or after its termination, disclose to any person (except to the extent necessary to fulfil its obligations or perform its duties hereunder or with the written authority of the other party or unless ordered to do so by a court of competent jurisdiction or regulatory authority with competent authority or stock exchange) any information relating to the assets, business, finances or other affairs of a confidential nature of the other party of which it may have become possessed during the period of this Agreement and each party shall use its reasonable endeavours to prevent any such disclosure as aforesaid.
- 9.2 The provision of clause 9.1 shall not apply to:
- (a) any information in the public domain otherwise than by breach of this Agreement;
 - (b) information lawfully in the possession of the receiving party thereof before divulgence as aforesaid;
 - (c) information obtained from a third party who is free to divulge the same; and
 - (d) any information disclosed by Marlborough ICAV to any holding company, subsidiary or affiliate of Marlborough Group during the normal course of its business.
- 9.3 The provisions of this clause 9 shall survive the termination of this Agreement for a period of two years commencing on the date of such termination.

10. Termination

- 10.1 This Agreement shall continue unless and until terminated pursuant to the following provisions:
- (a) by Marlborough ICAV providing at least 10 days' notice to the Introducer or the Introducer providing at least 30 days' notice in writing to Marlborough ICAV (or in each case, such shorter period as may be agreed between the parties);
 - (b) This Agreement shall be terminated automatically:
 - (1) if the Introducer goes into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by Marlborough ICAV) or be unable to pay its debts as they fall due or in the event of the appointment of a receiver over any of the assets of the Introducer or if an examiner is appointed to the Introducer or if any event or appointment having an equivalent or analogous effect to any of the foregoing occurs; or
 - (2) by notice in writing from Marlborough ICAV to the Introducer that a relevant Fund and/or Sub-Fund will be or has been dissolved or terminated; or
 - (3) by notice in writing from Marlborough ICAV to the Introducer in the event that the Introducer commits any material breach of its obligations under this Agreement or if any of the representations, warranties, covenants, undertakings or indemnities provided by the Introducer in this Agreement can no longer be provided or are no longer accurate, complete and true in every respect; or
 - (4) at any time if the Introducer ceases to be an Authorised Intermediary;

- (5) in the event that Marlborough ICAV and/or any Sub-Fund is effected by war, war damage, enemy action, the act of any government or other competent authority, act of God, riot, civil commotion, terrorist act, rebellion, storm, tempest, accident, fire, third party lock-out, strike or other cause whether similar or not beyond the control of Marlborough ICAV or a Sub-Fund and which continues in effect for more than 30 days; and
- (6) by Marlborough ICAV providing notice to the Introducer, in the absolute discretion of Marlborough ICAV, following periodic review of the appointment of the Introducer by Marlborough ICAV which is expected to be conducted by Marlborough ICAV on an annual basis.

10.2 On termination of the appointment of this Agreement under the provisions of this clause, the Introducer shall be entitled to receive all Commissions accrued due up to the date of such termination, or, if earlier and applicable, (i) the date upon which any material breach of the obligations of the Introducer under this Agreement or (ii) the date upon which any representation, warranty, covenant, undertaking or indemnity can no longer be provided by the Introducer or is no longer accurate, complete and true in every respect or (iii) the date upon which the Introducer ceased to be an Authorised Intermediary. The Introducer shall not be entitled to any other compensation or payment in respect of such termination.

10.3 The provisions of this clause 10 shall survive the termination of this Agreement.

11. Counterparts

11.1 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.

12. Miscellaneous Provisions

- 12.1 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 12.2 Each of the provisions of this Agreement are separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 12.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

13. Governing Law and Jurisdiction

- 13.1 This Agreement and any non-contractual obligations arising from it shall be construed in accordance with and governed by the laws of Ireland.
- 13.2 The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland in connection with any suit, action or proceedings that may arise out of or in connection with this Agreement including without limitation disputes relating to any non-contractual obligations.

14. Notice

14.1 Save as otherwise provided herein:

- (a) all communications between the parties with respect to this Agreement shall be in writing and delivered by hand or sent by pre-paid post, (airmail if overseas) or e-mail to the address of the addressee, or to such other address or e-mail address as the addressee may from time to time have notified for the purposes of this clause.
- (b) communications shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery;
 - (2) if sent by post (domestic addressees), two calendar days after posting exclusive of the day of posting and if sent by air mail (international post) seven calendar days after posting exclusive of the day of posting;
 - (3) if sent by e-mail at the time of transmission or, if the time of transmission is not during the addressee's normal business hours, at 9.30 a.m. on the next working day.

(c) In proving service:

- (1) by delivery by hand, it shall be necessary only to produce confirmation of the delivery signed by or on behalf of the addressee or the delivery service;
- (2) by post, it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause; and
- (3) by e-mail it shall be necessary only to show a confirmatory print out is obtained of the correct dispatch and receipt of the e-mail.

15. Data Protection

- 15.1 Each party will, in connection with this Agreement, comply (where applicable) with Data Protection Laws, including taking all reasonable steps to ensure that the relevant party has obtained all necessary consents to process any personal data required for the purposes of this Agreement.
- 15.2 The following provisions set out the purposes for which the Marlborough ICAV may process and transfer personal data in connection with the Agreement:
- (a) Marlborough ICAV may process or use personal data for such purposes as are deemed necessary in relation to the provision of services under the Agreement. Marlborough ICAV may also use third parties or agents ("Third Parties") to process personal data for the provision of the services. Marlborough ICAV may also process personal data where it is under a duty to carry out anti-money laundering checks, conflict checks, fraud prevention and reporting to and auditing by national and international regulatory or exchange bodies in accordance with obligations under any applicable law or regulations.
 - (b) personal data may be collected directly from the Introducer or through the Introducer's agents or any other third party who communicates with Marlborough ICAV. Marlborough ICAV may ask for certain details or may record personal data that is disclosed to Marlborough ICAV. This Clause and the disclosure of personal data to Marlborough ICAV is understood by the Introducer and Marlborough ICAV as constituting consent that Marlborough ICAV may process personal data on the terms set out in this Clause 15.
- 15.3 The Introducer will, and will ensure that its staff will, in relation to the Agreement, address any questions of Marlborough ICAV relating to data protection in writing to Marlborough ICAV.
- 15.4 The provisions of this Clause 15 shall survive termination of this Agreement:

SCHEDULE 1: THE FUNDS AND THE SUB-FUNDS

1. The Funds:

- Marlborough ICAV (authorised and regulated by the CBI in accordance with the UCITS Regulations)

2. The Sub-Funds

- Marlborough Adventurous Fund (a sub-fund of Marlborough ICAV)
- Marlborough Balanced Fund (a sub-fund of Marlborough ICAV)
- Marlborough Cautious Fund (a sub-fund of Marlborough ICAV)
- Marlborough Defensive Fund (a sub-fund of Marlborough ICAV)

SCHEDULE 2: AGREED RATE

Agreed Rate:

Commission	Agreed Rate
Initial Commission	As set out in the Deal Sheet
Ongoing Commission	0.5% per annum (X class shares only)

IN WITNESS whereof this Agreement has been executed on the day and year first above written.

SIGNED BY

WITNESSED BY

Name

Name

Signature

Signature

Date

Date

For and on behalf of
The “introducer” as detailed in Section 1 of the Application to submit business

SIGNED BY

Name

Signature

Date

For and on behalf of
Marlborough ICAV

Terms of Business Checklist

Introducer Name	Marlborough	Broker
Section A Complete (General)	<input type="checkbox"/>	<input type="checkbox"/>
Section B Complete (Regulatory Status)	<input type="checkbox"/>	<input type="checkbox"/>
Section C Complete (Principals)	<input type="checkbox"/>	<input type="checkbox"/>
Section D Complete (Financial Status)	<input type="checkbox"/>	<input type="checkbox"/>
Section E Complete (Commission Payments)	<input type="checkbox"/>	<input type="checkbox"/>
Section F Complete (Product Providers)	<input type="checkbox"/>	<input type="checkbox"/>
Section G Required Documents (Page 5)		
Certified copy of certificate of incorporation provided	<input type="checkbox"/>	<input type="checkbox"/>
Certified copies of each directors' passport provided	<input type="checkbox"/>	<input type="checkbox"/>
Register of directors provided	<input type="checkbox"/>	<input type="checkbox"/>
Certified copy of each directors' proof of address provided	<input type="checkbox"/>	<input type="checkbox"/>
Schedule 2 Signatures (Page 13)		
Signed by the Introducer	<input type="checkbox"/>	<input type="checkbox"/>
Signed and additional information provided by a witness	<input type="checkbox"/>	<input type="checkbox"/>

*Please note all supporting documents must be dated within the last three months

Please return all documents to the following email address:
brokersupport@marlboroughgroup.com

To be completed by Marlborough only

AML Check Passed	<input type="checkbox"/>
Sanctions Check Passed	<input type="checkbox"/>
Smart Search completed	<input type="checkbox"/>
Agreement dated once fully signed off (pg. 6)	<input type="checkbox"/>
Signed by one Marlborough ICAV signatory (pg. 13)	<input type="checkbox"/>

Marlborough ICAV, authorised and regulated by the Central Bank of Ireland and registered under the laws of Ireland as an Irish Collective Asset-management Vehicle with registered number C186352
 Directors: Raymond O'Neill (Irish), Dominic Clarke (British), Brian Farrell (Irish), Danny Knight (British) and Martin Ratcliffe (British)
 Registered office: Marlborough ICAV, 88 Harcourt Street, Dublin 2, Ireland.