

## Master Agreement for Investment Fund Management Consulting Services

between

[company name and address]

- hereinafter "the Consultant" -

and

**XXX**

- hereinafter "the Company".

### Preamble

The Consultant is a company accredited by [.....] as an investment consultant and asset manager. It is subject to the supervisory control of [.....].

The Company is a financial services provider within the meaning of § 1 para. 1a of the German Banking Act (Kreditwesengesetz "KWG").

On the basis of this Master Agreement ("the Agreement") the Consultant is to advise the Company, with the understanding and at the request of the investors, on the management of the fund specified in **Annex A** and segments of funds issued by XXX (hereinafter individually "the Fund" or collectively "the Funds"). [Further funds can be included in the Agreement by written accord.]

The Custodian of the Funds specified in **Annex A** is [ ].

### Article 1

#### Appointment of the Investment Consultant

1. The Company – as an outsourcing company of XXX - herewith instructs the Consultant to advise it with respect to investment decisions relating to the Funds specified in **Annex A**. The Consultant accepts this appointment.
2. Only the Company shall make fund management decisions. The Consultant shall have no decision-making authority with regard to the Fund within the scope of its consulting activities. The Consultant is not authorised to buy or sell assets for the Fund's account or to act as a representative of the Company in any form, unless the Company instructs the Consultant in writing and in advance to buy or sell assets for the Fund's account. In such cases the Consultant will be acting in the Company's name.
3. The Consultant represents and warrants that it disposes over the authorisations required to carry out its duties, and that it has the professional skills and financial and human resources to ensure the reliable and sustained fulfilment of its service obligation. It also represents and warrants that it has the necessary knowledge of statutory and other

regulations regarding the management of investment funds, in particular the provisions of the German Investment Company Act (Gesetz über Kapitalanlagegesellschaften "KAGG"), the Investment Act (Investmentgesetz "InvG"), the Securities Trading Act (Wertpapierhandelsgesetz "WpHG") and the Banking Act (Kreditwesengesetz "KWG"), and that it will continually keep itself up to date on amendments to statutory and other regulations in the future. The Consultant particularly represents and warrants that it will strictly adhere to the regulatory rules applicable to it. The same applies to persons whose services the Consultant utilises in fulfilling its obligations.

4. The appointment as Consultant does not constitute a legal relationship to the Fund's investors.

## **Article 2 Duties of the Consultant**

1. The Consultant shall advise the Company with respect to its investment decisions for the Funds.
2. The Consultant shall constantly observe the securities markets, analyse the composition of the portfolios of securities and other investments in the Fund and on the basis of this ongoing evaluation make recommendations to the Company regarding the sale and purchase of assets, repurchase agreements, loans on collateral securities and options.
3. The Consultant will specify to the Company the employee(s) that it authorises to make investment recommendations for the Fund. Changes to this personnel are to be communicated to the Company immediately in writing. The Company will be available to accept the recommendations between 9 am and 5 pm on [valuation/trading] days. The Company will not be available on the following days: [enter applicable holidays, etc.].
4. The Consultant will limit its consulting activities to those investments that are permissible for the Fund pursuant to the KAGG and InvG, related ordinances, statements issued by the German Federal Financial Supervisory Authority (BaFin), the Fund Rules and Investment Guidelines attached hereto as **Annex B** and **C** respectively, the resolutions of the Fund's Investment Committee and the Company's instructions for the Fund, and that do not violate any other pertinent regulations.
5. The Consultant will recommend brokers and traders to the Company who can effect the securities transactions for the Fund. In doing so, the Consultant shall act in the best interests of the investors and observe the best execution principle. The recommendation will be restricted to brokers and traders named in the list attached hereto as **Annex D**.
6. [If the Company decides to act on the Consultant's recommendation, the Consultant shall execute the transaction for the Fund's account, at the request of and upon written instruction by the Company. Recommendations approved by the Company and trading orders issued shall only apply for the day of approval or issue. The Consultant will inform the Company immediately of executed transactions. See the Service Level Agreement attached hereto as **Annex E** for more details.]
7. In order to properly fulfil its consulting obligations, the Consultant will observe and analyse the relevant markets and make use of its own and, where applicable, third-party research on individual assets.
8. The Consultant undertakes to inform the Company immediately of developments that have a material influence on the Fund as a whole or individual assets within it. This

includes in particular information regarding impending reductions to the value of assets in the Fund [such as downgrades].

9. The Consultant will take part in Investment Committee (Anlageausschuss) meetings at the Company's request.
10. The Consultant will maintain its own accounts for each portfolio in the Fund, in addition to the Company's bookkeeping. It will inform the Company immediately of deviations between these accounts that are not obviously due merely to differing accounting cut-offs. The Consultant will also receive a report pursuant to Article 3 para. 2.
11. See the Service Level Agreement attached hereto as **Annex E** for a detailed description of the technical procedures.

### **Article 3 Obligations of the Company**

1. The Company will inform the Consultant immediately and in writing of modifications to the terms of the Agreement, Investment Guidelines or other agreements, inasmuch as this is necessary for the issuing of investment recommendations.
2. The Company will make the net value of the assets and the documents for valuing the assets available to the Consultant (statement of net assets, price calculation) [on every valuation day].

### **Article 4 Consulting Procedures**

See the Service Level Agreement attached hereto as **Annex E** for a detailed description of the consulting procedures agreed by the Parties.

### **Article 5 Remuneration of the Consultant**

1. The Consultant's remuneration for its services rendered in connection with the Agreement, including taxes, is stipulated for each Fund in the Remuneration Agreement attached hereto as **Annex F**.
2. The Consultant shall not be entitled to claim for the reimbursement of expenses it incurs within the course of fulfilling its contractual duties, inasmuch as such a reimbursement has not been agreed upon with the Company in advance.
3. Should the Agreement be terminated or annulled, the Company shall pay the Consultant's remuneration plus taxes, pro rata temporis until completion of the services rendered pursuant to the Agreement.