

# **Baird Venture Partners Management Company V, LLC**

777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
[www.rwbaird.com](http://www.rwbaird.com)  
March 10, 2020

**This brochure provides information about the qualifications and business practices of Baird Venture Partners Management Company V, LLC. If you have any questions about the contents of this brochure, please contact Scott Skie at (312) 609-4664. The Information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Baird Venture Partners Management Company V, LLC is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Such registration does not imply a certain level of skill or training. Additional information about Baird Venture Partners Management Company V, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## Item 2. Material Changes

### Baird Venture Partners Management Company V, LLC

Paul Purcell passed away on February 28, 2020. Paul was the Chairman of the Board of Directors of Baird Financial Group, Inc., Baird Holding Company, Baird Financial Corporation and Robert W. Baird & Co. Incorporated. He was also Chairman of Baird Capital and a member of the Baird Venture Partners Management Company V, LLC's Investment Committee.

## TABLE OF CONTENTS

	<u>Page No.</u>
I. Advisory Business .....	1
II. Fees and Compensation .....	1
III. Performance-Based Fees and Side-By-Side Management .....	4
IV. Types of Clients .....	5
V. Methods of Analysis, Investment Strategies and Risk of Loss.....	5
VI. Disciplinary Information.....	8
VII. Other Financial Industry Activities and Affiliations .....	9
VIII. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	10
IX. Brokerage Practices .....	10
X. Review of Accounts.....	11
XI. Client Referrals and Other Compensation.....	11
XII. Custody .....	11
XIII. Investment Discretion .....	11
XIV. Voting Client Securities .....	12
XV. Financial Information.....	12
XVI. Additional Information .....	12

## ***I. Advisory Business***

Baird Venture Partners Management Company V, LLC (“Baird Venture V”), the registered investment adviser, is a Delaware limited liability company. Baird Venture V was formed to provide “investment supervisory services” to its clients, which are expected to consist of private investment-related funds, including Baird Venture Partners V Limited Partnership, BVP V Special Affiliates Limited Partnership and BVP V Affiliates Fund Limited Partnership (collectively, the “Partnerships” or the “Funds,” and together with any future private investment funds, “Private Investment Funds”). Baird Venture V is also the general partner of the Funds (the “General Partner”), and has the authority to make the investment decisions for the Funds and control the business and affairs of the Funds. The General Partner was formed by Venture Capital (“VC”), the U.S. based venture capital group of Baird Capital (“BC”), the global private equity group of Robert W. Baird & Co. Incorporated (“Baird”). BC was founded in 1989 and is based in Milwaukee, Wisconsin and Chicago, Illinois. Baird is the principal owner of Baird Venture V. Baird Financial Corporation owns 100% of Baird, Baird Holding Company (“BHC”) owns 100% of Baird Financial Corporation and Baird Financial Group, Inc. owns 100% of BHC.

The Funds and any other Private Investment Funds that may be formed by the General Partner (or its affiliates) at a later date or that may otherwise become clients of the General Partner are expected to invest through negotiated transactions in operating entities. The General Partner’s investment advisory services to each Fund consist of identifying and evaluating investment opportunities, negotiating investments, managing and monitoring investments and achieving dispositions for such investments. As the General Partner provides advisory services to the Funds, the General Partner does not tailor its advisory services to the needs of individual investors nor does it permit individual investors to impose restrictions on investing in certain securities or types of securities. As of December 31, 2019, Baird Venture V managed approximately \$159.5 million on a discretionary basis and no assets on a non-discretionary basis.

***II. Fees and Compensation*** (Capitalized terms not defined herein have the meaning as set forth in the applicable Fund’s partnership agreement)

***2.0% Management Fee*** - commencing as of the effective date, as defined in the Fund’s Limited Partnership Agreement (the “Effective Date”) and during the investment period, as defined in the Fund’s Limited Partnership Agreement (the “Investment Period”), the Fund will pay the General Partner an annual management fee (the “Management Fee”), payable quarterly in advance, equal to 2.0% of aggregate commitments.

The Management Fee will commence as of the Effective Date, regardless of when a Limited Partner is actually admitted. Limited Partners will be assessed Management Fees retroactive to the Effective Date and, in addition, Limited Partners participating in a subsequent closing after the initial closing date will be charged an amount equal to the product of (i) the prime rate plus 2% per annum multiplied by (ii) the amount of such assessed Management Fees, calculated from the date such Management Fee payments would have been due if such Limited Partner were admitted for its full commitment on the initial closing date. Any such amounts shall be paid to the General Partner. The Management Fee will be paid out of current income and disposition proceeds of the Fund and, in the General Partner’s discretion, from drawdowns that will reduce unfunded commitments.

***Management Fee Reduction*** – unless otherwise approved by the LP Committee, the Management Fee payable in any quarterly period shall be reduced by an amount equal to 100% of any Transaction Fee (as defined in the Fund’s Limited Partnership Agreement) received by a Management Person (as defined in the Fund’s Limited Partnership Agreement) during the immediately preceding quarterly period. In addition, commencing with the 12-month period beginning on the first Management Fee due date after the expiration of the Investment Period or earlier upon the occurrence of certain events as set forth in the Partnership Agreement, and for each succeeding 12-month period, the Management Fee will be reduced to 90% of the Management Fee for the immediately preceding 12-month period (calculated without giving effect to any reduction in the Management Fee on account of fees received by the General Partner); provided that, commencing with the first Management Fee due date after the expiration of the Fund’s initial 10-year term, the Management Fee will equal 2.0% per annum of the aggregate amount of investment contributions with respect to the portion of each investment that has not been disposed of or completely written off; provided further that investments in a portfolio company that have been disposed of or completely written-off will be treated as such only to the extent that, as of the date of any such disposition or write-off, the aggregate value of all remaining Fund investments in such portfolio company is less than the Fund’s aggregate investment contributions made with respect to all existing and former investments in such portfolio company.

***Payment of Management Fee*** - If the investor has specified an account at Baird, after the General Partner gives notice to the investor, Baird will deduct the Management Fee and other expenses from the investor’s account. If the investor does not have an account at Baird, the General Partner will notify the investor as to when the Management Fee is payable.

***Carried Interest*** - after the General Partner has achieved a 6% compounded annually preferred return, the General Partner will receive a carried interest or performance fee from investors in the Fund equal to 20% of distributions, including distributions of net cash proceeds from the sale of securities and distributions of securities in kind, together with dividends and interest income received with respect to investments in portfolio companies (as more fully described in the Partnership Agreement).

***Inability to Withdraw*** - the Funds and other private investment funds invest on a long-term basis. Accordingly, investment advisory and other fees are paid during the term of each Fund and investors generally are not permitted to withdraw or redeem interests in the Fund.

*Organizational Expenses* - the Funds generally will reimburse the General Partner for up to \$1 million of the Funds' organizational and startup expenses, including legal, travel, accounting, filing, capital raising and other organizational expenses up to a specified amount, as more fully described in the applicable Fund's Limited Partnership Agreement. The General Partner will bear the cost (through an offset against the Management Fee or otherwise) of all organizational expenses in excess of this amount, if any, and of any placement fees payable to any placement agent in connection with the formation of the Fund.

*General Partner Expenses* - the General Partner will pay all ordinary administrative and overhead expenses of the Partnership incurred by the General Partner in connection with maintaining and operating its offices (including salaries, rent and equipment expenses) to the extent not borne or reimbursed by a Portfolio Company, but not including any Partnership Expenses.

*Other Partnership Expenses* - as set forth in the Fund's Limited Partnership Agreement, Partnership Expenses include all fees, costs, expenses, liabilities and obligations relating to the Partnership and/or its activities, business, Portfolio Companies or actual or potential investments, including with respect to any Person formed to effect the acquisition and/or holding of a Portfolio Company (to the extent not borne or reimbursed by a Portfolio Company or potential Portfolio Company), including all fees, costs, expenses, liabilities and obligations relating or attributable to:

- a) Investment Activities - with respect to the structuring, organizing, negotiating, consummating, financing, refinancing, acquiring, bidding on, owning, managing, monitoring, operating, holding, hedging, restructuring, trading, taking public or private, selling, valuing, winding up, liquidating, or otherwise disposing of, as applicable, Portfolio Companies and the Partnership's actual and potential investments (including follow-on investments) or seeking to do any of the foregoing (including any associated legal, financing, commitment, transaction or other fees and expenses payable to attorneys, accountants, investment bankers, lenders, third-party diligence software and service providers, consultants and similar professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors), whether or not any contemplated transaction or project is consummated and whether or not such activities are successful;
- b) Financing Activities - indebtedness of, or guarantees made by, the Partnership, any Management Person, the General Partner or any Affiliated Partner on behalf of the Partnership (including any credit facility, letter of credit or similar credit support), including interest with respect thereto, or seeking to put in place any such indebtedness or guarantee; financing, commitment, origination and similar fees and expenses;
- c) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services;
- d) brokerage, sale, custodial, depository, trustee, record keeping, account and similar services;
- e) Fund Service Providers - legal, accounting, research, auditing, administration (including fees and expenses associated with the Partnership's third-party administrator and administration or reporting software, if any), information, appraisal, advisory, valuation (including third-party valuations, appraisals or pricing services), consulting (including consulting and retainer fees and other compensation paid to the Venture Partners, consultants performing investment initiatives and other similar consultants), tax and other professional services;
- f) reverse breakup, termination and other similar fees;
- g) directors and officers liability, errors and omissions liability, crime coverage and general partnership liability premiums and other insurance and regulatory expenses;
- h) filing, title, transfer, registration and other similar fees and expenses;
- i) printing, communications, marketing and publicity;
- j) Fund Financial and Tax Reporting - the preparation, distribution or filing of Partnership-related or investment-related financial statements or other reports, tax returns, tax estimates, Schedule K 1s, or any other administrative, compliance or regulatory filings or reports (including Form PF and any filings or reports contemplated by the Alternative Investment Fund Managers Directive or any similar law, rule or regulation), or other information, including fees and costs of any third-party service providers and professionals related to the foregoing and including reimbursements to Baird and/or its Affiliates for the portions of salaries and employee benefits of employees of Baird and/or its Affiliates that the General Partner determines to be reasonably allocable to accounting and tax services provided by such employees to the Partnership or any other administrative, compliance, regulatory or other Partnership-related reporting or filing, (including Form PF and any filings or reports contemplated by the Alternative Investment Fund Managers Directive or any similar law, rule or regulation);
- k) Fund Portal and Tools - developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Partnership or the Limited Partners;

- l) Data Confidentiality - any activities with respect to protecting the confidential or non-public nature of any information or data, including Confidential Information;
- m) LP Committee and Advisory Boards - to the extent provided in the LP Committee section of the Limited Partnership Agreement, or otherwise approved by the General Partner in its sole discretion, activities or proceedings of the LP Committee or the Strategic Advisory Board (including any reasonable out-of-pocket costs and expenses incurred by representatives of the General Partner, the LP Committee members, Strategic Advisory Board members, permitted observers and other Persons in attending or otherwise participating in meetings of the LP Committee or the Strategic Advisory Board, as applicable);
- n) Indemnification - including any fees, costs and expenses incurred in connection with indemnifying any Partner or other Person pursuant to the Limited Partnership Agreement or otherwise and advancing fees, costs and expenses incurred by any such Person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Agreement, except as otherwise set forth in the Agreement;
- o) actual, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process, including any judgment, other award or settlement entered into in connection therewith;
- p) any annual Limited Partner meeting or other periodic, if any, meetings of the Limited Partners and any other conference or meeting with any Limited Partner(s), in each case to the extent incurred by the Partnership, the General Partner or any other Affiliate of the General Partner;
- q) the Management Fee;
- r) Alternative Investment Vehicles - except as otherwise determined by the General Partner in its sole discretion, any fee, cost, expense, liability or obligation relating to any Alternative Investment Vehicle or its activities, business, portfolio companies or actual or potential investments (to the extent not borne or reimbursed by a portfolio company of such Alternative Investment Vehicle) that would be a Partnership Expense if it were incurred in connection with the Partnership, and any expenses incurred in connection with the formation, management, operation, termination, winding up and dissolution of any feeder vehicles related to the Partnership to the extent not paid by the investors investing in such entities;
- s) the termination, liquidation, winding up or dissolution of the Partnership;
- t) defaults by Partners in the payment of any capital contributions;
- u) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Partnership, the Parallel Fund, the General Partner, the Parallel Fund General Partner and any alternative investment vehicle of the Partnership or the Parallel Fund, including the preparation, distribution and implementation thereof;
- v) Legal / Regulatory Compliance - complying with any law or regulation related to the activities of the Partnership (including regulatory expenses of the General Partner incurred in connection with the operation of the Partnership and legal fees and expenses) and/or (B) any litigation or governmental inquiry, investigation or proceeding involving the Partnership, including the amount of any judgments, settlements or fines paid in connection therewith, except to the extent such expenses or amounts have been determined to be excluded from the indemnification provided for in the Limited Partnership Agreement;
- w) unreimbursed costs and expenses incurred in connection with any Transfer or proposed Transfer contemplated by the Limited Partnership Agreement;
- x) Taxes / Fees / Governmental Charges - any taxes, fees and other governmental charges levied against the Partnership and all expenses incurred in connection with any tax audit, investigation settlement or review of the Partnership (except to the extent that the Partnership is reimbursed therefor by a Reimbursing Partner or such tax, fee or charge is treated as having been distributed to the Partners pursuant to the Limited Partnership Agreement);
- y) distributions to the Partners and other expenses associated with the acquisition, holding and disposition of the Partnership's investments, including extraordinary expenses;
- z) unreimbursed expenses and unpaid fees of the Venture Partners;
- aa) compliance or regulatory matters related to the Partnership, except as otherwise set forth in the Limited Partnership Agreement;
- bb) any travel, lodging, meals or entertainment relating to any of the foregoing, including in connection with consummated and unconsummated investment and disposition opportunities;
- cc) any Organizational Expenses;
- dd) any Placement Fees; and
- ee) any other fees, costs, expenses, liabilities or obligations approved by the LP Committee
- ff) but not including (A) ordinary overhead and administrative expenses that are payable by the General Partner pursuant to the Limited Partnership Agreement, (B) any expenses included as part of the definition of "Investment Contributions," (C) any

expenses solely relating to the registration of the General Partner or its Affiliates as an investment adviser under the Investment Advisers Act, (D) any expenses solely relating to any Form ADV reporting (including updates to Form ADV) or the implementation, preparation or revision of compliance policies adopted by the General Partner or its Affiliate as a registered investment adviser under the Investment Advisers Act and (E) any expenses solely relating to a Securities and Exchange Commission examination of the General Partner or its Affiliate as a registered investment adviser under the Investment Advisers Act. The foregoing shall be Partnership Expenses notwithstanding that they may be specially treated or excluded from being characterized as an expense under GAAP.

*Baird and Affiliate Services to the Fund / Fees without Offset* – notwithstanding anything in the Partnership Agreement to the contrary, Baird and its Affiliates and their respective officers, directors and employees shall be permitted to provide to the Partnerships certain of the services (e.g., accounting, brokerage, administration, valuation, tax) identified in the definition of “Partnership Expenses” and may charge the Partnership therefor; provided that the General Partner in its reasonable discretion believes in good faith that Baird or its Affiliates or their respective officers, directors or employees can provide such services at no greater cost than would be the case if unaffiliated third parties were to provide such services; and provided further that the General Partner shall provide annually to the LP Committee a report listing the aggregate amount of fees (by category of service) paid by the Partnership to Baird, its Affiliates and their respective officers, directors and employees for the preceding fiscal year and any individual fee paid by the Partnership to Baird or its Affiliates or any of their respective officers, directors and employees that exceeds \$150,000. Any fees, compensation or payments (including in the form of options, warrants or other rights to purchase investments in a Portfolio Company or any other non-cash consideration) received by Baird and its Affiliates and their respective officers, directors and employees in connection with the provision of the services described above will not be shared with the Partnership or the Partners and will not reduce Management Fees payable by the Partnership. Baird, in particular, does provide fund-administration services to the Partnership. The cost of these services is also disclosed in the footnotes to the annual audited financial statements of the Partnership.

*Baird and Affiliate Services to Portfolio Companies / Fees without Offset* - notwithstanding anything in the Partnership Agreement to the contrary, Baird and its Affiliates and their respective officers, directors and employees shall be permitted to provide certain services (e.g., underwriting or private placement of securities, merger and acquisition advice, strategic alliance advice, structuring advice, investment banking services, other financial advisory services or consulting services) to Portfolio Companies; provided that, to the extent the Partnership exercises decision making authority with respect to such Portfolio Companies, such services shall only be provided if the General Partner in its reasonable discretion believes in good faith that Baird, or its Affiliates or any of their respective officers, directors or employees can provide such services at a reasonable cost as it relates to the value provided to such Portfolio Company; and provided further that the General Partner shall provide annually to the LP Committee a report listing the aggregate amount of fees (by category of service) paid by Portfolio Companies to Baird and its Affiliates and their respective officers, directors and employees for the preceding fiscal year and any individual fee paid by any Portfolio Company to Baird and its Affiliates or any of their respective officers, directors or employees that exceeds \$150,000. Any fees, compensation or payments (including in the form of options, warrants or other rights to purchase investments in a Portfolio Company or any other non-cash consideration) received by Baird and its Affiliates and their respective officers, directors and employees in connection with the provision of the services described above will not be shared with the Partnership or the Partners and will not reduce Management Fees payable by the Partnership.

Because BVP V only makes minority / non-control investments, the Adviser is not in a position to control the service providers used by its portfolio companies. However, the Adviser intends to encourage the use of such services of Baird or its affiliates when it believes it is in the best interest of the portfolio company.

*Baird Associates Compensated for Solicitation of Investors in the Fund* - the General Partner will enter into solicitation arrangements pursuant to which it will compensate persons, including Principals and employees of Baird or its affiliates, for client referrals that result in the provision of investment advisory services by the General Partner. This payment may give Baird and employees of Baird an incentive to recommend an investment in the Fund based on compensation received, rather than on an investor's needs; however, this compensation, if any, will be paid by the General Partner and not by the investor. To address this potential conflict, the Baird employee recommending the investment in the Fund must make the determination that the investment in the Fund was suitable for that investor. If the investor's investment in the Fund is held in a Baird fee-based account, the investor will not be charged an asset based fee on the value of the investor's BVP V holdings. The Funds may enter into side letters or similar agreements whereby the Funds agree to waive, reduce or vary the Management Fees or carried interest or other performance fees with respect to one or more investors. Any such waiver, reduction or variation may be more favorable to certain investors than to the investors generally.

*Other Fee Arrangements* - the General Partner has not negotiated a fee arrangement other than as described herein with any other investor.

### ***III. Performance-Based Fees and Side-By-Side Management***

After the Fund has achieved reached the 6% preferred return threshold, the General Partner will receive a carried interest or performance fee from investors in the Fund equal to 20% of distributions, including distributions of net cash proceeds from the sale of securities and distributions of securities in kind, together with dividends and interest income received with respect to investments in portfolio companies (as more fully described in the Partnership Agreement). The fact that the General Partner's carried interest is based

on a percentage of distributions may create an incentive for the General Partner to cause the Fund to make riskier or more speculative investments than otherwise would be the case. The significant investment of the members of the investment team (the “Principals”) in the Fund and the Principals’ interest in the carried interest, operate to align, to some extent, the interest of the Principals with the interest of the investors, although the Principals have economic interests in such other investment funds and investments as well and receive management fees and carried interests relating to those interests. The General Partner does not currently manage any Funds that do not charge a performance-based fee.

#### ***IV. Types of Clients***

The General Partner provides investment advice to Private Investment Funds, including the Funds. Private Investment Funds are investment partnerships or other investment entities formed under domestic or foreign laws and operated as exempt investment pools under the Investment Company Act of 1940, as amended (the “Investment Company Act”). The investors participating in Private Investment Funds may include individuals, banks or thrift institutions, other investment entities, pension and profit-sharing plans, trusts, estates or charitable organizations or other corporations or business entities and may include, directly or indirectly, Principals or other employees of the General Partner and its affiliates. Except for the BVP V Affiliates Fund Limited Partnership, the minimum commitment of an investor who is an individual is \$250,000 and the minimum commitment of an institutional investor is \$1 million, although investor commitments of lesser amounts may be accepted at the discretion of the General Partner.

The Funds may include alternative investment vehicles established from time to time in order to permit one or more investors to participate in one or more particular investment opportunities in a manner desirable for tax, regulatory or other reasons. Alternative investment vehicle sponsors generally have limited discretion to invest the assets of these vehicles independent of limitations or other procedures set forth in the organizational documents of such vehicles and the related Fund.

#### ***V. Methods of Analysis, Investment Strategies and Risk of Loss***

The General Partner will provide day-to-day investment advisory services to each Fund. The General Partner employs a disciplined and differentiated investment strategy with well-defined criteria related to industry sector, company stage, risk/return profile, capital requirements and potential value-add. The General Partner focuses on mid-stage companies that have successfully demonstrated technical or business “proof-of-concept.” Typically at this stage, significant technical and start-up risk has been removed, but, in General Partner’s opinion, opportunities for outlier returns remain. Additionally, the General Partner’s dual sector approach across Healthcare and Technology & Services allows the General Partner to construct a diversified portfolio with a complementary mix of intellectual property-oriented product companies and revenue-generating software and service businesses. While the General Partner targets leading companies in our core sectors on a nationwide basis, the General Partner maintains an emphasis on companies and investment opportunities in the Midwest region.

The Investment Team, which consists of six senior investment professionals and a support team of two associates and four Venture Partners, is well-positioned to provide critical support and add value to growing companies in the following areas: Industry Insight: The Investment Team has amassed substantial market information and insights as a result of our long –tenure investing in our target sectors; Executive Network: With the assistance of Baird Capital’s Portfolio Operations team, Baird Capital has developed a network of C-suite executives that can be leveraged as permanent or interim leaders, board members, or advisors for our portfolio companies; Capital Markets: Baird Capital has deep capital markets transaction experience and a broad network of financial and strategic investor relationships, enabling our Investment Team to actively assist our portfolio companies with financing strategies, investor sourcing, and mergers & acquisitions; Global Expansion: Given Baird Capital’s established global footprint and experience with cross-border businesses, we can support portfolio companies through the evaluation and execution of international market entry; and Corporate Relationships: The Investment Team frequently makes customer and partner introductions through our extensive corporate network, including the network of companies served across the Baird platform.

VC uses Venture Partners. The relationship of Venture Partners with Baird is that of an independent contractor. With respect to the Limited Partnership Agreement, Venture Partners are not Active Members, Management Persons, employees or otherwise dedicated resources of Baird or the Adviser. Venture Partners are compensated by the following: a retainer fee paid by the Adviser for fund-level strategic advice, investment sourcing assistance, and investment due diligence assistance, and may also be compensated by portfolio companies for services provided directly to the respective company or companies (e.g., board participation, mentoring and advising management, industry expertise, etc.). Compensation paid by portfolio companies to Venture Partners may include, but may not be limited to, the following forms of compensation: board of director participation fees, stock options or other equity securities and other cash compensation, such as consulting fees. The compensation received by Venture Partners is not used in whole or part to offset the management fee paid by the Fund. In addition, Venture Partners may co-invest their own personal capital in portfolio companies.

An investor should be aware of certain risk factors, which include those described in the Private Placement Memorandum and those include, but are not limited to, the following:



*Business Risks* - the Fund's investment portfolio is expected to consist primarily of securities issued by privately held unseasoned companies, and operating results in a specified period will be difficult to predict. Such investments involve a high degree of business and financial risk that can result in substantial losses.

*Future and Past Performance* - the performance of the the Principals prior investments is not necessarily indicative of the Fund's future results. While the General Partner intends for the Fund to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurances that any targeted internal rate of return will be achieved. On any given investment, loss of principal is possible.

*Investment in Junior Securities* - the securities in which the Fund will invest may be among the most junior in a portfolio company's capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect the Fund's investment once made.

*Concentration of Investments* - the Fund will participate in a limited number of investments and may seek to make several investments in one industry or one industry segment or within a short period of time. As a result, the Fund's investment portfolio could become highly concentrated, and the performance of a few holdings or of a particular industry may substantially affect its aggregate return. Furthermore, to the extent that the capital raised is less than the targeted amount, the Fund may invest in fewer portfolio companies and thus be less diversified.

*Lack of Sufficient Investment Opportunities* - the business of identifying, structuring and completing private equity transactions is highly competitive and involves a high degree of uncertainty. It is possible that the Fund will never be fully invested if enough sufficiently attractive investments are not identified. However, Limited Partners will be required to bear Management Fees through the Fund during the Investment Period based on the entire amount of the Limited Partners' Commitments and other expenses as set forth in the Partnership Agreement.

*Growth Equity Transactions* - the Fund's strategy includes targeting growth-equity investments. While growth-equity investments offer the opportunity for significant capital gains, such investments may involve a higher degree of business and financial risk that can result in substantial or total loss. Growth-equity portfolio companies may operate at a loss or with substantial variations in operating results from period to period, and many will need substantial additional capital to support additional research and development activities or expansion, to achieve or maintain a competitive position, and/or to expand or develop management resources. Growth-equity portfolio companies may face intense competition, including from companies with greater financial resources, better brand recognition, more extensive development, marketing and service capabilities and a larger number of qualified managerial and technical personnel.

*Healthcare Research and Innovation* - the healthcare industry spends heavily on research and development. Research findings (e.g., regarding side effects or comparative benefits of one or more particular treatments, services or products) and technological innovation (together with patent expirations) may make any particular treatment, service or product less attractive if previously unknown or underappreciated risks are revealed, or if a more effective, less costly or less risky solution is or becomes available. Any such development could have a material adverse effect on the companies in which the Fund invests.

*Proprietary Rights* - many target portfolio companies rely on a combination of patent, copyright, trademark and trade secret protection and non-disclosure agreements to establish and protect proprietary rights. There can be no assurance that the Fund or a portfolio company will be able to protect these rights or will have the financial resources to do so, or that competitors will not develop technologies substantially equivalent or superior to a company's technologies, or allege patent infringement by a portfolio company. Piracy or any such allegations may adversely affect portfolio company revenue, particularly outside the U.S. in countries where laws are less protective of intellectual property rights. The absence of harmonized patent laws makes it more difficult to ensure consistent respect for patent rights. Reductions in the legal protection for software intellectual property rights could adversely affect portfolio companies.

*Third-Party Infringement Claims* - the Fund (or an affiliate thereof) or a portfolio company may, from time to time, receive notices from others claiming the Fund (or an affiliate thereof) or such portfolio company has infringed their intellectual property rights. Additionally, portfolio companies may use "open source" software in their products, or may use such software in the future. Such open source software is generally licensed by its authors or other third parties under open source licenses. Licensing authors or third parties may allege that a portfolio company has not complied with the conditions of one or more of these licenses. To resolve these and other intellectual property infringement claims, the Fund and/or portfolio companies may enter into royalty and licensing agreements on terms that are less favorable than currently available, stop selling or redesign affected products or pay damages to satisfy indemnification commitments with customers. These outcomes may cause operating margins to decline. In addition to money damages, in some jurisdictions plaintiffs can seek injunctive relief that may limit or prevent importing, marketing and selling products that have infringing technologies. In some countries, such as Germany, an injunction can be issued before the parties have fully litigated the validity of the underlying patents.

*Impact of Government Regulation, Reimbursement and Reform* - certain industry segments in which the Fund intends to invest, including various segments of the healthcare and technology-enabled industries, are (or may become) (i) highly regulated at both the federal and state levels in the United States and internationally and (ii) subject to frequent regulatory change. Certain segments may be highly dependent upon various government (or private) reimbursement programs. While the Fund intends to invest in companies that seek to comply with applicable laws and regulations, the laws and regulations relating to certain industries, including in particular the

healthcare and technology-enabled industries, are complex, may be ambiguous or may lack clear judicial or regulatory interpretive guidance. An adverse review or determination by any applicable judicial or regulatory authority of any such law or regulation, or an adverse change in applicable regulatory requirements or reimbursement programs, could have a material adverse effect on the operations and/or financial performance of the companies in which the Fund invests. By way of example, the healthcare industry has been, and will likely continue to be, significantly impacted by recent legislative changes, and various U.S. federal, state or local or non-U.S. legislative proposals related to the healthcare industry are introduced from time to time, which, if adopted, could have a significant impact on the healthcare industry in general and/or on companies in which the Fund may invest.

*Illiquidity; Lack of Current Distributions* - an investment in the Fund should be viewed as an illiquid investment. It is uncertain as to when profits, if any, will be realized. Losses on unsuccessful investments may be realized before gains on successful investments are realized. The return of capital and the realization of gains, if any, generally will occur only upon the partial or complete disposition of an investment. While an investment may be sold at any time, it is generally expected that this will not occur for a number of years after the initial investment. Before such time, there may be no current return on the investment. Furthermore, the expenses of operating the Fund (including the Management Fee payable to the General Partner) may exceed its income, thereby requiring that the difference be paid from the Fund's capital, including, without limitation, unfunded Commitments.

*Leveraged Investments* - the Fund may make use of leverage by having a portfolio company incur debt to finance a portion of its investment in such portfolio company, including in respect of companies not rated by credit agencies. Leverage generally magnifies both the Fund's opportunities for gain and its risk of loss from a particular investment. The cost and availability of leverage is highly dependent on the state of the broader credit markets (and such credit markets may be impacted by regulatory restrictions and guidelines), which state is difficult to accurately forecast, and at times it may be difficult to obtain or maintain the desired degree of leverage. The use of leverage by the Fund also imposes restrictive financial and operating covenants on a company, in addition to the burden of debt service, and may impair its ability to operate its business as desired and/or finance future operations and capital needs. The leveraged capital structure of portfolio companies will increase the exposure of the Fund's investments to any deterioration in a company's condition or industry, competitive pressures, an adverse economic environment or rising interest rates and could accelerate and magnify declines in the value of the Fund's investments in the leveraged portfolio companies in a down market. In the event any portfolio company cannot generate adequate cash flow to meet its debt service, the Fund may suffer a partial or total loss of capital invested in the portfolio company, which could adversely affect the returns of the Fund. Furthermore, should the credit markets be limited or costly at the time the Fund determines that it is desirable to sell all or a part of a portfolio company, the Fund may not achieve an exit multiple or enterprise valuation consistent with its forecasts. Moreover, the companies in which the Fund will invest generally will not be rated by a credit rating agency. The Fund may also borrow money or guaranty indebtedness (such as a guaranty of a portfolio company's debt) or otherwise be liable therefor, and in such situations, it is not expected that the Fund would be compensated for providing such guarantee or exposure to such liability. The use of leverage by the Fund also will result in interest expense and other costs to the Fund that may not be covered by distributions made to the Fund or appreciation of its investments. The Fund may incur leverage on a joint and several basis with one or more other investment funds and entities managed by the General Partner or any of its affiliates and may have a right of contribution, subrogation or reimbursement from or against such entities. In addition, to the extent the Fund incurs leverage (or provides such guaranties), such amounts may be secured by assets of the partnerships and / or capital commitments made by the Fund's investors and such investors' contributions may be required to be made directly to the lenders instead of the Fund.

*Focus on Early-Stage and Start-Up Investments* - it is anticipated that the Fund will make investments primarily in start-up and early-stage companies that have inherently greater risk than more established businesses. Accordingly, the growth of these companies may require significant time and effort resulting in a longer investment horizon than can be expected with lower risk investment alternatives. Such investments can experience failure or substantial declines in value at any stage. There is no assurance that such investments by the Fund will be successful.

*Limited Transferability of Fund Interests* - there will be no public market for the Fund interests, and none is expected to develop. There are substantial restrictions upon the transferability of Fund interests under the Partnership Agreement and applicable securities laws. In general, withdrawals of Fund interests are not permitted. In addition, Fund interests are not redeemable.

*Restricted Nature of Investment Positions* - generally, there will be no readily available market for Fund investments, and hence, most of the Fund's investments will be difficult to value. Certain investments may be distributed in kind to the Partners and it may be difficult to liquidate the securities received at a price or within a time period that is determined to be ideal by such Partners. After a distribution of securities is made to the Partners, many Partners may decide to liquidate such securities within a short period of time, which could have an adverse impact on the price of such securities. The price at which such securities may be sold by such Partners may be lower than the value of such securities determined pursuant to the Partnership Agreement, including the value used to determine the amount of carried interest available to the General Partner with respect to such investment.

*Reliance on the General Partner and Portfolio Company Management* - the Fund has no operating history and will be dependent on the General Partner. Control over the operation of the Fund will be vested with the General Partner, and the Fund's future profitability will depend largely upon the business and investment acumen of the Principals. The loss or reduction of service of one or more of the Principals could have an adverse effect on the Fund's ability to realize its investment objectives. In addition, the Principals currently, and may in the future, manage other investment funds besides the Fund and the Principals may need to devote substantial amounts of their time to the investment activities of such other funds, which may pose conflicts of interest in the allocation of the time of the Principals. Limited Partners generally have no right or power to take part in the management of the Fund, and as a result, the investment performance of the Fund will depend on the actions of the General Partner. In addition, certain changes in the General

Partner or circumstances relating to the General Partner may have an adverse effect on the Fund or one or more of its portfolio companies including potential acceleration of debt facilities.

Although the General Partner will monitor the performance of each Fund investment, it will primarily be the responsibility of each portfolio company's management team to operate such portfolio company on a day-to-day basis. Although the Fund generally intends to invest in companies with strong management or recruit strong management to such companies, there can be no assurance that the management of such companies will be able or willing to successfully operate a company in accordance with the Fund's objectives.

*Absence of Operating History* - the Fund has no operating history and will be entirely dependent on the General Partner. Furthermore, there can be no assurance that the Fund's investments will achieve results similar to those attained by previous investments of the Principals. In addition, the Fund's investments may differ from previous investments made by the Principals in a number of respects, including target return levels, level of risk associated with a particular investment, amount invested in a particular company, types of companies within a particular industry sector, amount of leverage used, structure, and holding period.

*Projections* - projected operating results of a company in which the Fund invests normally will be based primarily on financial projections prepared by such company's management, with adjustments to such projections made by the General Partner in its discretion. In all cases, projections are only estimates of future results that are based upon information received from the company and third parties and assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

*Conflicting Investor Interests* - Limited Partners may have conflicting investment, tax, and other interests with respect to their investments in the Fund, including conflicts relating to the structuring of investment acquisitions and dispositions. Conflicts may arise in connection with decisions made by the General Partner regarding an investment that may be more beneficial to one Limited Partner than another, especially with respect to tax matters. In structuring, acquiring and disposing of investments, the General Partner generally will consider the investment and tax objectives of the Fund and its Partners as a whole, not the investment, tax, or other objectives of any Limited Partner individually.

*Need for Follow-On Investments* - following its initial investment in a given portfolio company, the Fund may decide to provide additional funds to such portfolio company or may have the opportunity to increase its investment in a successful portfolio company (whether for opportunistic reasons, to fund the needs of the business, as an equity cure under applicable debt documents or for other reasons). There is no assurance that the Fund will make follow-on investments or that the Fund will have sufficient funds to make all or any of such investments. Any decision by the Fund not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a portfolio company in need of such an investment (including an event of default under applicable debt documents in the event an equity cure cannot be made). Additionally, such failure to make such investments may result in a lost opportunity for the Fund to increase its participation in a successful portfolio company or the dilution of the Fund's ownership in a portfolio company if a third party invests in such portfolio company.

*Non-U.S. Investments* - the Fund may invest in portfolio companies that are organized or headquartered or have substantial sales or operations outside of the United States, its territories and possessions. Such investments may be subject to certain additional risks due to, among other things, potentially unsettled points of applicable governing law, the risks associated with fluctuating currency exchange rates, capital repatriation regulations (as such regulations may be given effect during the term of the Fund), the application of complex U.S. and non-U.S. tax rules to cross-border investments, possible imposition of non-U.S. taxes on the Fund and/or the Partners with respect to the Fund's income, and possible non-U.S. tax return filing requirements for the Fund and/or the Partners.

Additional risks of non-U.S. investments include: (a) economic dislocations in the host country; (b) less publicly available information; (c) less well-developed and/or more restrictive laws, regulations, regulatory institutions and judicial systems; (d) greater difficulty of enforcing legal rights in a non-U.S. jurisdiction; (e) civil disturbances; (f) government instability; and (g) nationalization and expropriation of private assets. Moreover, non-U.S. companies may not be subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those that apply to U.S. companies.

*Non-controlling Investments* - the Fund may hold meaningful minority stakes in privately held companies and in some cases may have limited minority protection rights. In addition, during the process of exiting investments, the Fund at times may hold minority equity stakes of any size such as might occur if portfolio companies are taken public. As is the case with minority holdings in general, such minority stakes that the Fund may hold will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. Where the Fund holds a minority stake, it may be more difficult for the Fund to liquidate its interests than it would be had the Fund owned a controlling interest in such company. Even if the Fund has contractual rights to seek liquidity of the Fund's minority interests in such companies, it may be very difficult to sell such interests or seek a sale of such company upon terms acceptable to the Fund, especially in cases where the interests of the other investors in such company have different business and investment objectives and goals.

## **VI. Disciplinary Information**

There are no legal or disciplinary events that are material to an investor's evaluation of the Fund or the integrity of the General Partner.

## ***VII. Other Financial Industry Activities and Affiliations***

Baird, a Wisconsin corporation and an entity related to the General Partner by virtue of Baird's control of the General Partner, acts as a registered investment adviser to various clients, including individuals, institutions and a registered investment company. Baird is also registered as a broker/dealer. As an investment banking firm, Baird provides a range of mergers and acquisitions advisory, consulting and other business services to its clients, some of which may result in conflicts of interest between the Fund, on one hand, and Baird and certain of its clients, on the other hand. In certain instances, some of such conflicts of interest may be resolved in a manner adverse to the Fund and its ability to achieve its investment objectives. During the Investment Period, the Principals will pursue all appropriate investment opportunities exclusively through the Fund, subject to certain limited exceptions. However, the Principals currently manage several other investment funds and investments similar to those in which the Fund will be investing, and may direct certain relevant investment opportunities to those investment funds and investments, subject to any applicable limitations in the relevant Partnership Agreement. In addition, the Principals may spend a portion of their business time and attention pursuing investment opportunities that do not fall within the investment objectives of the Fund for other investment funds and other than on behalf of the Fund. The Principals and the General Partner's investment staff will continue to manage and monitor such investment funds and investments. The significant investment of the Principals in the Fund and the Principals' interest in the carried interest, operate to align, to some extent, the interest of the Principals with the interest of the Partners, although the Principals have economic interests in such other investment funds and investments as well and receive management fees and carried interests relating to these interests. Such other investment funds and investments that the Principals may control may compete with the Fund or companies acquired by the Fund. Following the Investment Period, the Principals may and likely will focus their investment activities on other opportunities and areas unrelated to the Fund's investments. Baird has a Conflicts of Interest policy that covers each of the general partners of the private equity funds that are registered investment advisers. This policy also covers Baird and its affiliated entities with respect to the dealings with (i) the various limited partnerships of the general partner and (ii) various companies in which the Funds own an interest. In addition, these policies cover Baird associates with respect to their investments in private securities.

As a result of Baird's ownership of the General Partner and the other powers granted to Baird in the General Partner's limited liability company agreement, Baird can influence certain decisions regarding transactions undertaken by portfolio companies of the Funds. In addition, Baird will provide certain services to the Funds, including accounting and fees received for providing such services will not be offset against the management fee. Under the terms of each Fund's Partnership Agreement, Baird may charge the Fund for these services; provided that the General Partner believes in good faith that Baird can provide such services at no greater cost than would be the case if unaffiliated third parties were to provide such services.

The General Partner formed BVP V Affiliates Fund Limited Partnership to allow qualified employees to co-invest alongside the Funds.

Other general partners of private equity funds that are registered investment advisers and controlled by Baird include the following:

Baird Capital Global Fund Management I LP, a partnership organized under the laws of the Cayman Islands, is the general partner of BCGF I Affiliates Fund LP, Baird Capital Global Fund I LP, Baird Capital Global Fund I-DE LP and BCGF I Special Affiliates LP, which makes private equity investments, principally buyout and growth equity investments in lower middle-market companies in the U.S., U.K., as well as companies operating in Asia with operations or growth opportunities in China. Baird Capital Partners Management Company V, LLC, a Delaware limited liability company and an entity related to the General Partner by virtue of common ownership and control, is the general partner of Baird Capital Partners V Limited Partnership, BCP V Special Affiliates Limited Partnership and BCP V Affiliates Fund Limited Partnership, all of which invest in late-stage growth and change of control private equity opportunities. Baird Venture Partners Management Company I, L.L.C., a Delaware limited liability company and an entity related to the General Partner by virtue of common ownership and control, is the general partner of Baird Venture Partners I (B) Limited Partnership which invests in early to growth-stage venture capital opportunities. Baird Venture Partners Management Company III, LLC, a Delaware limited liability company and an entity related to the General Partner by virtue of common ownership and control, is the general partner of Baird Venture Partners III Limited Partnership, BVP III Special Affiliates Limited Partnership and BVP III Affiliates Fund Limited Partnership, which invests in early to growth-stage venture capital opportunities. Baird Venture Partners Management Company IV, LLC, a Delaware limited liability company and an entity related to the General Partner by virtue of common ownership and control, is the general partner of Baird Venture Partners IV Limited Partnership, BVP IV Special Affiliates Limited Partnership and BVP IV Affiliates Fund Limited Partnership, which invests in early to growth-stage venture capital opportunities. Baird Capital Partners Asia Management I Limited Partnership, a partnership organized under the laws of the Cayman Islands, is the general partner of Baird Capital Partners Asia I (Cayman) Limited Partnership, Baird Capital Partners Asia I Limited Partnership and BCPA I Affiliates Fund Limited Partnership, all of which make growth equity investments in smaller, high potential companies with substantial operations and growth opportunities in China. Baird Principal Group Management Company I, LLC, a Delaware limited liability company and an entity related to the General Partner by virtue of common ownership and control, is the general partner of Baird Principal Group Partners Fund I Limited Partnership, which makes co-investments in opportunities supporting private equity firms and experienced private equity professionals in transactions in the United States and possibly Europe. Baird Principal Group Management Company II, LLC, a Delaware limited liability company and an entity related to the General Partner by virtue of common

ownership and control, is the general partner of Baird Principal Group Partners Fund II Limited Partnership, which makes co-investments in opportunities supporting private equity firms and experienced private equity professionals in transactions in the United States and possibly Europe.

Baird Capital Partners Europe Limited, an English limited company and affiliated with Baird, is regulated and authorized by the Financial Conduct Authority and is the manager of certain partnerships formed to acquire businesses and make investments across a range of industry sectors.

#### ***VIII. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading***

The General Partner follows a code of ethics (the "Code") for standards of business conduct and personal securities transactions. The Code restricts, among other things, the direct purchase and sale by employees for their own accounts of securities that have been or are in the process of being purchased or sold for client accounts within certain limits. The Code also addresses the approval of associate accounts, trading policy, outside brokerage accounts, reporting of securities and transactions. Personal securities transactions by employees who manage client accounts are required to be conducted in a manner that assures that the interests of the clients take precedence. All personal securities transactions must be conducted in a manner as to avoid any actual or potential conflict of interest or any abuse of an individual's position of trust and responsibility. If you would like a copy of the Code, please contact Scott Skie at (312) 609-4664 and it will be provided to you at no charge.

Principals and employees of the General Partner and its affiliates may directly or indirectly own an interest in Private Investment Funds including the Fund. In addition, the General Partner may recommend the purchase or sale of securities for client accounts in which one or more of its members, officers, directors, employees (and members of their families) or affiliates ("affiliated persons"), directly or indirectly, have a position or interest, or which an affiliated person buys or sells for himself or herself. Such transactions also may include trading in securities in a manner that differs from or is inconsistent with the advice given to the clients of the General Partner or the Funds. The significant investment of the Principals in the Fund and the Principals' interest in the carried interest, operate to align, to some extent, the interest of the Principals with the interest of the investors, although the Principals have economic interests in other investment funds and investments as well and receive management fees and carried interests relating to those interests.

Certain employees of Baird, the Adviser and their affiliates and other individuals, including Operating Partners, are being offered the opportunity to participate in a loan program to fund their investments in BVP V. These individuals included members of the investment team for the Fund. 1:1, 2:1 and 3:1 loans will be provided by a third party independent financial institution through an agreement between the borrower and the financial institution. The third party independent financial institution is requiring Baird to provide a guarantee for amounts lent to all non-US citizens and for individuals who borrow an amount to create greater than 1:1 leverage.

Baird, as a broker/dealer, investment banker and investment adviser, continually engages in various securities transactions and trading activities, which could create a conflict of interest with clients. Prior to the final closing of the Fund, Baird may warehouse transactions for the Funds as more fully described in the Partnership Agreement. Also, each of Baird's investment advisory departments has internal procedures in place to ensure that Baird will not act in a principal capacity for any transaction in a client's account absent appropriate prior client approval of the transaction. Accordingly, when acting as an investment adviser, Baird generally acts only in an agent capacity in transactions effected for client accounts. The advisory agreements entered into by clients for the respective Baird investment advisory departments, where applicable, disclose the possibility of Baird's role in potential transactions and the possible conflicts. Each customer confirmation discloses the capacity in which Baird served in the transaction and whether Baird is a market maker in the issue.

#### ***IX. Brokerage Practices***

The General Partner typically invests in private companies and generally purchases and sells such companies through privately-negotiated transactions with or without the use of brokers or dealers. Baird may be used as a broker-dealer for such transactions.

The General Partner will typically only engage in public securities transactions when disposing of securities that have become publicly traded. In the event that the General Partner engages in a public security transaction, the General Partner will consider a number of factors in selecting a broker-dealer, including: (i) the commission charged (taking into consideration the size of the order and the price of the security), (ii) the broker-dealer's execution capabilities with respect to the security and (iii) the broker-dealer's general reputation and ability to execute an order in appropriate time frame (i.e., the overall responsiveness of the broker-dealer). Although the General Partner generally seeks competitive commission rates, it will not necessarily pay the lowest commission or commission equivalent. The General Partner does not consider, in selecting broker-dealers, the receipt of research from broker-dealers. The General Partner, consistent with its duty to seek best execution, will generally use Baird to effect security transactions. The General Partner does

not engage in soft dollar arrangements and therefore did not acquire any products or services with client brokerage commissions within the last fiscal year.

From time to time, the General Partner may, but is not obligated to, purchase or sell securities for several client accounts at approximately the same time. Such orders may be combined or "batched" to facilitate obtaining best execution and/or to reduce brokerage commissions or other costs. Batched transactions are executed in a manner intended to ensure that no participating client of the General Partner is favored over any other client. When an aggregated order is filled in its entirety, each participating client account generally will receive the average price obtained on all such purchases or sales made during such trading day. When an aggregate order is partially filled, the securities purchased or sold will normally be allocated on a pro rata basis to each client account participating in such buy or sell order in accordance with the amount of securities originally requested for such account. Each client account generally will receive the average price obtained on all such purchases or sales made during such trading day. Exceptions to pro rata allocations are permissible provided they are fair and equitable to clients over time.

#### ***X. Review of Accounts***

Investments of the Fund made by the General Partner generally are long-term in nature and illiquid. Accordingly, the review process is generally not directed toward short-term sell decisions. However, the General Partner closely monitors companies in which its Funds invest and generally will maintain an ongoing oversight position in such companies.

The Fund will provide to its Limited Partners (i) annual audited and quarterly unaudited financial statements, (ii) annual tax information necessary for each Limited Partner's tax return, and (iii) quarterly information describing each new portfolio company investment or the occurrence of any material event relating to any portfolio company investment.

#### ***XI. Client Referrals and Other Compensation***

Interests in the Fund will be sold to Limited Partners through licensed Baird Financial Advisors. Baird Venture Partners Management Company V ("BVPMC V") will compensate Baird Financial Advisors for referring clients who make a commitment to Baird Venture Partners V Limited Partnership or BVP V Special Affiliates Limited Partnership (collectively, "Baird Venture Partners V") and were accepted by BVPMC V. The compensation structure consists of two alternatives, the Standard Commission and the Asset Based Fee. Under the Standard Commission structure, Baird Financial Advisors will be paid a commission based upon the size of the client's commitment to Baird Venture Partners V. The Baird Financial Advisor will earn an aggregate commission of 3% of the client's commitment to Baird Venture Partners V. The Baird Financial Advisor earns a commission of 1% of the client's commitment to Baird Venture Partners V at the time of closing on the client's commitment to Baird Venture Partners V and 40 basis points of the client's commitment to Baird Venture Partners V over each of the next five years for an aggregate commission of 3%. Under the Asset Based Fee structure, Baird Financial Advisors will not be paid based upon the amount of the client's commitment to Baird Venture Partners V, but rather will be paid based on the client's capital account balance in Baird Venture Partners V. During the term of Baird Venture Partners V, the Baird Financial Advisor will be paid annually at the rate of 65 basis points based on the client's average quarterly capital account balance, provided that the total compensation to the Baird Financial Advisor under the Asset Based Fee structure does not exceed the total payment under the Standard Commission structure (i.e., 3% of the client's commitment to Baird Venture Partners V). All such compensation is paid by the General Partner and is not borne by any Limited Partner.

Certain Baird Financial Advisors will invest in BVP V Affiliates Fund Limited Partnership. The BVP V fund consists of three limited partnerships: BVP V Affiliates Fund Limited Partnership, Baird Venture Partners V Limited Partnership and BVP V Special Affiliates Limited Partnership. Certain Baird Financial Advisors will invest in BVP V Affiliates Fund Limited Partnership and solicit clients to invest in Baird Venture Partners V Limited Partnership or BVP V Special Affiliates Limited Partnership.

#### ***XII. Custody***

The General Partner maintains custody of each Fund's assets with Baird, a qualified custodian, to the extent required by the Investment Advisers Act and in accordance with guidance issued by the SEC from time to time. If the Limited Partner has a Baird account, the Limited Partner will receive accounts statements from Baird and Limited Partners should carefully review those statements. Limited Partners should also compare the statements received from Baird with the statements received from the General Partner.

#### ***XIII. Investment Discretion***

As the General Partner provides advisory services to the Funds, the General Partner does not tailor its advisory services to the needs of individual investors nor does it permit individual investors to impose restrictions on investing in certain securities or types of securities. Investors grant discretionary authority to the General Partner to make investments for the Funds. In connection with making a commitment to the Funds, an investor is required to execute a power of attorney granting the General Partner authority to act on the investor's behalf.

#### ***XIV. Voting Client Securities***

In accordance with SEC requirements, the General Partner has adopted Proxy Voting Policies and Procedures (the "Proxy Policy") to address how the General Partner will vote proxies for each Fund's portfolio investments. The Fund Partnership Agreement grants the General Partner the authority to vote proxies on behalf of the Fund. The Policy seeks to ensure that the General Partner votes proxies (or similar instruments) in the best interest of the Funds, including when there may be material conflicts of interest in voting proxies. The General Partner generally believes its interests are aligned with each Fund's investors through the General Partner's Principals' beneficial ownership interests in the Funds. In the event, however, there is or may be a conflict of interest between the General Partner and the Fund in voting proxies, the General Partner may address the conflict using several alternatives, including by seeking the approval or concurrence of a Fund's advisory board on the proposed proxy vote or through other alternatives set forth in the Proxy Policy. The General Partner does not consider service on portfolio company boards by General Partner personnel or the General Partner's receipt of management or other fees from portfolio companies to create a material conflict of interest in voting proxies with respect to such companies. In addition, the Proxy Policy sets forth certain specific proxy voting guidelines the General Partner follows when voting proxies on behalf of the Fund. If you would like a copy of the Proxy Policy or information regarding how the General Partner has voted proxies on behalf of the Fund, please contact Scott Skie at (312) 609-4664 and it will be provided to you at no charge.

#### ***XV. Financial Information***

The General Partner's financial condition is such that there is no reasonable likelihood that it will impair the General Partner's contractual commitments to the investor.

#### ***XVI. Additional Information***

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who is an investor. In connection with this requirement, we will ask you for certain information that will allow us to identify you, which is typically provided in the subscription agreement. A corporation, partnership, trust or other legal entity may need to provide other information such as its principal place of business, local office, certified articles of incorporation, a partnership agreement or a trust agreement. We may be required to disclose this information pursuant to applicable laws, rules or regulations, but it will otherwise be retained in confidence according to our privacy policy.

The General Partner's Privacy Notice which includes, but is not limited to, information on the sources of non-public information, disclosure of information and information security is available upon request.