

Set-U	p Form
-------	--------

This Vestima Set-Up Form (hereafter "SUF") is entered into between:

who operates as Order Handling Agent (hereafter "OHA");

and Clearstream Fund Centre S.A., a *société anonyme* incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42 Avenue J.F. Kennedy, L-1855 Luxembourg and registered with the Trade and Companies Register of Luxembourg under number B 261691, who operates as Market Infrastructure Provider (hereafter "MIP"); individually referred to as a "Party" and together "the Parties".

Date

The purpose of this SUF is to define

New OHA

Amendment to the SUF dated

### Vestima participant set-up

The MIP shall set-up the following Vestima participants:

Participant id 1 (assigned by the MIP)

Function/funds covered

Participant id 2 (assigned by the MIP)

Function/funds covered

Master participant<sup>1</sup> id (assigned by the MIP)

MIP internal reference (assigned by the MIP)

<sup>&</sup>lt;sup>1</sup> This simplifies on-line access to multiple Vestima participants and requires special arrangement with the MIP.

<u>(</u>	Coverage and pr	ocessin	
The OHA will accept orders for the following investment funds <sup>2</sup>			
Automated settlement instructions <sup>3</sup>	Yes	No	
Standard reply time for confirmations [hours] <sup>4</sup>			

Accepted order types <sup>5</sup>			
			<u>Connectivity</u>
Subscription by quantity	Yes	No	Selected
Subscription by amount	Yes	No	Selected
Redemption by quantity	Yes	No	Selected
Redemption by amount	Yes	No	Selected
Switch by quantity	Yes	No	Selected
Switch by amount	Yes	No	Selected
Cancellation requests	Yes	No	

 $<sup>^{2}\,</sup>$  Please list fund families here and attach list of supported share classes.

<sup>&</sup>lt;sup>3</sup> Choose whether Vestima shall generate settlement instructions.

<sup>&</sup>lt;sup>4</sup> Usual number of hours after fund deadline when confirmations are issued.

<sup>&</sup>lt;sup>5</sup> When using 'Selected', please provide separate document with details of which order types and/or settlement options are accepted for the selected group(s) of funds.

	Settlement options <sup>6</sup>			
DvP at the MIP on account <sup>7</sup>	Yes	No	Selected	
DvP at another place of settlement	Yes	No	Selected	
Place of settlement BIC				
Account				
FoP at the MIP on account <sup>8</sup>	Yes	No	Selected	
FoP at another place of settlement	Yes	No	Selected	
Place of settlement BIC				
Account				
FoP type	Prepaid			
Settlement currencies <sup>8</sup>				
Max. number of decimal places <sup>9</sup>		As per prospectus		
Special settlement conditions				

## **Connectivity**

Regular connectivity<sup>10</sup>

Swift ISO 20022

Swift ISO 15022

File Transfer ISO 15022

Replies of positive validation is required Yes

Νo

In addition, Internet browser access is always provided.

### **Swift**

Swift address (BIC or DN) for messages exchanged with the MIP

<sup>&</sup>lt;sup>6</sup> When using 'Selected', please provide separate document with details of which order types and/or settlement options are accepted for the selected group(s) of funds.

<sup>&</sup>lt;sup>7</sup> Please provide a Power of Attorney if the OHA is not the owner of the account.

<sup>&</sup>lt;sup>8</sup> Please list all relevant currencies, conditions for individual funds may still apply.

Yestima allows up to 6 decimal places.

<sup>&</sup>lt;sup>10</sup> Please provide additional documentation if the regular connectivity option doesn't apply to all funds.

### File Transfer

Type of File Transfer installation

New installation, information from the File Transfer application form<sup>11</sup>

Company name

Date of signature

Existing installation

File Transfer user id (ou or DN)

Variant via Internet

via Swiftnet FileAct

via VPN

CFS Portal access via internet browserType of Internet browser log-in

CFS Portal common access<sup>12</sup>

New installation, information from the CFS Portal application form 13

Company name

Date of signature

Existing installation

Existing Organisational Unit (OU)

Internet browser usage			
Authorisation levels for order processing			
Acknowledgement	2 eyes	4 eyes	
Confirmation	2 eyes	4 eyes	
Cancellation of confirmation	2 eyes	4 eyes	
Order cancellation request	2 eyes	4 eyes	

<sup>&</sup>lt;sup>11</sup> For new installations of CFS Portal and/or File Transfer via Internet, application forms are available on the MIP's website.

<sup>&</sup>lt;sup>12</sup> Please provide names and addresses of the CFS Portal Initial Administrators in the technology contacts section.

# Fax

For contingency handling

Fax number for messages sent by the MIP

Fax number for messages sent by the OHA, if different

For exceptional order handling

Applies to fund(s)

Fax number for messages sent by the MIP

Fax number for messages sent by the OHA, if different

Reporting

Vestima participant id for reports (assigned by the MIP)

Report direct to appointed fund agent Yes No<sup>13</sup>

Preferred method of retrieval Browser File Transfer<sup>14</sup>

Swift address (BIC) for transparency of transactions report<sup>15</sup>

Include CBF accounts in reporting Yes<sup>16</sup> No

Report request(s), please note that some of the following services are specified in the MIP's fee schedule.

Transparency of holdings<sup>17</sup> for institution (Dep/TA) (assigned by the MIP)

Version XML Express (CSV)

To be generated on the 5<sup>th</sup> 10<sup>th</sup> last business day(s) each month

Transparency of transactions<sup>18</sup>, select one or more transaction types

Secondary market

Primary market, transactions settled against the FIA

Corporate actions related

Fund management reporting service (FMRS)<sup>19</sup>, with daily and monthly frequencies and daily granularity

Standard package:

- Statement of holdings including Zero Position
- Statement of transactions including Euroclear Bank accounts

Statement of holdings

Statement of transactions

Other subscription options as specified in attached documentation

<sup>&</sup>lt;sup>13</sup> When selecting No, an officially appointed agent shall provide a Power of Attorney. Not relevant to the published fund list.

<sup>&</sup>lt;sup>14</sup> Report retrieval using File Transfer is offered as a supplement and browser retrieval is always possible.

<sup>&</sup>lt;sup>15</sup> The alternative retrieval method is File Transfer.

<sup>&</sup>lt;sup>16</sup> Include Clearstream Banking AG (CBF) positions held on CBF's CASCADE settlement platform.

<sup>&</sup>lt;sup>17</sup> Transparency of holdings reports may include information supplied by the MIP's clients and/or other third parties ("Subaccount Information"). The MIP shall ensure that any Subaccount Information is accurately reproduced. The MIP is otherwise not responsible for any Subaccount Information.

<sup>&</sup>lt;sup>18</sup> Requires CFF documentation.

<sup>&</sup>lt;sup>19</sup> Requires either CFF documentation or FMRS contract.

<u>Billing</u> <sup>20</sup>			
The OHA authorises the MIP to collect fees and charges by debiting the following account held at the MIP			
Account number			
Account owner <sup>21</sup>			
VAT number			
Billing address			
Company			
Name			
Address 1			
Address 2			
Telephone			
Use of the MIP's billing portal Yes No			
Printing and mailing of invoices: the OHA is informed that the printing and mailing of invoices will be outsourced by			

Printing and mailing of invoices: the OHA is informed that the printing and mailing of invoices will be outsourced by the MIP. The OHA hereby gives power of attorney to the service provider appointed by the MIP to collect from the MIP the number of instructions and all other information that is needed for the invoicing, together with our name, address and account number. This power of attorney is granted for the duration of the contractual relationship.

OHA operational contacts				
First operational contact for day-to-day operations, enquiries on individual orders				
Company, if not OHA				
Name				
Telephone				
Email				
Second operational contact for day-to-day operations, enquiries on individual orders				
Company, if not OHA				
Name				
Telephone				
Email				
Operational management, first-level escalation				
Company, if not OHA				
Name				
Telephone				
Email				

<sup>&</sup>lt;sup>20</sup> If relevant to the services requested by the OHA.

<sup>&</sup>lt;sup>21</sup> Please provide a Power of Attorney if the OHA is not the owner of the account.

	OHA technology contacts <sup>22</sup>
Business co	ontact person
Nar	me
Titl	le
Em	nail
Technical c	contact person
Nar	me
Titl	le
Em	nail
CFS Portal	Initial Administrator (1)
Nar	me
Titl	le
Em	nail
CFS Portal	Initial Administrator (2)
Cor	mpany, if not OHA
Nar	me
Tel	ephone
Em	nail

# OHA management Company, if not OHA Name Telephone Email Project management Company, if not OHA Name Telephone Email Email Email Email Email Email Telephone Email

<sup>&</sup>lt;sup>22</sup> For information only. Please refer to the CFS Portal application form and to the File Transfer via Internet application form.

OHA authorised signatures <sup>23</sup>				
Your attention is drawn to the Terms on the following page. Signed for and on behalf of the OHA.				
Place	Date			
Authorised signature	Authorised signature			
Name	Name			
Title	Title			

 $<sup>^{23}</sup>$  One authorised signature is required; two can be used as per the OHA's own corporate policies.

- 1. These Terms clarify the responsibilities of the MIP and the OHA in routing Orders. These Terms shall not alter the OHA's legal obligations towards the relevant Fund or its promoter.
- The MIP and the OHA warrant that they: i) Comply with applicable laws and regulations; ii) Have the
  authorisations and capacity to commit to these Terms which constitutes a legal, valid and binding
  obligation upon the MIP and the OHA.
- 3. The OHA warrants that: i) It is a legal entity appointed by the relevant Fund or Funds; ii) It acts in accordance to its contracts with the Fund or Funds.
- 4. Orders will be routed by the MIP to the OHA in the name and on behalf of Orders Issuers ("OI"). The MIP shall not become principal in relation to the Orders.
- 5. The MIP shall check that the Orders originate from the OI indicated in the Order and are complete. The MIP shall ensure that the content of the Order is as instructed by the OI. The MIP is otherwise not responsible for the content of the Order.
- 6. Orders received from the OI shall be made available to the OHA upon receipt by Vestima.
- 7. The decision to accept and process or reject any Order remains with the OHA. The OHA will reject any Orders for which it does not act as Order Handling Agent.
- 8. When accepting Orders, the OHA agrees to process Orders that shall be placed either on the MIP 's own account or on the third party accounts (that is, for accounts that are not in the name of the MIP but in the name of a MIP's Vestima client in the Fund Register), subject to written approval of the account holder if required.
- 9. The MIP and the OHA are not obliged to execute an instruction/confirmation if they believe that to do so will or may contravene any law or regulation.
- 10. The MIP shall validate and route to OIs the Order status reports and confirmations of processed Orders, upon receipt of such confirmations from the OHA.
- 11. The MIP may refuse to route any confirmation that is incomplete or incorrect based on the information provided in this SUF or subsequent detailed set-up documentation exchanged between the parties. The OHA shall be solely responsible for any error it has made in composing or transmitting a confirmation, regardless of the means of communication used. The MIP shall bear no responsibility for the consequences of late or incomplete confirmations.
- 12. The MIP and the OHA may rely conclusively upon and shall incur no liability whatsoever in respect of any action taken or any action not taken by the MIP and the OHA upon a communication believed in good faith by the MIP and the OHA to be genuine or to be signed by properly authorised persons. In the event that facsimile is used as a communication medium and in the event that the MIP or the OHA, acting in good faith (and in the absence of gross negligence in the verification of such facsimile instruction or wilful default or misconduct by the MIP or the OHA), receives and acts in accordance with any facsimile instruction purported to be issued by the MIP or the OHA, the MIP or the OHA hereby agrees to indemnify fully and keep fully indemnified the OHA or the MIP (as the case may be) against any loss of any nature whatsoever, arising directly as a result of the MIP or the OHA acting upon facsimile instructions.
- 13. The MIP and the OHA shall be liable for direct damages, loss, or expenses arising out of or caused by their respective failure to fulfil their obligations under these Terms. They shall not be liable for any indirect or unforeseeable damages, loss, or expense.
- 14. The MIP shall not be responsible for third-party software and equipment. Save for its gross negligence in the maintenance of software and equipment within its reasonable control, the MIP further does not warrant that the connection to the Vestima Web Browser Interface, to Swift and the connection under the direct file transfer will be uninterrupted or error free.
- 15. Neither of the parties shall be liable to the other party for any loss, damage or penalty incurred by the other party as a result of an event beyond the party's reasonable control, including, but not limited to, war, insurrection, riots, civil or military conflict, sabotage, fire, water damage, acts of God, accident, explosion, failure of any telecommunication provider; the failure to perform, for any reason, of the OI's or the OHA's counterparty; reversal order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority) or self-regulatory organisation.

- 16. The OHA is not granted any title, right, interest, ownership right or intellectual property right of whatever nature in the materials provided in relation to Vestima. As such, the OHA shall not copy, translate, modify, enhance, improve, develop or adapt any materials provided and shall not remove any trademark, trade name, copyright notice or other proprietary notice from the materials.
- 17. The OHA shall be responsible for safeguarding the materials and all copies received in relation to this SUF including any backup copies.
- 18. Without prejudice to term 19, each party undertakes to protect and keep strictly confidential all information provided to it under this SUF, unless;
  - (i) such information would be publicly available before the disclosure through no fault of either party;
  - (ii) such party is under a legal or regulatory obligation to disclose such information; or
  - (iii) such party has been requested by any legal, regulatory, governmental body in any jurisdiction to disclose such information.
- 19. Save as provided above, no information provided under this SUF shall be disclosed to any unauthorised party without the other party's express written consent. This obligation shall survive termination of these Terms for a period of five years.
- 20. The OHA shall provide to the MIP all information that the MIP may require for submission to legal, regulatory or market authorities, as and when so required. By providing such information, the OHA shall warrant the completeness and accuracy of such information and shall authorise the MIP to act upon such information in good faith, including, but not limited to, the transmission of such information to pertinent authorities or the provision of declarations, affidavits or certificates of ownership in connection with routing of orders and the set-up of Vestima.
- 21. The OHA shall use any information provided by the MIP in connection with this SUF within the strict limit of its intended purpose. More specifically, unless otherwise requested by the MIP, the OHA warrants that any information transferred by the MIP to the OHA shall not be used by the OHA to modify in any way the name in which the Investment Funds Shares are registered with the Fund register.
- 22. Each party shall provide the other in writing with any proposed amendment to the information in this SUF at least 10 business days prior to the effective date of the said amendment. Each party reserves the right to refuse any such amendment. Such rejection shall be notified in writing within 10 business days of the receipt of the amendment.
- 23. The MIP reserves the right to amend these Terms by notifying the OHA in writing by mail of any such amendment and of the effective date thereof. The OHA shall be deemed to have received the relevant notification ten business days after it has been mailed to the then current mailing address on file at the MIP for the OHA. Unless the OHA informs the MIP in writing to the contrary within ten business days following the receipt of the MIP's notice, the OHA shall be deemed to have accepted such amendments.
- 24. Each party shall be entitled to terminate these Terms at any time with three month's prior notice or with immediate effect and without prior notice in the event that the other party breached its obligations or warranties under the present Terms. The MIP shall be entitled to terminate these Terms at any time with immediate effect if the OHA's function or status (i) has been terminated or (ii) has been adversely affected.
- 25. The MIP may engage third parties as sub-service providers to provide any of the Vestima facilities.
- 26. Except as may be expressly provided therein, this SUF between MIP and the OHA are for the benefit solely of MIP and the OHA. No other party (including, without limitation, any client, participant or other entity on whose behalf the OHA may be acting) shall have or be entitled to assert any rights, claim or remedies against MIP or the OHA.
- 27. If any provision of these Terms or this SUF is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions shall nevertheless remain in full force and effect so long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to both the OHA and MIP.
- 28. Neither the MIP nor the OHA may assign or transfer any of its rights and obligations hereunder to any third party without the prior written consent of either MIP or the OHA.
- 29. These Terms shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Parties will submit to the exclusive jurisdiction of the competent Luxembourg courts for any litigation which may arise.