



Professional Fees Finance Loan Agreement

The terms and conditions of this agreement are printed on this form.

KBC Bank Ireland plc, Sandwith Street, Dublin 2. Tel: 01 664 6000 Fax: 01 664 6516

Please ensure this agreement is completed correctly and in full and return to the above address.

Identity details required (if not previously furnished)

If Practice is an agent of KBC Bank Ireland:

Individuals and Corporate Borrowers (Two Directors / Partners and two authorised signatories)

- Certified copy of current valid passport / driving licence
- One Certified copy of current home address verification (Utility bill, Bank / Building Society statement etc)

If Practice is not an agent of KBC Bank Ireland:

Individuals and Corporate Borrowers (Two Directors / Partners and two authorised signatories)

- Certified copy of current valid passport / driving licence
- Two Original items of home address verification (Utility bill, Bank / Building Society statement etc)

Additional identity documentation obligations exist in relation to Corporate Borrower(s) under the Criminal Justice Act 1994 (as amended).

Professional Fees Finance Loan Agreement



This Loan Agreement is made between KBC Bank Ireland plc, having its registered office at Sandwith Street, Dublin 2 (company number 40537) (the "Lender") and the Borrower named in section (A) below (the "Borrower") for the provision of a loan facility to be used for the purpose detailed in Section (C) below subject to the terms and conditions herein.

Agreement No.

Company Registration No.

A. The Borrower

| | |
|----------------------|---------------|
| Name | Business Tel. |
| Address | Home Tel. |
| Business /Occupation | Date of Birth |

B. The Initial Loan

| | | | | | |
|-----------------|---|---|-------------------------|-------------------------|----------------------------------|
| The loan amount | € | Loan payable by | <input type="radio"/> 6 | <input type="radio"/> 9 | <input type="radio"/> 11 Monthly |
| Interest | € | Instalments of | € | | |
| Total | € | The first instalment is payable immediately by direct debit. In addition an administration fee of €3.81 is payable with each direct debit. | | | |

Additional Loans may be advanced under this Loan Agreement (see Clause 2 below)

C. The Purpose

| | |
|--|------------------------------|
| To fund the payment of professional fees to: | (the "Provider Of Services") |
| for the following services | |

Important Note: The services must be required by the Borrower in the course of his trade, business or profession.

D. Mandate to the Provider of Services

I/we the Borrower hereby irrevocably retain, instruct and authorise the Provider of Services to borrow on my/our behalf the initial loan detailed above and, from time to time hereafter, to borrow on my/our behalf additional loans for the purpose of funding the payment of fees due to the Provider of Services.

I/we hereby irrevocably authorise and instruct the Provider of Services to comply with the provisions of this Loan Agreement, insofar as they apply to the Provider of Services and to comply with any request or instruction from the Lender under this Loan Agreement.

I/we also irrevocably authorise the Provider of Services to consult with and provide information to the Lender in connection with this Loan Agreement.

I/we further irrevocably authorise the Provider of Services to communicate with the Lender by electronic means.

Important Note: By signing this Loan Agreement the Borrower is authorising the Provider of Services to effect borrowings on his/her/its behalf in accordance with the provisions of this Loan Agreement.

E. Data Protection Notice

Corporate Borrowers

The Borrower, in the case of a corporate borrower, hereby consents for the purpose of all relevant data protection and confidentiality laws and obligations to the collection, use, processing, disclosure and transfer to and by the Lender of information relating to the Borrower, its officers, directors and employees, for the purpose of providing the loan to the borrower and processing transactions in relation thereto and for the purposes specified in clause 27 of the Standard Terms and Conditions below, and the Borrower hereby confirms that it has notified each of its directors, officers and employees of such purposes, as well as of their right to be removed from any direct marketing mailing list, their individual rights to obtain a copy of all personal data, within the meaning of the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 relating to them as individuals which is held by the Lender or any KBC Bank NV Group company, and to have any inaccuracies in that data corrected, and of the fact and implications of the Lender carrying out credit referencing as outlined in clause 25 of the Standard Terms and Conditions below in relation to such individuals.

Partnership and Personal Borrowers

The Borrower hereby confirms his or her consent to the collection, use, processing and disclosure by the Lender of personal information relating to him or her and any other information which arises from the conduct of, or in connection with the Initial Loan or any Additional Loan for the purpose of providing the loan to the borrower and processing transactions in relation thereto and for the purposes specified in clause 27 of the Standard Terms and Conditions below. Subject to paying any applicable fee the Borrower has the right to obtain a copy of all personal data within the meaning of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003 relating to him or her individually which is held by the Lender or any KBC Bank NV Group company and to have any inaccuracies in that data corrected.

Where the Borrower is a partnership and this Loan Agreement has not been signed by each partner, the signatories to this Loan Agreement confirm on behalf of the Borrower that each such partner has been notified of the purposes for which such partners information may be processed as set out herein, as well as of such partners rights to be removed from any direct mailing list, to obtain a copy of all personal data, within the meaning of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003 relating to him or her which is held by the Lender or any KBC Bank NV Group company, and to have any inaccuracies in that data corrected, and of the fact and implications of the Lender carrying out credit referencing as outlined in clause 25 of the Standard Terms and Conditions below in relation to such partners.

To Receive Promotional Communications

Direct Marketing

Each Signatory to this Loan Agreement acknowledges that Clause 27 of the Standard Terms and Conditions below entitles KBC Bank Ireland plc and KBC Homeloans (together 'the KBC Ireland Group') and its and their successors to use information about him or her to provide him or her individually with information by way of direct marketing.

From time to time the KBC Ireland Group may notify you of promotional offers, competitions and information on further identified products and services. The KBC Ireland Group offers individuals a wide range of investment products. The information given on this form may be used to send you marketing materials or to electronically communicate with you or to telephone you about products and services available from the KBC Ireland Group and carefully selected third parties.

In order to receive this information please tick this box

The KBC Ireland Group* offers individuals a wide range of credit/loan and insurance related products (including both business and personal related products). The information given on this form may be used to send you marketing material or telephone you about these products and services. Where any signatory does not wish to receive this information he or she should indicate this by ticking this box

If any signatory to this Loan Agreement subsequently decides he or she no longer wishes to receive such information, he or she may notify the Lender free of charge at KBC Bank Ireland plc, Sandwith Street, Dublin 2 or e-mail marketing@kbcbankie. Each signatory should note the fact that if he or she chooses not to receive such information, this will not affect any aspect of the facilities and services that KBC Ireland Group provides to the Borrower now or in the future.

* KBC Ireland Group consists of both KBC Bank Ireland plc and KBC Homeloans

F. For completion by the Borrower

See clause 18 of the Standard Terms and Conditions below. I/We request the Lender to make the Initial Loan referred to herein and any Additional Loans, in order to fund the payment of fees due to the Provider of Services named herein; all loans shall be subject to the terms and conditions herein contained and the Standard Terms and Conditions set out below. Signed for and on behalf of the Borrower (for corporate borrower). In entering this Loan Agreement, I/we confirm that I am/we are acting in the course of my/our trade, business or profession.

| | |
|-----------------------|----------|
| Name (Block capitals) | |
| Signature | Date / / |
| Name (Block capitals) | |
| Signature | Date / / |

G. Board Minute for a Corporate Borrower

Limited (the "Company")
The following is certified to be a true extract from the minutes of a meeting of the Company duly convened, constituted and held on / /

The Chairman placed before the meeting a Professional Fee Finance Agreement (the "Agreement") that had been prepared on behalf of KBC Bank Ireland plc (the "Lender"). He explained that the Lender had offered to make a loan facility available to the Company on the terms and subject to the conditions of the Agreement to enable the Company to pay Professional Fees due to (Provider of Services)

After due consideration of the Agreement, it was unanimously resolved: "That it was in the best interests of the Company to enter into the Agreement with the Lender and that accordingly any one or more of the following persons: and be and are hereby authorised to sign the Agreement on behalf of the Company". The Chairman explained that it was likely that the Company would obtain further credit facilities from the Lender. Accordingly it was unanimously further resolved:

"That any one or more of and be and are hereby authorised to negotiate and agree further credit facilities with the Lender and all documentation relating thereto and to execute on behalf of the Company all such documentation".

Signature (Chairman) Date / /

H. For completion by the provider of services

I/we warrant that the client(s) named above has/have received the services to which this proposal relates and that I/we are entitled to receive payment of the loan amount specified above. The services to which this proposal relates are services provided to the Borrower in connection with his trade, business or profession only. I/We hereby certify that the copies of the passports/driving licences are true and that all information furnished herein is correct and accurate.

| | |
|--|----------|
| Provider of Services | |
| Signed for and on behalf of the Provider of Services | Date / / |
| Title | |

I. For completion by the Lender

Signed for and on behalf of KBC Bank Ireland plc

| | | | |
|----------------------|----------|----------------------|----------|
| Authorised Signatory | Date / / | Authorised Signatory | Date / / |
|----------------------|----------|----------------------|----------|

Warning: If you do not meet the repayments on your loan, your account will go into arrears. This may affect your credit rating.

Instruction to your Bank to pay Direct Debits

Originator's Identification Number 3 0 4 6 3 9

Please complete Parts 1 to 4 to instruct your Bank to make payments directly from your account. Then return the form to: [KBC Bank Ireland plc, Sandwith Street, Dublin 2](#)

Agreement No.

1. To: The Manager

Bank (full address of your bank branch)

2. Name(s) of account holder(s)

Please note that banks and building societies may decline to accept Instructions to pay Direct Debits from some types of accounts

KBC Bank Ireland plc is regulated by the Financial Regulator

KBC Bank Ireland plc, Registered Office, Sandwith Street, Dublin 2. Company No. 40537

3. Sort Code

Account Number

4. Your instructions to the Bank, and signature

I/we instruct you to pay Direct Debits from my/our account at the request of KBC Bank Ireland plc.

The amounts are variable and may be debited on various dates.

I/we understand that KBC Bank Ireland plc. may change the amounts and dates only after giving me/us prior notice.

I/we shall duly notify the Bank in writing if I/we wish to cancel this instruction.

Authorised Signature

Authorised Signature

Date / /



Standard terms and conditions

In addition to the terms and conditions set out above, KBC Bank Ireland plc, of Sandwith Street, Dublin 2, Ireland (the "Lender") shall, subject also to the terms and conditions set out below, provide the borrower/s named in Section A above (the "Borrower") with the initial loan specified in Section B above (the "Initial Loan") in order to finance the payment of fees due to the provider of services (the "Provider of Services") named in Section C above for services rendered to the Borrower by the Provider of Services. In consideration of the Lender at its sole discretion accepting the proposal as set out above, the following terms and conditions shall apply:-

1. Advance of Initial Loan. The Lender is hereby irrevocably authorised and requested to advance the Initial Loan (and any Additional Loan) directly to the Provider of Services in payment for the services rendered.

2. Advance of Additional Loans. The Lender may at its discretion, lend additional loans (each an "Additional Loan") from time to time at the request (whether written, verbal or by electronic means) of the Provider of Services to fund payment of fees for services rendered. No agreement to lend an Additional Loan shall be effective or binding on the Lender unless notified and confirmed in writing by a duly authorised representative of the Lender (and it is agreed and declared that the Provider of Services shall not be an authorised representative of the Lender for this or any other purpose) and the mere collection of a direct debit or other payment from the Borrower through inadvertence or otherwise shall not be deemed to bind the Lender in this regard.

3. Purpose. The Borrower undertakes that the Initial Loan and all Additional Loans shall be used only for the purpose stated above which purpose relates only to services provided to the Borrower in the course of the Borrower's trade, business or profession.

4. Interest. The Borrower will pay interest on each loan, in the case of the Initial Loan, at the rate specified in Section B above, and in the case of each Additional Loan, at the rate specified by the Lender at the time the Additional Loan is advanced.

5. Repayment. The Borrower will repay the Lender the whole of each loan plus interest by, in the case of the Initial Loan, the instalments specified in section B above and in the case of each Additional Loan, at the instalments specified by the Lender at the time the Additional Loan is advanced.

6. Default Interest. The Borrower will pay interest (payable on demand) on any overdue instalments at the rate of 2% per month or part thereof.

7. Fees and Charges. The Borrower shall pay to the Lender an administration fee of €3.81 per month, or part thereof, for so long as any amounts in connection with the Initial Loan and any Additional Loan (including, without limitation, amounts of principal, interest, charges, costs and expenses) remain outstanding and such administration fee shall be collected by the Lender in conjunction with the monthly instalments repaying the loan. In addition, the following charges will automatically apply in regard to any instalments returned unpaid to the Lender: (a) €19.05 being the cost of processing each unpaid instalment returned to the Lender; (b) €19.05 charge for each reminder letter issued by the Lender; (c) €31.75 for each occasion which the Lender deems it necessary in its absolute discretion to visit the Borrower; (d) €126.97 administration charge for legal proceedings; (e) any fees or additional expenses incurred by the Lender in relation to the collection of any amounts in connection with this Loan Agreement (including, without limitation, any amounts of principal, interest, charges, costs and expenses).

8. Method of Repayment. All payments to be made by the Borrower hereunder shall, unless otherwise specified by the Lender, be made by direct debit. The Borrower hereby unconditionally and irrevocably agrees that the direct debit order set out above shall apply to the Initial Loan and all Additional Loans and all payments in respect thereof whether comprising principal, interest, default interest, fees or otherwise and the Borrower hereby undertakes to instruct its bank accordingly.

9. Letter of Indemnity. All indebtedness of the Borrower to the Lender under this Loan Agreement is to be secured by an indemnity from the Provider of Services in a form satisfactory to the Lender.

10. Disclosures between the Lender and Provider of Services. The Borrower irrevocably authorises the Lender and the Provider of Services to consult with each other and to provide information to each other as they may consider appropriate in connection with this Loan Agreement.

11. Default. The Lender shall cease to be under any obligation to provide any further loans to the Borrower and shall be entitled to demand immediate repayment of any amounts outstanding in connection with the Initial Loan and all Additional Loans (including, without limitation, any amounts of principal, interest, charges, costs (including any broken funding costs) and expenses) should any of the following events occur in relation to the Borrower or the Provider of Services:

- if he defaults in the payment of any sum due in connection with the Initial Loan or any Additional Loan or if he defaults in the performance of any other term or condition contained in this Loan Agreement; or
- if any warranty, statement or representation made by him to the Lender is untrue in any material respect; or

- if he breaches any other obligation to the Lender; or
- if the Lender receives a notice of attachment in relation to him from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997; or
- if any judgement or order is made against him and is not wholly stayed or complied with within a period of 30 days from the date of judgement or order; or
- if a distress or execution is levied upon or effected against any of his property; or
- if a receiver or other similar officer is appointed over any of his assets or other steps are taken to enforce any mortgage, charge, pledge or lien granted by him; or
- if he stops payment of his debts or ceases or threatens to cease to carry on his business; or
- if he enters into an agreement or composition with his creditors, without the prior approval in writing of the Lender; or
- if he commits any act of bankruptcy or any order is made declaring him bankrupt or if he dies or becomes of unsound mind; or
- if (where the Borrower or Provider of Services is a company) a meeting is convened, a resolution is passed, a petition is presented, an order is made or another step is taken for the winding-up, court protection or administration of the Borrower or Provider of Services; or
- if any event occurs which, in the opinion of the Lender, is likely to have a material adverse effect on his business or his future prospects or is detrimental to the interests of the Lender; or
- if the Provider of Services shall notify the Lender of its intention to terminate its agreement and indemnity with the Lender; or
- if the Borrower or the Provider of Services is a partnership and any of the foregoing events or analogous event occurs in relation to any one or more of its partners.

12. All Information furnished is true. The Borrower warrants that the information furnished to the Lender for the purpose of this Loan Agreement is true and accurate in every respect and that terms and conditions set out (here and above) have been read before signing this Loan Agreement and that full disclosure has been made to the Lender of all facts in relation to the Borrower which ought properly to be made known to the Lender when contemplating the provision of loan facilities to a borrower.

13. Gross up of Payments. All payments must be made by the Borrower free and clear of all deductions, including (without limitation) withholding taxes. If the Borrower is compelled by law or regulation to deduct any such amount, the amount payable hereunder will be automatically increased so that the net amount after allowing for such deduction would be equal to the amount which would have been payable if no such deduction had arisen.

14. Time and method of the essence. For the purposes of this Loan Agreement, both time and method of payment shall be of the essence.

15. Increased costs. If as a result of any law or regulation or any direction of a regulatory authority, the cost to the Lender of providing the Initial Loan or any Additional Loan is increased or its profit on the loan is reduced, the Borrower must pay such increased interest as is necessary to compensate the Lender for such increased cost or reduction in profit.

16. Costs and expenses. The Borrower must immediately on demand pay to the Lender all costs and other expenses, including legal fees and expenses, reasonably incurred by the Lender in preserving, perfecting or enforcing or seeking to preserve, perfect or enforce any of the Lender's rights under or in connection with this Loan Agreement.

17. Waivers. Any relaxation or delay by the Lender in enforcing the terms of this Loan Agreement shall not affect the Lender's rights or constitute a waiver of any of the terms of this Loan Agreement.

18. Execution of this Agreement. If the Borrower is a company, this form must be executed in accordance with the terms of its Memorandum and Articles of Association (typically by two directors or the company secretary and a director); if a partnership, by a partner; and if a sole trader, by the proprietor.

19. Joint and several liability. In the event of two or more persons constituting the Borrower, the liability of such persons shall be joint and several and the act or default of any of them shall be deemed to be the act or default of all of them. The Lender may grant time or indulgence to or release any of such persons without affecting its rights against the other(s) of them.

20. No warranty in relation to the services. The Borrower acknowledges that the Lender does not give, make or agree to any condition, warranty, term, stipulation or representation expressed or implied in respect of the services rendered by the Provider of Services and the Provider of Services is not an agent of the Lender.

21. Effective Date. This Agreement shall not be binding on the Lender until the date (above) upon which it is signed by a duly authorised signatory of the Lender ("the Effective Date") and the Initial Loan shall be deemed to have been advanced to the Borrower after the Effective Date.

22. Prepayment. Should the Borrower wish to terminate this Loan Agreement while any amounts in connection with the Initial Loan or any Additional Loans (including, without limitation, any amounts of

principal, interest, charges, costs (including any broken funding costs) and expenses) remain outstanding, the Borrower shall give three business days prior notice to the Lender and the Borrower shall pay to the Lender, on the date specified in the notice, an amount of euro equal to the amount of euro outstanding under all monthly instalments then outstanding, together with all other interest, fees, costs or expenses, if any incurred by the Lender as a result of such early repayment.

23. Severance. If at any time any provision of this Loan Agreement is held to be unenforceable, the remaining provisions shall nonetheless be enforceable.

24. Notices. Notices may be given by hand, by facsimile, or by post. They shall be deemed given, if given by hand, when delivered, if facsimiled, when the transmission is completed, if posted, 48 hours after posting.

25. Credit Searches. The Borrower acknowledges that, as part of its normal procedures, the Lender, may carry out searches of the records held by credit reference agencies (including the Irish Credit Bureau) against him and/ or his business and will also supply information to them about him and his business and the conduct of the Initial Loan and any Additional Loan. The Borrower should note that the credit reference agencies will keep for a period of at least a year, a record that a search has been made, and they will inform anyone else carrying out a search of the other searches made against him in that period.

26. Assignment. The Lender shall be entitled to assign its rights and obligations under this Loan Agreement to a third party at its absolute discretion. The Borrower may not assign or transfer his rights or obligations under this Loan Agreement.

27. Data Protection. The Lender shall be entitled and the Borrower hereby authorises and consents for the purposes of the Data Protection Act 1988 (as amended) (without the need for any further consent from or notice to the Borrower): (1) to the Lender providing any information concerning the Borrower to any (or to any proposed) assignee, transferee, or successor or their respective officers, employees, agents and advisers and to any other member of KBC Bank NV Group and their respective officers, employees, agents and advisers, including for the purposes of cross selling; and (2) to the Lender providing any information concerning the Borrower to any credit reference agency; (3) to the Lender making such enquiries about the Borrower as it from time to time, considers appropriate; and (4) to any of the above parties referred to in (1) above, sending the Borrower details of their products and services.

28. Recording of telephone conversations. The Borrower consents to the Lender recording telephone conversations between the Lender and the Borrower and the Borrower consents to any such recording, or the transcript thereof, being used in evidence in any litigation, arbitration or other dispute proceedings.

29. Interpretation. In this Loan Agreement the headings are for convenience only and shall not affect the interpretation of this Loan Agreement. As the context admits or requires references in this Loan Agreement to any genders to the singular include the plural and vice versa and references to any legislation includes references to that legislation as amended or re-enacted from time to time.

30. Power of Attorney. By way of security for the Borrower's obligations under this Loan Agreement, the Borrower irrevocably appoints the Lender as his attorney to do anything which he is required to do by this Loan Agreement. The Lender may delegate this power. The Borrower undertakes to ratify and confirm all things done by the Lender or its delegate in the exercise or purported exercise of this power of attorney.

31. Certificates of the Lender conclusive. A certificate of the Lender as to the amount which is payable to it under this Loan Agreement shall, in the absence of manifest error and until the contrary is proved, be conclusive for the purpose of this Loan Agreement.

32. Governing law. This Loan Agreement shall be governed by, and shall be construed in accordance with, the laws of Ireland.

33. Jurisdiction. Each of the parties hereto irrevocably agrees for the benefit of each other that the courts of Ireland will have non exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which arise out of or in connection with this Loan Agreement and for such purposes each of the parties hereto irrevocably submits to the jurisdiction of the Irish courts.

34. Counterparts. This Loan Agreement may be signed by the different parties hereto on separate counterparts and, if so signed, will be as effective as if all signatures on the counterparts were on a single copy of this Loan Agreement.

35. Mitigation of penalties. The Borrower is obliged to comply with the terms of this Loan Agreement. Where the Borrower fails to comply with any obligations in connection with this Loan Agreement he shall incur liabilities and/or penalties in accordance with the Loan Agreement. In order to avoid any liabilities or penalties arising in connection with the Loan Agreement, the Borrower should ensure that he complies at all times with the Loan Agreement. Where the Borrower does breach the terms of the Loan Agreement, he should immediately seek to remedy such breach in order to mitigate any liabilities or penalties arising therefrom. This clause is without prejudice to all rights of the Lender and shall not be construed as placing any limitations on the rights and remedies available to the Lender in connection with the Loan.

THIS GUARANTEE SHOULD BE DETACHED AND RETAINED BY THE PAYER

The Direct Debit Guarantee

This is a guarantee provided by your own Bank as a member of the Direct Debit Scheme, in which Banks and Originators of Direct debits participate.

The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.

If you authorise payment by Direct Debit, then

- Your Direct Debit Originator will notify you in advance of the amounts to be debited from your account
- Your Bank will accept and pay such debits, provided that your account has sufficient available funds.

If it is established that an unauthorised Direct Debit was charged to your account, you are guaranteed a prompt refund by your Bank of the amount charged.

You can cancel the Direct Debit Instruction in good time by writing to your Bank.

