GENERAL TERMS & CONDITIONS

These General Terms and Conditions govern all the Services, business and contractual relationships between the Contracting Party(ies) and UI efa S.A ("UI efa").

UI efa and the Contracting Party(ies) together hereinafter referred to as the "**Parties"** and each a "**Party**".

1. DEFINITIONS, INTERPRETATION AND SCOPE

1. Definitions and interpretation

1993 Law means the Luxembourg law of 5 April 1993 on the financial sector, as amended.

2004 Law means the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended.

AML/CTF means anti money laundering and counter-terrorist financing.

AML/CTF Regulations means the 2004 Law, CSSF Circular 13/556, the Grand-Ducal regulation of 1 February 2010, CSSF Regulation n° 12-02 of 14 December 2012 on the fight against money laundering and counter-terrorist financing and any other current or future Luxembourg laws, Grand Ducal regulations, CSSF Circulars and Regulations, as well CSSF guidelines and instructions and binding court decisions, and EU Directives or Regulations and guidance issued by the EU competent authorities related to AML/CTF, as may be amended from time to time.

Agreement means any written agreement (including its schedules or annexes as amended, varied, and supplemented from time to time) entered into between the Contracting Party(ies) and UI efa, where UI efa has been appointed by the Contracting Party(ies) to provide the Services. For avoidance of any doubt, these General Terms and Conditions form integral part of the Agreement.

Applicable Laws means any laws and regulations of the Grand Duchy of Luxembourg which are in force for the duration of the Agreement and which apply to the Agreement, including without limitation, laws, grand-ducal regulations, any governmental circulars and regulations, including, the CNPD, as well CSSF guidelines and instructions and binding court decisions. It also refers to any EU Regulations in force and guidance issued by the EU competent authorities.

Authorised Person means (i) any person that has been appointed by one Party, by notice in writing to the other Parties, to act on its behalf in the performance of any act, discretion or duty under the Agreement, or (ii) any person holding a duly executed power of attorney from one Party, which is in a form acceptable to the other Party.

Business Day means any day where Luxembourg banks are open for business.

Business Hours means, on a Business Day, the hours comprised between 8:30 A.M CET (herein referred to as "Opening of Business") and 5:30 P.M. CET (herein referred to as "Close of Business").

Contracting Party(ies), means the Party or the Parties other than UI efa, that has/have entered into the Agreement with UI efa and that has/have appointed UI efa to provide the Services.

CSSF means the *Commission de Surveillance du Secteur Financier*, the financial supervisory authority of Luxembourg.

Effective Date means the date on which the Agreement enters into force.

Fee Schedule refers to a separate document agreed between UI efa and the Contracting Party(ies), that indicates the fees for the Services and describes UI efa's pricing policy in relation to the Services. The Fee Schedule forms integral part of the Agreement.

***Force Majeure* Event** means an act of God, fire, epidemic, pandemic, flood, civil or labour disturbance, strike, war, terrorism, act of any governmental authority or other act threat of any authority, legal constraint, fraud or forgery (other than on the part of a Party), or any other unpreventable, unpredictable event beyond the control of any Party, or any other event within the meaning of the article 1148 of the Luxembourg Civil Code, as interpreted by Luxembourg Courts.

Gross Negligence means a *faute lourde* (as this term is construed by Luxembourg courts) made by UI efa that would not have been made by a Luxembourg service provider while performing the same duties in accordance with Good Industry Practice.

Good Industry Practice means the level of skill, care and diligence that would reasonably be expected from a Luxembourg service provider performing the same or substantially similar duties and obligations as those to be performed by UI efa pursuant to the Agreement towards the Contracting Party(ies).

Proper Instruction means an instruction received by an Authorised Person which UI efa can consider to be genuine and authentic and on which UI efa may rely to act on behalf and in the interests of the Contracting Party(ies).

Service Schedule(s) refers to the description of the Services subscribed by the Contracting Party(ies) and for which UI efa is appointed. The Services Schedules are enclosed in the Agreement.

Services refers to Services for which UI efa is appointed in the Agreement and which are described in a correspondent Service Schedule.

Services Offer(s) means the document that may have been sent to the Contracting Party(ies) and that contains indicative services offers from UI efa based on the information provided and requests for Services by the prospective clients. Services Offer(s) is not a contractual document and does not constitute a commitment from UI efa to enter into a contractual relationship with a prospective client.

UI Group means Universal- Beteiligungs- und Servicegesellschaft mbH, incorporated under the law of Germany, having its registered office at Europa-Allee 92-96, 60486 Frankfurt am Main (Germany) and registered with the Commercial Register of the Local Court of Frankfurt am Main under number 106142 ("UI"), together with all UI's branches and direct or indirect subsidiaries.

Any article in these General Terms and Conditions must be read and interpreted so as to comply with Applicable Luxembourg Laws relating to professional secrecy and confidentiality.

Words in the singular include the plural and vice versa. The words "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.

In these General Terms and Conditions, unless otherwise specified or the context otherwise requires, a reference to a person includes a reference to governments, foundations, individuals, legal entities, firms, partnerships, companies, corporations, associations and organizations (in each case irrespective of whether or not they have a separate legal personality).

Capitalised terms used in these General Terms and Conditions not otherwise defined herein shall have the same meaning as in the Agreement.

2. Scope of the General Terms and Conditions

These General Terms and Conditions shall exclusively apply to Services provided by UI efa, in accordance with the Agreement.

In case of conflict or discrepancies between these General Terms and Conditions and the remaining provisions of the Agreement, the provisions of the General Terms and Conditions shall prevail, unless otherwise specifically agreed between the Parties in the Agreement.

2. GENERAL PROVISIONS

1. To receive advice

Should UI efa be at any time in doubt as to any action to be or not to be taken by it, it may, upon approval from the Contracting Party(ies), seek advice (including legal advice) at the reasonable expenses of the Contracting Party(ies) and may, but shall not be required to, act thereon. UI efa shall not be liable towards the Contracting Party(ies) if it acted in accordance with such advice.

2. To take legal action

UI efa shall not be required to take any legal action, unless (i) it is fully indemnified to its reasonable satisfaction for all costs and liabilities in connection thereto, and (ii) if the Contracting Party(ies) requires UI efa to take an action which, in UI efa's opinion, might make UI efa liable for the payment of money or liable in any other way. In such cases, as a prerequisite to take such legal action, UI efa shall be indemnified by the Contracting Party(ies) in an amount and form that UI efa deems satisfactory.

3. To be indemnified

The Contracting Party(ies) agrees to indemnify and hold harmless UI efa and its officers, directors and employees against any and all costs, expenses (including reasonable legal fees) and losses which may be suffered or incurred by UI efa or any such persons, by reason of (i) UI efa's performance or non-performance of its obligations and duties under the Agreement occurring when complying with the Contracting Party(ies)'s Proper Instructions, and/or (ii) Contracting Party(ies)' breach of its obligations under the Agreement. Such indemnification is not due to UI efa if such costs, expenses and losses suffered by UI efa are the consequence of UI efa's, or UI efa's personnel, Gross Negligence or wilful default.

In the event of a Data Subject, a local authority's or any third party's claim, litigation, action or proceeding directed against UI efa for any actual or alleged breach of Data Protection Law (save if caused exclusively by UI efa), the Contracting Party(ies) hereby undertake to (i) file without delay as a party to the related claim, litigation, action or proceeding to the extent permitted under Applicable Laws and (ii) defend, indemnify and hold UI efa harmless.

4. To receive information

The Contracting Party(ies), or any of its appointed Authorised Person(s), shall provide UI efa all information required or necessary in order for UI efa to perform properly its obligations under the Agreement and comply with Applicable Laws, including but not limited to information concerning the investments and disposals made by or on behalf of the Contracting Party(ies).

5. To delegate

UI efa may under its full responsibility, control and in compliance with any Applicable Laws, at its own costs delegate to a UI Group entity or a third party company all or part of the Services to be provided by UI efa pursuant to the Agreement.

In addition to the above, UI efa may subcontract in accordance with the provisions Applicable Laws, certain of its tasks and activities to UI Group entity or third party services providers whether regulated or not, and which can be located in Luxembourg or abroad.

Information and description on the activities and tasks currently subcontracted by UI efa, the location of the subcontracting, the names of the subcontractors and the type of data exchanged are made available on UI efa's website (https://www.universal-investment.com/-/media/Ulefa/outsourcing-arrangements.pdf).

UI efa shall ensure that any subcontracted third party has the appropriate and sufficient technical skills and experience and, if required, authorisation to carry out the subcontracted activities and tasks. In all cases, the subcontracted tasks and activities are put in place and monitored by UI efa in compliance with Applicable Laws.

Except where the Applicable Law requires UI efa to obtain the prior approval, UI efa will notify the Contracting Party(ies) by mail, email, or other means agreed between the Parties, one (1) month before any changes to the subcontracted activities or tasks becomes effective. The updated information on outsourced tasks and activities will be made available on UI efa's website (https://www.universal-investment.com/-/media/Ulefa/outsourcing-arrangements.pdf). The Contracting Party(ies) has this one (1) month period from the notification to object. From the expiry of this delay, the Contracting Party(ies) is considered having accepted the change.

6. To receive remuneration

The Fee Schedule, which is part of the Agreement, contains the fees for the Services subscribed by the relevant Contracting Party(ies), UI efa pricing policy and the automatic indexation. The fees for the Services indicated in the Fee Schedule are normally reflecting what has been agreed between UI efa and the Contracting Party(ies) in the Service Offer (if any) and are established in accordance with the Contracting Party(ies) demands, characteristics, and, where relevant, volumes. In case at the time of the Effective Date there are additional Contracting Party(ies)'s specific demands, or changes of characteristics and volumes, the Fee Schedule may differ from the Service Offer and will be amended accordingly.

In case of multiple Contracting Parties, the Fee Schedule indicates which of them shall pay UI efa's invoices (i.e. "Fee Payor").

In addition to the fees for the Services, UI efa is entitled to receive compensation for any reasonable disbursements and out-of-pocket expenses, including without limitation expenses linked to telephone, fax, cable, communications network, postage expenses, designing, printing circulars and any other documents, and the costs of publication of any reports, incurred by UI efa while carrying out its functions, to the extent such out of pocket expenses are neither ordinary nor inherent to the Services provided and already covered in UI efa's fees.

7. Authorised Persons

The Contracting Party(ies) may from time to time designate persons or entities to act for and on behalf of the Contracting Party(ies) and provide Proper Instructions to UI efa (individually an "**Authorised Person**" and collectively the "**Authorised Persons**"). An Authorised Person will only be entitled to provide Proper Instructions to UI efa if all required identification documents in respect to that Authorised Person have been satisfactorily submitted to UI efa's attention for review and acceptance. For this purpose, a signed copy of the resolution of the representing and/or governing body of the Contracting Party(ies), containing the rights and powers, as well as the name and specimen signature of any Authorised Person shall be received and accepted, by UI efa as conclusive evidence of the authority of such Authorised

Person to give Proper Instructions to UI efa. UI efa will consider this resolution as evidence, in full force and effect, until receipt of written notice to the contrary. It will be the Contracting Party(ies)'s responsibility to provide such evidence to the contrary.

The Contracting Party(ies) expressly agrees that any Proper Instruction, and/or electronic request, data or information sent to UI efa (including through UIefaNet platform) by an Authorised Person will legally bind the Contracting Party(ies), which will be fully liable for all acts or omissions of Authorised Persons as if they were performed by the Contracting Party(ies) itself. The Contracting Party(ies) is responsible for ensuring that all Authorised Persons it appoints comply at all times with these General Terms and Conditions, the Agreement and with any other commonly agreed rule governing the relationship between the Parties, as agreed from time to time.

Any Authorised Person is expressly authorised by the Contracting Party(ies), and will be deemed by UI efa as authorised to receive all information, including statements, and all other documents related to the Services that UI efa would otherwise provide only to Contracting Party(ies).

8. Proper Instructions

A Proper Instruction is any written instruction, secured computer transmission, or any other agreed electronic means or facsimile transmission signed or issued by legal representative(s) or Authorised Persons of the Contracting Party(ies), acting within the powers conferred to them.

A Proper Instruction sent by mail or courier shall be deemed to have been received by UI efa within the customary time period for the delivery of the relevant type of mail or courier. Proper Instructions sent by email, fax or by any other agreed electronic means shall be deemed to have been received by UI efa on the day such communication is received by UI efa. Any Proper Instruction received by UI efa after the Close of Business on a Business Day is treated as having been received at the Opening of Business on the following Business Day.

It is expressly agreed that the Contracting Party(ies) will promptly notify in writing UI efa regarding any change of the Contracting Party(ies)'s legal representatives and Authorised Persons, even if such change has been published into any official support. Furthermore, UI efa will not be held responsible to verify (i) the electronic signature for any instructions received by an electronic mean such as SWIFT, FTP or web site (including the UIefaNet Platform) and (ii) that such electronic signature complies with the Contracting Party(ies)'s internal signature policies .

UI efa may rely on, and treat as genuine, any Proper Instruction reasonably believed by UI efa to have been received by the Contracting Party(ies) or an Authorised Person and shall not be compelled to seek further confirmation. If UI efa doubts on the truthfulness and reliability of a Proper Instruction, it shall immediately inform the Contracting Party(ies), indicate the reasons of its doubts, and seek for further confirmations from the Contracting Party(ies). UI efa is authorized to accept and execute Proper Instructions received by email or any other agreed electronic means until written notice to the contrary is sent to UI efa from the Contracting Party(ies).It will be the Contracting Party(ies)'s responsibility to provide such evidence to the contrary. The Contracting Party(ies) assumes all risks arising from an error in communication resulting from the use of such communication means, as further specified in clause 12 "Data Security" here below.

9. Audit and Due Diligence

The Contracting Party(ies) may request to UI efa, by a prior communication sent reasonably in advance, for the purposes of exercising its due diligence and ongoing monitoring activities, to (i) access to data and documents relating to the Services performed for the Contracting Party(ies), provided that such access does not contravene the Applicable Laws, and (ii) perform on-site visit to take place during normal Business Hours. The Contracting Party(ies) shall mention the points under review, and data, books and records to which the Contracting Party(ies) may need to access, knowing that UI efa will only grant access to systems, books and records relating to the Contracting Party(ies).

The Contracting Party(ies) can request an independent auditor to perform this ongoing due diligence and on-site visits on its behalf. In such case, the Contracting Party(ies) commits on behalf of the

independent auditor to maintain confidentiality of the disclosed information and data, or UI efa may request the independent auditor to sign a written confidentiality commitment.

The Contracting Party(ies) acknowledges that the right to access and to perform on-site visits, as described above, are also extended for the statutory auditor of the Contracting Party(ies) and to the CSSF (or any other national competent authority of the Contracting Party(ies)).

UI efa commits to cooperate in good faith with the Contracting Party(ies), its statutory auditor, and the CSSF (or any other national supervisory authority), as the case may be, for the purposes and for the duration of the above described audit and due diligence.

10. Business Continuity

UI efa is responsible for and shall have implemented a business continuity plan in order to resume its critical business functions in a timely manner after a disruptive event that may adversely impact UI efa to comply with its duties under the Agreement.

Tests are performed on a yearly basis: disaster recovery plan tests aim at confirming that all production applications can be operated from each site individually, while business continuity plan tests allow UI efa to confirm that all responses to business disruption scenarios are adequately covered in order to render its services fully operational again.

Up-to-date description of UI efa's continuity plan and test reports are available upon the Contracting Party(ies)'s prior request.

11. Confidentiality and Retention of Documents

Notwithstanding any more stringent obligations of UI efa under Luxembourg professional secrecy rules, the Parties shall not disclose to any person, unless authorised by the relevant Party to receive the same, any information relating to the other Party(ies) or to the affairs of such Party(ies) of which the receiving Party(ies) obtains during the existence of this Agreement. Notwithstanding the foregoing, the Parties may be compelled to or authorised by Applicable Laws, or by any court of competent jurisdiction, to disclose information on the other Party to any authority (including for avoidance of doubt by the police), or government body, either before or after the termination of the Agreement. The Parties shall use their best endeavours and take all appropriate protection measures to prevent any unauthorised disclosure of confidential information.

For the specific purpose of relieving UI efa from its obligation to secrecy pursuant to the 2nd subparagraph of paragraph (2a) of Article 41 of the 1993 Law, and in line with clause 5 "To delegate", the Contracting Party(ies) specifically accepts the subcontracting arrangements as detailed on UI efa's website (https://www.universal-investment.com/-/media/Ulefa/outsourcing-arrangements.pdf) disclosing the activities and tasks subcontracted by UI efa, the location of the subcontracting, the names of the subcontractors and the type of data exchanged. The Contracting Party(ies) hereby expressly authorises UI efa to transfer and disclose to such subcontractors any information relating thereto.

Where the outsourcing arrangements involve the transfer of information related to investors, the Contracting Party(ies) undertakes to promptly inform any existing, prospective and future investors, and related parties, of its above described acceptance and of the consequences thereof, by sharing with them UI efa's website link with all relevant information (https://www.universal-investment.com/-/media/Ulefa/outsourcing-arrangements.pdf).

UI efa is authorised to maintain all accounts on computer records and to produce at any time during the course of legal proceedings, administrative, police or regulatory inspection, copies or reproductions of these documents made by photographic, photostatic or data processing methods subject to normal verification procedures.

UI efa may collect and use confidential information containing Personal Data in order to comply with its obligations towards the Contracting Party(ies) related to the provision of the Services and to comply its legal obligations on fraud and crime prevention in compliance with AML/CTF Regulations.

UI efa may also, for the purpose of global management of legal and reputational risks relating to money laundering and terrorist financing, grant access to confidential information to internal control functions within the UI Group.

The Parties accept and acknowledge that through the duration of the Agreement each Party may, under its entire responsibility and costs, request the professional assistance of contractors, such as law firms, advisors, etc., which may have access to confidential information of the other Party. Each Party warrants to the other that these contractors are bound by to the same, or substantially similar, duties of confidentiality as those described herein. In this context, the Contracting Party(ies) releases UI efa from its professional secrecy duty and expressly authorises UI efa to transmit to its contractors involved in any way whatsoever in the Services provided by UI efa any data which may be covered by the professional secrecy to the extent that (i) the communication of such information is necessary for UI efa or such person to comply with its obligations or to perform its mission as agreed with UI efa or the Contracting Party(ies), as relevant; and (ii) such person is subject by the law to a professional secrecy obligation or is bound by a confidentiality agreement. This authorisation is limited to the period necessary for UI efa or such person to comply with its obligations or perform its mission.

The Contracting Party(ies) hereby authorises UI efa to use, process and share within the UI Group certain Contracting Party(ies)'s information (including contact details, personal data, financial information, and any information regarding the business relationship with the Contracting Party(ies)) for the purposes of (i) UI efa and UI Group prospecting for business and marketing their services and products to the Contracting Party(ies), or to other existing or prospective client and (ii) intragroup financial controlling.

At any time, the Contracting Party(ies) may object in writing or withdraw their consent to the processing of their data for the purposes of marketing, commercial development or financial controlling.

The Contracting Party(ies) understands and accepts that any person to which data is transferred under this clause is subject to a legal obligation of professional secrecy and/or is bound by a confidentiality agreement. The Contracting Party(ies), however, acknowledges and accepts that these persons may not be subject to Luxembourg professional secrecy rules and that professional secrecy obligations applicable to them may be less stringent than Luxembourg professional secrecy legislation. In certain circumstances and despite their confidentiality undertakings, they may be legally bound to provide the data to third parties or authorities.

The Contracting Party(ies) acknowledges that, following termination of the Agreement, UI efa will retain the documents and data of the Contracting Party(ies) for the duration provided by Applicable Laws. Upon expiration of the retention period, the Contracting Party(ies) authorises UI efa to automatically destroy all information and data, except if otherwise agreed in writing.

12. Data security

The Contracting Party(ies) shall treat sensitive information with the appropriate level of confidentiality and shall transmit information through secured channels.

For such purposes, UI efa may provide a secure remote access to UI efa's Platforms, as defined below depending on the type of services subscribed by the Contracting Party(ies). The general terms and conditions governing the use of such platforms will be directly available for the Contracting Party(ies)'s review, acknowledgment and acceptance upon access to the platform.

The Contracting Party(ies) assumes all risks related or linked to the usage of emails (or any other agreed electronic means) if it elects such communication means to send Proper Instructions to UI efa or to share with UI efa confidential information. Therefore, the Contracting Party(ies) releases UI efa from any claim it may have as a result of any unauthorised copying, recording, reading or interference with that document, data or information contained in the electronic communication, as well as for any delay or non-delivery of any document or information and for any damage caused to the Contracting Party(ies)'s

systems or any files caused by such electronic transfer, except in case of Gross Negligence, fraud or wilful default on UI efa's part.

UI efa's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of UI efa as currently conducted, and is not known by UI efa to contain any material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. UI efa has implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, operation, redundancy and security of all IT Systems and data, including "Personal Data," used in connection with their businesses. UI efa is unaware of any breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. UI efa is presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

UI efa shall notify the Contracting Party, by telephone, electronic mail or such other method of prompt communication as may be available under the circumstances, of the occurrence of any event that results in any unauthorized access to or modification of, loss or misuse of, or impairment of the integrity or availability of, information pertaining to IT Systems maintained by UI efa that has affected UI efa's performance under this Agreement, as soon as practicable after becoming aware of such occurrence.

13. Access to UI efa Platforms

For the purposes of this clause, "UI efa Platform(s)" shall mean secured web-based platform(s) of UI efa, or managed by UI efa via a license agreement with a third party, to which the Contracting Party(ies) may have access through the duration of the Agreement.

In order to access to UI efa Platform, after UI efa has sent to the Contracting Party(ies) identification elements (such as, username, password, physical token or digital token, etc.), each user appointed by the Contracting Party(ies) (including but not limited to the Authorised Persons) must agree to UI efa Platform's access terms and conditions. The Contracting Party(ies) is responsible for its appointed users' use of the UI efa Platform and will take reasonable steps to ensure that their use of the Platform complies with the terms of the provisions of this clause, as well as UI efa Platform's access terms and conditions.

Non-compliance by the Contracting Party(ies) or any of its appointed users with the provision of this clause and UI efa Platform's access terms and conditions will be considered by UI efa as a material breach of the Contracting Party(ies)'s obligations arising from the Agreement and will give rise to the right of UI efa to immediately suspend and/or terminate the concerned service.

The Parties expressly agree that UI efa shall retain and remain the sole owner of any intellectual property (IP) rights associated with UI efa Platform. Accordingly, UI efa grants to the Contracting Party(ies) a limited, non-exclusive, non-transferable, non-sub licensable, temporary license to access and use UI efa Platform in accordance with the provisions of this clause and the UI efa Platform's access terms and conditions.

All the information included in UI efa Platform will remain confidential, except where the disclosure of such information to the public authorities, or to the Contracting Party(ies)'s appointed recipients is required in relation with the Services. The Contracting Party(ies) expressly agrees that UI efa shall make this information available to public authorities, if required. UI efa will use all reasonable efforts to ensure that confidential data uploaded and the access to UI efa Platform are kept adequately secure, by taking various security measures, particularly as regards the identification elements sent to the Contracting Party(ies).

Through the entire duration of the Agreement, UI efa may modify the features and functionality of UI efa Platform. The Contracting Party(ies) hereby acknowledges that its access to and use of UI efa Platform will be via the internet only. Counterparty shall take reasonable steps to prevent unauthorized access to UI efa Platform, including without limitation by protecting and instructing its appointed users to protect passwords and login information. Counterparty shall promptly notify UI efa if it becomes aware of any unauthorized use of UI efa Platform and will reasonably cooperate with UI efa to remediate such breaches.

14. Non-Exclusivity

The Services of UI efa are performed for the Contracting Party(ies) on a not exclusive basis. UI efa and any of UI efa's employees, officers and directors, as well as UI efa's contractors, working on the Contracting Party(ies)'s files shall be free to render similar services to others.

15. Right of use of name

The Parties agree not to use the name and/or logo of each other, and/or of the UI Group (including Universal Investment brand), except when required for the purposes of performing or receiving the Services. Any usage, including but not limited for marketing purposes, requires the prior consent of the other Party.

When the use of the name and/or logo of the other Party, and/or of the UI Group (including Universal Investment brand), is justified by the legitimate interests of the other Party to receive or perform the Service, the following conditions shall apply:

- the right to use the other Party's name and/or logo is granted on a non-exclusive basis,
- the use of the name and/or logo will be considered lawful as far as in compliance with standards and specifications as notified by the other Party(ies);
- the name and/or logo will not be altered in any way;
- the use of the name and/or logo will terminate automatically upon termination of the Agreement.

16. Personal Data Protection

UI efa undertakes to comply with the Applicable Laws in connection with personal data processing as further described in the Personal Data Protection Agreement annexed to the Agreement.

3. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the power, authority and regulatory authorization(s) to enter into the Agreement.

UI efa employs sufficient personnel with the skills, knowledge and expertise necessary for the performance of the Services and the appropriate organisational structure for the relevant tasks. The persons who effectively conduct the business of UI efa have good standing and repute, appropriate theoretical knowledge and appropriate practical experience.

UI efa has adopted all reasonable and appropriate measures and procedures to properly identify, manage and monitor potential conflicts of interests that may arise between itself and Contracting Party(ies).

UI efa has adopted all reasonable and appropriate measures and procedures so that any complaints (i.e. expression of dissatisfaction) raised by UI efa's counterparts is properly identified, managed and monitored.

4. LIABILITIES

1. Liabilities

None of the Parties hereto shall knowingly do or commit any act, matter or things, which would or might prejudice or bring into disrepute in any manner the business or reputation of any of the other Party(ies), their representatives, employees, and agents.

Each Party undertakes to perform its duties under this Agreement to the best of its ability and knowledge and with the degree of diligence and skills customarily exercised by professionals operating in the same field.

Without prejudice to Applicable Laws, UI efa shall be held liable hereunder for any actions, costs, claims, direct damages, expenses or legal fees (the "**Losses**" or "**Loss**") incurred by the Contracting Party(ies) only to the extent that the Losses are the direct consequences of UI efa's wilful default, bad faith, fraudulent behaviour or Gross Negligence.

The Parties agree that the liability of UI efa is limited to direct damages and does not include indirect, consequential or punitive damages ("*prejudice indirect ou en cascade*").

Notwithstanding any other provision of this Agreement, UI efa will not be liable:

- for Losses due to the failure of UI efa to properly discharge its obligations under this Agreement, if UI efa failure has been caused or contributed by the Contracting Party(ies), an Authorised Person or any other person which is not a delegate, an affiliate or an employee of UI efa;
- for any Loss arising from any data, information and contents received from third parties (including the Contracting Party(ies)) and for any delay in providing the Services under this Agreement resulting from the action or inaction of any person other than UI efa's delegate, affiliate or employee (including the Contracting Party(ies) and Contracting Party(ies)'s appointed specialised service providers, financial information providers or any other professional);
- for the execution by UI efa of a Contracting Party(ies)'s Proper Instruction;
- for any Loss suffered by the Contracting Party(ies) due to the Contracting Party(ies)'s usage of non-secure channels for the transmission of the confidential information;
- for malfunction of equipment or software (except where such malfunction is primarily and directly attributable to a Party's gross negligence in maintaining the equipment or software), inability to obtain or interruption of external communications facilities.

Without prejudice to the Applicable Laws, the Contracting Party(ies) shall be held liable for any Losses incurred by UI efa which are direct consequences of infringement by the Contracting Party(ies) of its duties under the Agreement.

These general liability and indemnity obligations shall be read in conjunction with special liability and indemnification terms and conditions that may be included into the Services Schedules.

2. *Force Majeure* Event

No Party shall be held liable, nor provide indemnification, for any delay or failure to perform any of its obligations hereunder to the extent such delay or failure is caused by a *Force Majeure* Event affecting itself or any of its employees, delegates, affiliates, and agents. All time periods or deadlines defined within or in connection with the Agreement will be suspended and/or extended for the duration of the *Force Majeure* Event.

The Party(ies) affected by a *Force Majeure* Event shall immediately notify the other Party(ies) in writing of the occurrence of such *Force Majeure* Event, the duration of such event, if known, and the termination of the event.

Over the entire duration of the Force Majeure Event the Parties undertake to perform all necessary and reasonable actions under their control in order to limit the extent of the damages and adverse consequences for the other Party(ies).

If the *Force Majeure* Event, affecting a Party(ies) or any of its employees, delegates, affiliates, and agents continues for a period exceeding thirty (30) calendar days, the other Party(ies) is entitled to terminate the Agreement in accordance with the conditions set out below, upon written notice with no cause.

5. FINAL PROVISIONS

1. Change of Circumstances on the Services

The Parties acknowledge and agree that the provision of Service(s) may need to be adapted in order to reflect any change in the Applicable Laws and UI efa's systems and processes.

If UI efa considers that it is necessary to adapt one or more specific Services in order to comply with any changes in the Applicable Laws, UI efa will notify the Contracting Party(ies) of these adaptations. If the Contracting Party(ies) does not formally object to these adaptations within thirty (30) Business Days from UI efa's notification, these adaptations will be deemed to have been accepted by the Contracting Party(ies).

2. Duration

These General Terms and Conditions shall enter into force between the Parties as from the Effective Date as indicated in the Agreement.

3. Termination

Each Party may terminate the Agreement by sending to the other Party(ies) a prior written notice delivered or dispatched by registered mail in accordance with the timelines indicated in the Agreement.

Notwithstanding the above, if there has been a notice to remedy a material breach of any clause contained in the Agreement or a gross negligence which has not been remedied within thirty (30) calendar days from the written notice thereof, the Party who sent such notice of material breach may terminate the Agreement with immediate effect at any time, upon written notice delivered or dispatched by registered mail to the other Party.

The Agreement shall be immediately terminated upon any Party being declared bankrupt or becoming subject to a similar procedure of compulsory liquidation or administration except if otherwise provided by the Applicable laws.

In case of liquidation of one of the Contracting Party(ies), as the case may be, UI efa will continue to perform the Services in accordance with the provisions of the Agreement until the completion of the liquidation process, unless the liquidator of the Contracting Party in liquidation instructs UI efa otherwise.

Independently of the cause of termination, the Contracting Party(ies) shall pay or procure the payment to UI efa of all pending invoices, and any reasonable costs, expenses and disbursements incurred by UI efa on behalf and/or for the benefit of the Contracting Party(ies). Should any pending invoices be challenged by the Contracting Party(ies), the latter undertake to swiftly reach an agreement with UI efa within thirty (30) calendar days from the termination's notification.

For avoidance of any doubt, UI efa shall be entitled to receive all fees and other expenses accrued or incurred by UI efa up to the date of the termination of the Services and until all Services and/or migration out to another service provider has been duly terminated.

On termination and/or migration out to another service provider date, if all pending invoices are duly paid, UI efa, in accordance with Proper Instructions, shall deliver or procure delivery to Contracting Party(ies), or the new service provider, or any other person designated by the Contracting Party for such purpose, all documentation, register or other data, any securities or other properties, as well as any deeds or other documents belonging to the Contracting Party(ies) which are in the possession of, or deposited with UI efa.

4. Assignment

No Party may transfer or assign all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, except if the transfer of all assets and liabilities is made by operations of laws to a third party which become its legal successor.

5. Cooperation with authorities

The Contracting Party(ies) acknowledge(s) that according to article 40 of the 1993 Law, UI efa shall provide the fullest possible response to, and cooperation with, any lawful request or demand which may be addressed to UI efa by the public authorities, responsible for applying the Applicable Law in the exercise of their powers.

The Contracting Party(ies) furthermore acknowledges, that UI efa is subject to AML/CTF Regulations, and, therefore, obliged to fully cooperate with the Luxembourg authorities responsible for AML/CTF by providing them, at these authorities' request, all the necessary information on the Contracting Party(ies). Furthermore, Contracting Party(ies) understands and acknowledges that any act or omission that may potentially lead UI efa to suspect money laundering or financing of terrorism will be communicated, at UI efa's own initiative, to the State Prosecutor to the District Court of Luxembourg–City (*Tribunal d'Arrondissement de et à Luxembourg*) and/or the CSSF.

6. Complaint Handling

The Contracting Party(ies) acknowledges its right to file an official complaint against UI efa in accordance with the provisions of the CSSF Circular 16-07 of 11 November 2016. In compliance with such circular UI efa has published on its website a "complaint policy" (https://www.universal-investment.com/-/media/UIefa/Complaint-policy.pdf) that sets the modalities to (i) file a complaint, (ii) process the claim, (iii) escalate the complaint to the CSSF.

7. Litigation

In the case a Party decides to initiate a legal proceeding against the other Party(ies) in relation to the Agreement, each Party undertakes, to inform the other Party(ies) prior to the initiation of such proceedings.

Furthermore, if a Party initiate a legal proceeding that may adversely impact the liability of the other Party(ies), even though the latter is not part of the legal proceeding, the claimant Party undertakes to inform the other Party(ies) prior to the initiation of such proceeding.

Each Party undertakes, in case it institutes legal proceedings in relation to this Agreement, which might have as a result that the other Party shall be held liable either directly or indirectly, to inform the other Party prior to instituting such proceedings.

Likewise, each Party undertakes to inform forthwith the other Party of any legal proceedings in relation to this Agreement, which have been instituted against it and which might have as a result that the other Party shall be held liable either directly or indirectly.

8. Notices

Any formal notice or notification to the other Party(ies) shall follow *mutatis mutandis* the requirements indicated in these General Terms and Conditions for the Proper Instructions.

Any formal notice or notification shall be addressed, dispatched or delivered (as the case may be) by registered letter to the official address of the relevant Party as indicated in the Agreement or to any such address as notified by the relevant Party to the other(s), or by other means expressly stipulated in the Agreement.

9. Variation

No provision of the Agreement and/or these General Terms and Conditions may be changed, waived, discharged or discontinued, except with the prior written agreement between the Parties.

These General Terms and Conditions supersede all prior agreements between the Parties hereto relating to the matters contained herein.

UI efa may amend the provisions of these General Terms and Conditions only following a prior notification to the Contracting Party. UI efa will notify the Contracting Party(ies) by mail, email, or other means agreed between the Parties, one (1) month before any changes become effective. The Contracting Party(ies) has this one (1) month period from the notification to object. From the expiry of this delay, the Contracting Party(ies) is considered having accepted the change. In case of objection the one (1) month period is suspended and the Parties shall find a suitable alternative agreement. If no agreement can be found between the Contracting Party(ies) and UI efa, the Parties have the right to terminate this Agreement in accordance with the provisions of clause "Termination" of these General Terms & Conditions. The entry into force of the modifications will take place on the 1st day of the 2nd month following notification.

10. Severability

Should one or several clauses of the Agreement be or become legally invalid, ineffective or void, the remaining clauses would not be affected and the Agreement should be interpreted or completed in order to maintain the economic aim of the Services, if legally admissible.

11. Governing Law/Jurisdiction

The Agreement is governed by and construed in accordance with laws and regulations of the Grand Duchy of Luxembourg.

In relation to any legal action or proceedings arising out of or in connection with the Agreement, the Parties agree to submit them to the exclusive jurisdiction of the Courts of Luxembourg-city, Grand Duchy of Luxembourg.

12. Entire Agreement

These General Terms and Conditions, together with the Agreement and the Fee Schedule form the entire agreement and understanding between the Parties in relation with the provision of the Services.