

REFERRAL AGREEMENT

Entered into and between

BULLSEYE CAPITAL (PTY) LTD

(Co no 2022/559206 / 07)

Hereafter called the Product Provider

and

_____ (Referral Agent)

(ID / Reg Nr: _____)

WHEREBY IT IS AGREED AS FOLLOWS:

1. PARTIES

1.1. **Bullseye Capital (Pty) Ltd** (the “Product Provider”), registration number 2022/559206/07, a registered South African company registered and General Partner of the Bullseye Capital Private Equity Access En Commandite Partnership.

1.2. _____, will refer persons who would like to invest in Products made available by the Product Provider for investment purposes with the following bank account details (proof to be provided):

Bank:

Branch code:

Account number:

2. DEFINITIONS AND INTERPRETATION

- 2.1. **“Agreement”** means this referral agreement including its;
- 2.2. **“Applicable Laws”** means all laws, regulations, directives, guidelines, rules, codes of conduct and determinations from regulatory authorities applicable to the Product Provider and its employees in relation to the marketing/sales and advice of the financial or other Products and rendering of Financial and Intermediary Services;
- 2.3. **“Investors”** means the Clients who have been or will be introduced to the Product Provider in terms of the Mandate for purposes of investing in the relevant products of the Product Provider.
- 2.4. **“Effective Date”** means, notwithstanding the Signature Date;
- 2.5. **“Product** means as listed in Annexure A;
- 2.6. **“Signature Date”** means the date on which this Agreement is signed by the last Party signing it;

3. AGREEMENT

- 3.1. The Referral Agent enters into this agreement with the Product Provider (Pty) Ltd in order to refer Clients in relation to products it offer.
- 3.2. The contractual relationship between the Referral Agent and the Product Provider is one of independent contractor. The Referral Agent is not being appointed, and may not hold himself out to be or in any way act, as an agent, Representative or employee of the Product Provider. The Referral Agent acknowledge that no partnership, agency or contract of employment has or will come about through this contract with the Product Provider or on account of the payment of referral fees to the Referral Agent Fees are agreed to as set out below in paragraph 6.
- 3.3. To maintain the validity of this contract and to ensure that the Product Provider can provide and maintain service levels, the Referral Agent agrees that he shall refer new business with an accumulated value of R 5 000 000 (Five Million Rand) per annum for investments, or, proportional if less than 12 calendar months remains upon contract inception at the Effective Date, to the Product Provider with each calendar year resetting during January.
- 3.4. This agreement shall commence once both parties have signed.

4. RESPONSIBILITIES OF THE PRODUCT PROVIDER

- 4.1. The Product Provider agrees to
 - 4.1.1. provide referred clients with access to products as set out in Annexure "A"
 - 4.1.2. provide the client with a Representative who will contact the client and provide the client with correct information of the products.
 - 4.1.3. Assist the client with the transaction of his choice.

5. RESPONSIBILITIES OF THE REFERRAL AGENT

5.1. The Referral Agent agrees to:

- 5.1.1. Introduce potential and qualifying clients to the Product Provider;
- 5.1.2. The Referral Agent has no authority to accept money from Clients on behalf of the Product Provider, or issue receipts to Clients in the name of the Product Provider, and no money in whatever form that a Client pays to the Referral Agent will be regarded as payment made to the Product Provider;
- 5.1.3. The Referral Agent may not use the name of the Product Provider or the names of its Products in any way not authorised in writing by the Product Provider;
- 5.1.4. The Referral Agent may not advertise or use in a brochure or other material describing or advertising any of the Products which has not been approved in writing by Product Provider.

6. REFERRAL FEES

6.1 The referral fees will be payable to you upon activation of an Investment as set out in Annexure "B":

6.2 Penalties on early withdrawal:

Year 1: All commissions / Initial Fees paid upfront will be clawed back.

6.3 In case of a name change or alteration of an investment, the above fee structure will apply as if there was no change. Penalties and early withdrawal rules will apply, as determined by the Product.

6.4 The Product Provider may alter the parameters for referral fees as applicable to Products from time to time. The Product Provider will inform you in writing of such change.

7. POPIA

According to the Protection of Personal Information Act, 4 of 2013 ('POPIA'), the Product Provider may have to collect and process the Referral Agent's personal information (as defined in POPIA). The Referral Agent consent to Product Provider collecting, storing and processing your personal information and transmitting your personal information to

contracted local and third-party service providers for the purposes described above, and for the purpose of storing and maintaining your personal information. The Product Provider undertakes not to process your personal information for any purpose other than the purposes described above and for the purposes disclosed.

8. DISPUTE RESOLUTION

If any dispute arises in regard to this agreement while the agreement exists or relating to the termination thereof, the parties shall make all reasonable attempts to resolve the dispute themselves.

ARBITRATION

If the parties are unable to resolve the dispute, the matter shall be referred to an independent arbitrator appointed by mutual agreement between the parties or, failing agreement, appointed by the President of the Bar Association of Western Cape, Cape Town, RSA, or, the Arbitration Foundation of South Africa. The decision of such independent arbitrator shall be final, confidential and binding on both parties.

SURVIVAL OF ARBITRATION CLAUSE

This clause is a separate, divisible agreement from the rest of this Agreement and shall -

- not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause. The Parties intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause;
- remain in effect even if the Agreement terminates or is cancelled for any reason whatsoever.

The provision of this clause shall be binding upon that Party's successors in title, assignees, trustees, executives and liquidators.

9. EFFECTIVE DATE & DURATION

This agreement will be effective from the signature hereof by the Parties until termination by either Party and will be subject to annual review at the discretion of the Product Provider.

10. TERMINATION

10.1 Either Party may terminate this Agreement immediately by written notice to the other Party if at any time by giving the other Party sixty (60) days written notice of the termination of this Agreement.

10.1.1 the other Party is alleged to have committed fraud, theft or any other crime involving dishonesty for which such Party is ultimately convicted of committing by a court of law;

10.1.2 the other Party is or is likely to be the subject of voluntary or involuntary liquidation, voluntary or involuntary winding up, deregistration, or being the subject of business rescue proceedings;

10.1.3 the other Party effects or offers a general compromise with its creditors or with any class of creditors, or makes any assignment for the benefit of creditors or do anything which would amount to an act of insolvency in terms of the Insolvency Act, 1936;

10.1.4 Failure to comply with any relevant legislation, as applicable from time to time.

10.2 On termination or cancellation of this Agreement:

10.2.1 The Parties must immediately refrain from holding out that it is connected to or with each other;

10.3 Any obligations in terms of the Agreement that extend beyond termination will afford either Party all the remedies available for a breach of contract if they are not complied with.

11 Entire agreement and variations

This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

SIGNED on this the ____ day of _____ 202_ at _____

For **Referral Agent**

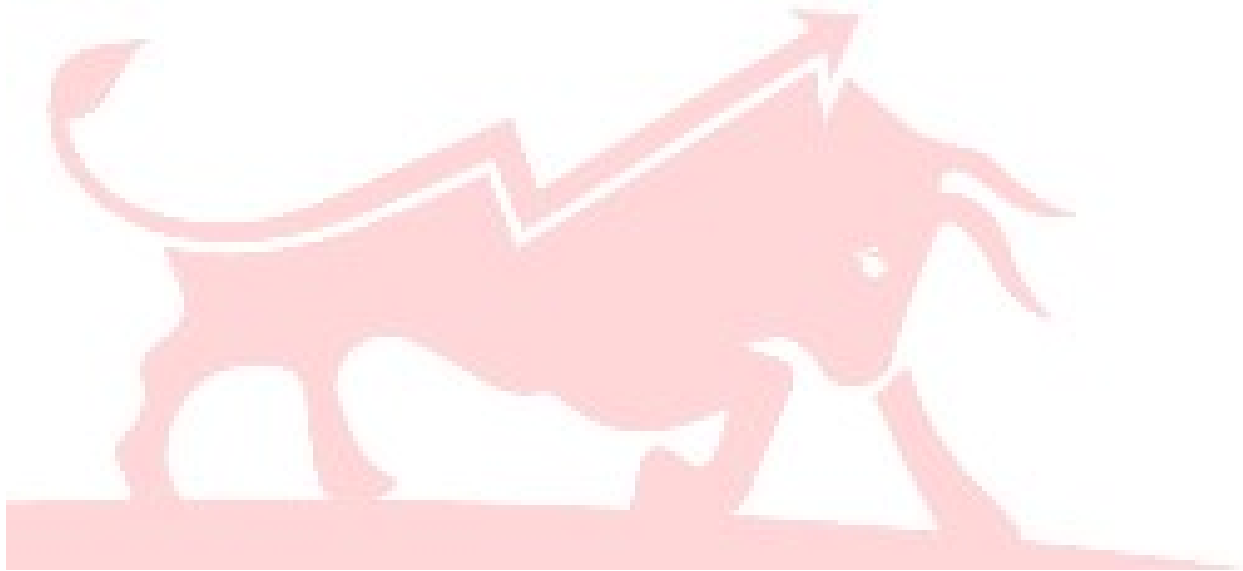
For **Product Provider**

Witnesses:

1. _____ 2. _____

ANNEXURE A

Private Equity Access Range of Products



ANNEXURE B

The below fee schedule will be applicable on a per investment amount basis, not to a group of investments by related or combined parties, referred by the Referral Agent to the Product Provider and accepted accordingly:

INITIAL FEE SCALE	FEE %
R0 – R100 000	2,00%
R100 001 – R500 000	1,75%
R500 001 – R1 000 000	1,50%
R1 000 000 +	1,25%

Payment terms: One calendar month in arrears to the Referral Agent following investment activation date with the activation date being the date when all client documentation and payment was received, accepted and processed.