

Appointment of Process Agent**Corporate & Limited Partnership**

By completing the information requested below and returning a signed version of this form to info@borucapital.com, you agree to appoint Boru Capital Limited as an agent for the service of proceedings issued out of the Courts of Ireland in respect of each of the Client Counterparties specified below. This appointment is effective when a Confirmation of Appointment letter is provided to you by Boru Capital Limited which will confirm the address for service of process and fees.

A. Client Counterparty

Company/Partnership Name:

Registration Number:

VAT Number:

Documents served to be forwarded to:

Name:

Email:

Full Address:

Telephone (incl. country code):

(If notice of service is to be copied to any counterparties please list on separate sheet)

B. Covered Agreements (under which process agent is required)

Name of Agreement:

Counterparties to the (1)

Agreement: (2)

(3)

Proposed Agreement commencement date:

Agreement termination date (if one):

(if required, please list on a separate sheet, the information required by Section B, for any additional counterparties or agreements in respect of which this appointment relates)

C. Appointment details

Commencement Date:

Invoicing Frequency:

Once Off

Annual

D. Invoice Counterparty (if different to Client Counterparty)

Company/Partnership Name:

Registration Number:

VAT Number:

Name:

Email:

Telephone (incl. country code):

E. Contact completing this form (if different to Client Counterparty)

Name:

Firm:

Email:

Telephone (incl. country code):

You must inform us immediately of any changes to the information above

I hereby appoint Boru Capital Limited as process agent for Client Counterparty (per Section A) and have accept the Standard Terms and Conditions which will apply to this appointment and confirm that I am duly authorised to make this appointment on behalf of the Client Counterparty.

Signed: _____

Name:

Date:

Standard Terms and Conditions

In these Terms and Conditions, references to “we”, “us” and “our” are to Boru Capital Limited and references to “you” and “your” are to the Client Counterparty as per Section A of the document “Appointment of Process Agent”

So long as we have been validly appointed following the proper execution by you and us of the Appointment of Process Agent and Confirmation of Appointment (collectively the “Appointment Letter”) and for as long as the Appointment Letter remains in full force and effect and has not been terminated for any reason, we will accept service of proceedings issued against you out of the Courts of Ireland (or arising from any agreed arbitration process) in relation to any of the covered agreements (the “Agreements”) specified in section D. It is hereby agreed that you shall appoint us under the following terms and conditions to act as your process agent in connection with the Agreement(s).

1. The obligations of the parties to this Appointment Letter shall commence on the “Commencement Date” per Section C.

2. All proceedings served upon you under this arrangement are to be addressed to:

**Boru Capital Limited/Lawlor Partners,
4 Arran Square,
Arran Quay,
Dublin 7,
D07 CTX4**

unless other notified by us to you in writing.

3. Our obligations pursuant to the Appointment Letter are limited (to the extent lawful and possible) to:
 - (i) notifying you in writing by email (with proof of transmission of an email being conclusive evidence of notification to you) as to the date of receipt of all documents served and shall, to the extent reasonably practicable, include in any such notification a copy of all documents served; and,
 - (ii) if requested, forwarding the originals of all documents served to such address that is specified by you at that time.

The notice is to be made as soon as reasonably practicable after acceptance of any service of process. The addresses for notification to you are as set out in Section A or such other addresses as may from time to time be specified by you, and confirmed by us, in writing. The term ‘writing’ as used in the Appointment Letter shall include email communications to the addresses specified.

4. Our notification to you need not include any details of the nature or the substance of the claim made against you. In the event that at your request we agree to provide some details of the nature or substance of the claim, you agree that this shall be without responsibility on our part and that you will have regard only to the process documents in determining your response to the proceedings.
5. If in our opinion our despatch or your receipt of the notice to be sent to you pursuant to clause 3 above might be prevented, hindered or delayed by a cause beyond our control (including without limitation interruptions in postal or other communication services) our obligations under that paragraph are suspended until, in our opinion, despatch will not be prevented, hindered or delayed in that way. While our obligations are suspended we shall, if the relevant telephone services are operating normally, use reasonable efforts to inform you of this fact by telephone at the number given above (or another number notified in writing to us by you

from time to time) and shall despatch such notices, as soon as it becomes reasonably practicable to do so.

6. In consideration of us accepting this appointment you hereby irrevocably undertake and covenant and agree to defend and indemnify us and keep us indemnified and hold us harmless from and against any and all claims, threats, suits, damages, penalties, liabilities, costs and expenses (including without limitation legal fees, costs and disbursements) that we might incur, suffer or expend in acting as your process agent and in particular you will not make any claim against us should any service or notice not be received by you, except in the case of gross negligence on our part. We shall have no obligations other than those expressly set out in herein. No person other than you and us shall have any rights to enforce or take an action under the Appointment Letter. The Appointment Letter is the sole agreement between us and you in respect of our appointment as process agent. It is your obligation to establish and maintain an appointment for the provision of a service of process agent in accordance with whatever terms exist within the Agreement(s).
7. In consideration of the services to be provided by us under these terms and conditions, you will pay to us the fee as set out in Schedule One and in accordance with the terms detailed therein.
8. Our appointment shall continue in full force and effect from the date hereof until:
 - (i) it is terminated by either party on thirty days' notice in writing to the other party; or,
 - (ii) the latest date of termination of the Agreement(s), if a date is listed in respect of such Agreement(s).

In the event of termination of our appointment we will have no further obligations to you, including the retention of any original documents. In the event the term of any Agreement is extended beyond the date listed in Section B then such new date shall become the latest date of termination of our appointment, provided: (i) such new date has been notified to us, (ii) the extension is confirmed by us in writing, and (iii) the prevailing fees for the extended period discharged. The indemnity and fee provisions, as set out in clauses 6 and 7, shall survive termination of our engagement.
9. Nothing in the Appointment Letter or these terms and conditions shall require us to provide any service referred to in any anti-money laundering legislation applicable to us and we are not providing any service hereunder that falls under such legislation.
10. This Appointment Letter and any dispute, controversy, proceedings or claim of whatsoever nature and all non-contractual matters arising out of or in connection with it, is governed by, and shall be construed in accordance with, the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.

By signing our Appointment of Process Agent form you have accepted these terms and conditions and confirm that the signatory of the Appointment of Process Agent form is duly authorised to make this appointment on behalf of the Client Counterparty.

SCHEDULE ONE

Boru Capital Limited

Process Agent - Price List (at 17 Jun 21)



A. Paid Upfront option

Price using the below matrix per Agreement and Year (if upfront):

Years	1	2	3	4	5	6	10
Docs							
1	325	400	525	650	775	900	1,400
2	400	525	650	775	900	1,025	1,525
3	525	650	775	900	1,025	1,150	1,650
4	650	775	900	1,025	1,150	1,275	1,775
5	775	900	1,025	1,150	1,275	1,400	1,900

B. Paid Annually option

Engagement fee of €200 once-off plus €125 p.a. per document

C. For information only these are the annualised equivalents of the upfront option

Years	1	2	3	4	5	6	10
Docs							
1	325	200	175	163	155	150	140
2	400	263	217	194	180	171	153
3	525	325	258	225	205	192	165
4	650	388	300	256	230	213	178
5	775	450	342	288	255	233	190

D. Other Notes

Prices are in Euro and are exclusive of VAT (if applicable).

Invoiced at start of engagement and each anniversary - depending on option chosen - with invoices payable within 30 days.

Late payments attract 8% interest under the European Communities (Late Payment in Commercial Transactions) Regulations 2002

E. Additional fees that may be applied

Additional counterparties from which service is accepted (per agreement) €100 p.a.

Collection of late invoices: €50 processing fee plus third party costs, if any.

Specific courier request at cost plus €75 handling fee.

Additional Data
(if required)

Additional Notice Counterparty (from Section A)

Name:

Email:

Full Address:

Telephone (incl. country code):

Additional Covered Agreements (from Section B)

(2) Name of Agreement:

Counterparties to the Agreement: (1)

(2)

(3)

Proposed Agreement commencement date:

Agreement termination date:

(3) Name of Agreement:

Counterparties to the Agreement: (1)

(2)

(3)

Proposed Agreement commencement date:

Agreement termination date:

(4) Name of Agreement:

Counterparties to the Agreement: (1)

(2)

(3)

Proposed Agreement commencement date:

Agreement termination date: