

The English version of the Agreement is a non-binding translation. In case of any discrepancies, the German version shall prevail.

## **AGREEMENT**

in respect of the supply of data relating to amounts of capital yields tax pursuant to section 40 para 2 no 2 Austrian Investment Funds Act ("Capital Yields Tax-Amounts") as well as other investment fund data

made between

**Oesterreichische Kontrollbank Aktiengesellschaft**  
Am Hof 4, 1010 Vienna  
(in the following "OeKB")

and

**Name of Capital Investment Company:**

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(in the following "CIC")

OeKB is the Registration Office (*Meldestelle*) and as central supplier of services for the Austrian capital markets operates also data bases with financial information. These data bases are continuously serviced by OeKB.

### **1 Subject of the Agreement**

This Agreement regulates the supply of Capital Yields Tax-Amounts and other investment fund data (in the following together "Data") and the passing on and publication of these Data by OeKB in the interest of the CIC and the capital markets participants.

### **2 Scope of Service**

The CIC will make Data available to OeKB with the specified contents of Annex A, which is an integral part of this Agreement, beginning with the Data supply to be passed on and published at the specified date contained therein. The passing on of the Capital Yields Tax - Amounts contained therein occurs in accordance with section 40 para 2 no 2 Austrian Investment Funds Act and the published guidelines for processing.

OeKB will pass on the Data made available in accordance with the agreed format and will publish such data which are required to fulfil the legal obligations of the CIC pursuant to section 40 para 2 no 2 Austrian Investment Funds Act.

In case the Data will be supplied to OeKB by the deposit bank(s) or by the Austrian tax representative of the CIC (in the following the "Deliverer"), the CIC will procure that its deposit bank(s) or the tax representative will satisfy this obligation and will enter into appropriate agreements with its deposit bank(s) or its tax representative.

In accordance with the given technical facts and the availability of contents, OeKB is entitled to alter the technical and substantial specifications pursuant to Annex A. OeKB will inform the CIC of alterations at the earliest possible time.

The CIC takes care of the correctness of the Data supplied to OeKB.

### **3 Authorisation of Use**

OeKB is entitled to use the Data and to pass them on also for consideration in the framework of its services for the capital markets.

### **4 Liability**

When OeKB enters the Data and creates the data bases and the amount of data resulting therefrom, it will use the diligence of a merchant acting in the area of electronic data processing services. OeKB cannot assume any liability for the correctness and completeness as well as for the timely availability of the Data supplied to OeKB by third parties. OeKB is herewith authorised and obliged to name the suppliers of defective Data to potentially injured contract parties.

The CIC will keep OeKB harmless against claims for alleged damages based on Data supplied by the CIC to OeKB.

The contracting parties undertake to inform each other without delay of claims of third parties, to coordinate their proceeding if reasonably possible and, as far as available and legally allowed, to assign counter claims to be off-set.

For its activities OeKB is liable to the CIC as provided by law for gross negligence. In any case OeKB is not liable for any direct or indirect consequential damages.

### **5 Contacts**

Each of the contracting parties will nominate contact persons and deputies for general questions as well as for technical questions relating to this Agreement (see Annex A, page 3).

### **6 Price**

The price specified in Annex A will be charged for the collection and distribution of data, for the setting up of the organisational and technical infrastructure, the current service of the technical equipment as well the performance of the required quality control.

In case of incorrect Data, OeKB will charge a fee to cover the expenses occurred in the subsequent distribution and settlement process like cancellation and special settlement (see Annex A).

## **7 Term of the Agreement and Notice**

The Agreement becomes effective upon signature. The Agreement, and also parts of it, can be terminated as of the last day of each month with a notice period of 30 days.

## **8 Immediate Dissolution of the Agreement**

OeKB is entitled to dissolve the Agreement with immediate effect in the following cases:

- in case the CIC seriously infringes regulations of this Agreement or
- in case OeKB is not able to service the Data in substantial parts for a reason for which it is not responsible.

In case of immediate dissolution of the Agreement OeKB is entitled to terminate the passing on and publication of supplied Data at the same time as it notifies the dissolution.

For an important reason the CIC is entitled to dissolve the Agreement entirely or partially with immediate effect, in particular in case OeKB seriously or repeatedly or continuously infringes regulations of this Agreement.

## **9 Other Regulations**

All duties, objective taxes and charges connected with concluding and performing this Agreement will be borne equally by OeKB and the CIC. In case such duties, taxes and charges will be debited to only one contracting party the other party is obliged to reimburse this party within 14 days of invoicing. The contracting parties will consult on a potential appeal against the debiting.

In case a regulation of this Agreement should be or become entirely or partially invalid, the other regulations of this Agreement remain valid. Invalid regulations must be replaced by valid ones which correspond to the purpose and goal of the Agreement and which correspond in their economic importance to the respective invalid regulation as much as legally possible.

Austrian law shall be applied to this Agreement. Exclusive jurisdiction and place of performance of this Agreement shall be Vienna.

Changes and amendments to this Agreement shall be in writing. This requirement of form shall only be waived in writing.

Potential general business conditions of the contracting parties shall not apply and their validity for the present agreement is expressly excluded.

This Agreement shall be signed in two copies, one of which for each contracting party. Each copy is an original.

Annex A

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature by the CIC in legal form  
and full name of the signatory in brackets

\_\_\_\_\_  
Oesterreichische  
Kontrollbank Aktiengesellschaft