

Fund Management Reporting Service Agreement

This Agreement is made between:

Clearstream Fund Centre S.A., a company incorporated with limited liability under the laws of Luxembourg, established and having its registered office at:

The Square, 42 avenue J.F. Kennedy, L-1855 Luxembourg
RC Luxembourg B-261691,

hereinafter referred to as “**Clearstream Fund Centre**” or “**CFCL**”;

and

Registered company name [full name],

Address

City

Post code

Country

Legal Entity Identifier (LEI) [if applicable]

WHEREAS:

1. The Recipient requests to receive from Clearstream Fund Centre reports related to statement of holdings and statement of transactions with settled positions of certain clients (i) for which Clearstream Fund Centre is acting as nominee in the relevant fund register and (ii) who have invested into investment funds managed by the Recipient or for which the Recipient is the appointed transfer agent as outlined in the official prospectus of the fund (hereinafter referred to as the “Reporting”). The information which will be disclosed by Clearstream Fund Centre in accordance with the terms of this agreement are of confidential nature under the laws of Luxembourg and the Recipient agrees to treat it accordingly.
2. Clearstream Fund Centre agrees to provide the Reporting under the conditions provided in this Fund Management Reporting Service Agreement (hereinafter referred to as the “**Reporting Agreement**” or “**Agreement**”).

Now, therefore, it is hereby agreed as follows:

1. Representations and warranties

- 1.1 The Recipient represents and warrants that it is the management company of the fund or the appointed transfer agent that is entitled to request and collect the Reporting from Clearstream Fund Centre.
- 1.2 The Recipient further warrants that the Reporting requested fully complies with the terms of the prospectus of the fund.
- 1.3 The Recipient warrants that the Reporting requested shall be used only for reconciliation purposes or for trailer fees and dividend calculations or to ensure the operation of the fund. Any other use of the Reporting or the information contained herein is forbidden.
- 1.4 The parties warrant that the Reporting Agreement constitutes a legal, valid and binding obligation upon the Recipient.

2. Duties and obligations of Clearstream Fund Centre

- 2.1 Clearstream Fund Centre shall make reasonable efforts to make the Reporting available through the Vestima platform (internet browser access) or Xact file transfer. In order to have access to these reports, the recipient shall complete the relevant application forms.
- 2.2 Clearstream Fund Centre reserves the right not to provide, and shall not be held liable for not providing, Reporting relating to a Clearstream Fund Centre client that has opted not to authorise such disclosure of its name, position and movement information under the terms of the Updated Disclosure Policy for Investment Funds published and amended by Clearstream Fund Centre from time to time.
- 2.3 Clearstream Fund Centre shall rely solely on the ISIN codes that have been correctly notified to it in writing.
- 2.4 Clearstream Fund Centre may provide either statements of holdings or statements of transactions. Statements of holdings are generated with daily and monthly frequencies with daily granularity.

When the reporting period for statement of holdings and statement of transactions is monthly, the statements are compiled and available after the end of the month (daily or monthly positions) as per the Recipient's query and as determined in the Agreement.

Monthly reporting periods shall always start on the first business day of the month, as applicable.
- 2.5 The availability of statement of holdings or statement of transactions to the Recipient shall be subject to Clearstream Fund Centre's discretion. The requested reporting period shall not start before the third business day after receipt by Clearstream Fund Centre of the signed Reporting Agreement. Clearstream Fund Centre shall therefore make reasonable efforts to make reports available as from the end of the chosen Reporting period.
- 2.6 It is expressly understood by the Recipient that the Reporting shall list the holdings of the customers for which Clearstream Fund Centre acts as nominee in the relevant fund register and not of the beneficial owners of the fund shares.
- 2.7 Upon request of the Recipient, Clearstream Fund Centre shall make reasonable efforts to provide information from Reporting periods before the date of signature of this Agreement.

3. Duties and obligations of the Recipient

- 3.1 The Recipient shall provide Clearstream Fund Centre with the current and/or new ISIN relating to the funds for which the Recipient requests Reporting.
- 3.2 The Recipient undertakes to protect and keep strictly confidential all information provided to it under this Agreement, unless such information would be publicly available before the disclosure through no fault of the Recipient. No information provided under this Agreement shall be disclosed by the Recipient to any unauthorised party without the prior written consent of Clearstream Fund Centre.

- 3.3 The Recipient shall ensure that the Reporting it requested is used only for reconciliation purposes or for trailer fees and dividend calculations or to ensure the operation of the fund. The Recipient shall not make any other use of the Reporting or the information contained herein.
- 3.4 In case the Recipient wishes to delegate the collection of the Reporting to a fund agent or to a third party, the Recipient, will do so via the power of attorney here annexed. Clearstream Fund Centre will not accept any request from a fund agent or a third party if not documented as per the attached power of attorney.

4. Liability

- 4.1 Either party shall be responsible for any breach of representations and warranties and shall be liable to the other party for any loss, damage, claim, expense or costs suffered by the other due to a misrepresentation or a breach of warranty.
- 4.2 Neither party shall be liable for indirect or consequential damages.
- 4.3 Except as otherwise provided by this Agreement, the Recipient shall be liable and will indemnify and hold Clearstream Fund Centre harmless for any loss, damage, claim, expense or cost incurred or suffered by Clearstream Fund Centre resulting from a breach of this Agreement by the Recipient.
- 4.4 It is understood and agreed by the Recipient that Clearstream Fund Centre is not liable for the accurateness and completeness of the information contained in the Reporting.

5. Fees

- 5.1 The Recipient shall be charged and shall pay the fees as per the Fee Schedule publicly made available by Clearstream Fund Centre on its website "www.clearstream.com" and flagged as a governing document.
- 5.2 Clearstream Fund Centre is authorised to amend at any time the Fee Schedule with at least one month's prior notice, as outlined in the following sentence. A change in the Fee Schedule shall be communicated through the alerts section on Clearstream Fund Centre website "www.clearstream.com". The subscription of these alerts is at the discretion of the Recipient.

6. Termination

- 6.1 Each party may terminate this agreement at any time with one month's notice to the last day of a month.
- 6.2 This Agreement will be terminated with immediate effect and without prior notice in case of breach of this Agreement by the other party.
- 6.3 This Agreement shall immediately be terminated in the event of termination of the Power of Attorney for any reason whatsoever.

7. Amendment

Except as otherwise provided in this Agreement, any amendment shall be agreed in writing by both parties.

8. Assignment

The Recipient is not authorised to transfer or assign any rights and obligations of this Agreement to any third party without the prior written consent of Clearstream Fund Centre.

9. Disclaimer

The information contained in the Reporting are for general information purposes only and should not be relied on or treated as a substitute for specific reporting which the Clearstream customer may get. Clearstream Fund Centre makes no warranties, representations or undertakings about any of the content of the Reporting including, without limitation, any as to the quality, accuracy, completeness or fitness for any particular purpose of such Reporting. Although Clearstream Fund Centre makes reasonable efforts to update the information on the Reporting, Clearstream Fund Centre makes no representations, warranties or guarantees, whether express or implied, that the content on the Reporting is accurate, complete or up to date.

10. General provisions

- 10.1 If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the relationship contemplated hereby is not affected in any manner adverse to both the Recipient and Clearstream Fund Centre. Upon such a determination that any term or other provision is invalid, illegal or incapable of being enforced, Clearstream Fund Centre shall modify this Agreement so as to effect the original intent of both parties as closely as possible and in an acceptable manner.
- 10.1 Appendices, forming an integral part of the Agreement, are only valid in connection with the Agreement and shall remain in force as long as the Agreement remains in force. In the event of contradiction or discrepancies between the Agreement and the Appendices, the Agreement shall prevail.
- 10.2 Titles of articles under this Agreement are for convenience only and shall not form part of the present Agreement.
- 10.3 Clearstream Fund Centre may engage third parties to provide any of the services and obligations to be provided by Clearstream Fund Centre hereby.

11. Governing law

This Agreement shall be governed by and construed in accordance with Luxembourg law and any dispute shall be submitted to the exclusive jurisdiction of Luxembourg.

12. Enclosures

Power of Attorney (for completion under the letterhead of the Recipient).

Done in Luxembourg in two originals on _____.

By and on behalf of Clearstream Fund Centre S.A.:

Authorised Signature

Authorised Signature

Name

Name

Fund Management Reporting Service Agreement

By and on behalf of _____ [*Recipient full name*]:

Authorised Signature

Authorised Signature

Name

Name

Power of Attorney

Attn: Clearstream Fund Centre société anonyme ("Clearstream Fund Centre")

This Power of Attorney will become effective from _____ [date].

Registered company name [full name],

Address

City

Post code

Country

Legal Entity Identifier (LEI) [if applicable]

acting in its role of management company of the ISIN codes in scope of the Reporting or as the appointed transfer agent of the ISIN codes in scope of the Reporting (hereinafter, the "Recipient").

The Recipient hereby appoints

Registered company name [full name],

Address

City

Post code

Country

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as its attorney (the "Attorney") to collect from Clearstream Fund Centre the Fund Management Reporting Service. The Recipient warrants that this Power of Attorney complies with the terms and conditions of the relevant prospectus of the ISIN codes in scope of the Reporting.

The Recipient hereby agrees that it shall be fully liable to Clearstream Fund Centre for any and all obligations created on its behalf pursuant to the authority or purported authority of this Power of Attorney and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this Power of Attorney.

Each of the Recipient and the Attorney hereby agree that Clearstream Fund Centre shall not be held liable for any or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Recipient or the Attorney.

The Recipient and the Attorney hereby agree to hold harmless and not make any claim against Clearstream Fund Centre for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Attorney of all or any part of information related to the ISIN codes in scope of the Reporting.

This Power of Attorney is irrevocable and shall remain valid until notice of termination received by Clearstream Fund Centre by registered letter duly signed by the Recipient or until termination of Clearstream Fund Centre's Fund Management Reporting Service Agreement, whichever comes earlier. Any termination by registered letter shall take effect one week after receipt of the notice by Clearstream Fund Centre or such other later date specified in the notice accordingly.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Fund Management Reporting Service Agreement.

This Power of Attorney is governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg.

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Power of Attorney (cont)

(continued from previous page)

On behalf of the Recipient:

Authorised Signature

Authorised Signature

Name

Name

Title

Title

Place

Date

The Attorney hereby certifies that he accepts this Power of Attorney and all obligations and responsibilities provided in this Power of Attorney.

On behalf of the Attorney:

Authorised Signature

Authorised Signature

Name

Name

Title

Title

Place

Date