

**FUND MANAGER SCHEDULE****SUPPLEMENTAL TERMS AND CONDITIONS APPLYING TO  
FUND MANAGERS AND TRUSTEES*****PLEASE NOTE YOU WILL NEED TO PROVIDE INFORMATION AS SPECIFIED BELOW*****1. APPLICATION**

- 1.1 These terms and conditions will apply where you are a fund manager ("**Fund Manager**") or trustee ("**Trustee**") acting on behalf of one or more funds (each a "**Fund**") and the Accounts are held by you solely in your capacity as agent, nominee, designee or trustee (as applicable) for and on behalf such Funds. For this purpose, a Fund will include any collective investment scheme as defined under Applicable Law including, in the case of a Fund that is an umbrella fund, sub-funds in the umbrella fund.
- 1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement ("**GCAA**"). These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.
- 1.3 By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the beneficial owner of the Accounts.

**2. FUND LIST**

- 2.1 You will provide us (by separate document acceptable to us) a list of the Funds in respect of which we have agreed to provide services under the Agreement (the "**Fund List**").
- 2.2 The Fund List must contain for each Fund the information as specified in Appendix A below (the "**Required Information**"). You may add additional Funds to the Fund List with our prior written consent.
- 2.3 Should any of the Required Information become out of date, you will immediately notify us of that fact and provide updated information accordingly.
- 2.4 You agree that we are not obliged to provide any products or services in respect of any Fund that has not been approved by us or in respect of which the Required Information has not been provided to, or is not acceptable to, us.
- 2.5 You agree and are authorised, as agent of each Fund on the Fund List, to bind each such Fund to the Agreement.

**3. OMNIBUS ACCOUNTS AND OVERDRAFTS**

- 3.1 We will establish and maintain one or more Accounts in which money for each Fund on the Fund List will be held (each an "**Omnibus Account**").
- 3.2 You agree and acknowledge that you are responsible for keeping records of each Fund's money and assets and performing reconciliations of each Fund's money and assets in accordance with its constitutional documents and Applicable Law, and that we have no such responsibility. We will, however, keep records of the gross balance of and all transactions effected in respect of each Omnibus Account and provide statements of each Omnibus Account to you with the frequency agreed under Clause 8.5 of the GCAA.
- 3.3 You will take all reasonable steps to ensure that you only submit instructions to us to effect a transaction in respect of a Fund on the Fund List where, at the time that the transaction is to be effected:
- 3.3.1 there are sufficient cleared funds belonging to the Fund in the relevant Omnibus Account to effect the transaction; or
- 3.3.2 you have sufficient assets of the Fund in your possession or control to meet the Fund's obligations in respect of the transaction.
- 3.4 You agree and acknowledge that we are under no obligation to allow any Omnibus Account to become overdrawn in order to effect any transaction.
- 3.5 You agree and acknowledge that you are responsible for ensuring that the monies of each Fund are at all times identifiable by you in accordance with your records and that (subject to the terms of each Fund's constitutional documents) no Fund may have recourse to money or assets belonging to any other Fund in the event of a shortfall. In the event that, on reconciling your records of a Fund's cleared and uncleared monies, you become aware that an instruction has been submitted in respect of which there were or are insufficient cleared funds in the relevant Omnibus Account to effect the relevant transaction, you must promptly notify us of that fact and the identity of the relevant Fund. Without prejudice to Clause 3.4 of this Schedule, in the event that an Omnibus Account becomes overdrawn as a result of one or more transactions:
- 3.5.1 the relevant Fund will be charged interest on the overdrawn amount at a rate notified by us from time to time and must, on demand, repay the overdrawn amount and pay any accrued interest on that amount; and
- 3.5.2 in the event that the relevant Fund has insufficient assets to repay any overdraft and accrued interest in full, you agree to indemnify us on demand against any shortfall.
- 3.6 For the avoidance of doubt, any interest that accrues on any overdraft balance in accordance with Clause 3.5 of this Schedule will be payable by the Fund on whose behalf the relevant transaction was effected and we will not have recourse to the assets of any other Fund managed by you in respect of any overdraft balance.

3.7 We may, at any time, require the payment on demand of the debit balance on any Omnibus Account notwithstanding the existence of a credit balance on any other Omnibus Account.

4. **SET-OFF**

4.1 Clause 4.2.1 of this Schedule applies only in circumstances where an Omnibus Account has funds belonging to just one Fund. Clause 4.2.2 of this Schedule applies only in cases in which an Omnibus Account has funds belonging to more than one Fund.

4.2 In addition to our rights as expressed in Clause 7 of the GCAA, we may (at any time and without prejudice to any of our other rights howsoever arising and without prior notice or demand for payment):

4.2.1 in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any money held in any such Omnibus Accounts (or other accounts containing money belonging to the Fund not subject to the Agreement) in any currency towards payment of any amount owing by the relevant Fund to us, even if the Omnibus Accounts (or other accounts) are at different branches. We will also be entitled to accelerate the maturity of any fixed term deposit made by or on behalf of the Fund. For the purposes of this Clause, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary; and

4.2.2 in circumstances in which an Omnibus Account has funds belonging to more than one Fund, retain, apply or set off any part of the balance in the Omnibus Account standing to the credit of any Fund in any currency towards payment of any amount owing by that Fund (but not any other Fund) to us and (for this purpose) effect any currency conversion or transfer between the Omnibus Account and any other account of any such funds.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 On your own behalf and on behalf of each Fund you represent and warrant to us and agree that:

5.1.1 you and each Fund (as applicable) each have all necessary authority, capacity, powers, consents, licences and authorisations and have taken all necessary action to enable you/them to lawfully to enter into and perform the terms set out in the Agreement;

5.1.2 each person agreeing to the Agreement has been duly authorised to do so;

5.1.3 the Agreement and the obligations created hereunder are binding on, and are enforceable against, you and/or each Fund (as applicable) in accordance with its terms (subject to any applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you or any Fund is bound;

5.1.4 each Fund is the beneficial owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect of those assets, those assets are:

(a) free and clear of any assignment, power granted to third party, mortgage, charge, pledge, lien, security interest or encumbrance (of any nature whatsoever) or interest, right or claim of any third party or other priority claim; and

(b) without any significant security arrangements affecting the ownership of the assets;

5.1.5 any information (including any Required Information) which you provide, or have provided, to us in respect of either you or any Fund is complete and accurate and not misleading in any material respect; and

5.1.6 you and each Fund have, at all times, all regulatory authorities necessary to undertake your respective businesses and are in all material respects in compliance with all Applicable Law.

6. **COVENANTS**

6.1 On your own behalf and on behalf of each Fund, you covenant to us that you will:

6.1.1 provide to us on request as soon as reasonably practicable any information requested by us (including any Required Information and copies of the relevant sections of each Fund's constitutional documents relating to its capacity to appoint an agent to act on its behalf) and update any Required Information on a six-monthly basis or at such other times as we may reasonably request;

6.1.2 ensure at all times that you and each Fund obtain and comply with the terms of and do all that is necessary to maintain in full force and effect all authority, capacity, powers, consents, licences and authorisations required by Applicable Law in respect of you and each Fund;

6.1.3 promptly notify us if any of the representations or warranties set out in the Agreement ceases to be correct or of any other developments which would be of relevance to our relationship with you or any Fund, including without limitation when you cease to be the Fund Manager or the Trustee of the Fund or, if there is a breach of any of your or the Fund's undertakings or if any circumstances change in relation to them; and

6.1.4 in respect of each Fund, ensure that either you or the relevant Fund:

(a) maintain books and records of each Fund's assets and, when requested by us, makes those books and assets available to us; and

(b) maintain records of the amounts in the Omnibus Account belonging to each Fund, in circumstances where an Omnibus Account contains amounts belonging to more than one Fund.

7. **INSOLVENCY AND TERMINATION**

7.1 In addition to our rights as expressed in Clause 9 of the GCAA, should an insolvency event relating to any Fund occur, we may immediately and without notice close the relevant Omnibus Accounts and terminate the relationship with you and/or the relevant Fund. Any affected Omnibus Accounts will cease to accrue credit interest and any credit balance thereon will be placed at your disposal as agent, nominee or designee (as applicable) for and on behalf of the relevant Fund, (provided that you ensure the

balance is dealt with in compliance with all Applicable Law and the constitutional documents of each relevant Fund). Unless otherwise expressly agreed in writing, we will be entitled at any time to cancel any relevant credit commitments and outstandings and to demand immediate payment of our claims (whether direct or contingent) in respect of any affected Omnibus Accounts out of the assets of the relevant Fund. Thereafter any outstanding amounts owed to us in respect of affected Omnibus Accounts will accrue debit interest in accordance with Clause 7.1 of the GCAA.

## 8. MISCELLANEOUS

- 8.1 You agree (on your own behalf and on behalf of each Fund) that no Fund may assign, grant power, mortgage, or create or permit to subsist any lien, security interest or encumbrance (of any nature whatsoever) or any interest, right or claim of any third party on or with respect to, any of any Fund's rights or interest in or to any Omnibus Account (including credit balances) except in our favour or with our prior written consent.
- 8.2 You will advise us without delay of any change in any Fund's legal status, name, address or capacity or rights with respect to an Omnibus Accounts and of any other change affecting your or any Fund's business relations with us (including, without limitation, the appointment of any insolvency officer in respect of any Fund). Any such notice will only be effective upon receipt by us and after we have had a reasonable time to act on it.
- 8.3 You agree (on your behalf and on behalf of each Fund) that we will not be liable for any losses or damages that you or any Fund may suffer or incur in relation to Omnibus Accounts if we act on Instructions provided by:
- 8.3.1 electronic mail, whether or not authorised by an Account Signatory;
- 8.3.2 facsimile on which the purported signature of one or more Account Signatories appears or if other details in the Instructions are altered or otherwise forged; or
- 8.3.3 SWIFT (authenticated or otherwise) message, whether or not authorised, provided only that, in the case of sub-clauses 8.3.1 or 8.3.2 above, we act in good faith believing such person to be an Account Signatory or such signature to be genuine.
- 8.4 In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement without limit in time.
- 8.5 In respect of any breach of the Agreement relating to the assets of any particular Fund in any Omnibus Account our rights in respect of those assets will apply in respect of the assets of that Fund only and not in respect of the assets of any other Fund in the relevant Omnibus Accounts. This will be without prejudice to our rights as against you in respect of any breach of the Agreement.

## 9. JURISDICTION SPECIFIC PROVISIONS

- 9.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

### GERMANY

- 9.2 Clause 4.2.1 of this Schedule is replaced as follows:

*"in circumstances in which two or more Omnibus Accounts each have funds belonging to just one Fund, combine, consolidate or merge all or any of the balances of such Omnibus Accounts (or other accounts the Fund may have with us not subject to the Agreement) or retain, apply or set-off any obligations due towards payment of any amount owing by the relevant Fund to us even if the Omnibus Accounts (or other accounts) are at different branches; and"*

- 9.3 A new Clause 4.3 is inserted into this Schedule as follows:

*"For the purposes of Clause 4 of this Schedule, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any accounts as we consider necessary."*

- 9.4 The first sentence of Clause 5.1.4 of this Schedule is replaced as follows:

*"each Fund is the beneficial owner (wirtschaftlich Berechtigter) of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and, that excluding any custodian's lien applicable in respect of those assets, those assets are:"*

- 9.5 In Clause 8.3 of this Schedule a new paragraph will be inserted as follows:

*"The limitations set out in this Clause 8.3 will not apply in respect of liabilities for: (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."*

- 9.6 Clause 8.4 of this Schedule is replaced as follows:

*"In consideration of us acting in accordance with the terms of Clause 5.4 of the GCAA, you agree (on your behalf and on behalf of each Fund) to indemnify us on demand and to keep us indemnified from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "**Damages**") incurred or sustained by us of whatever nature and howsoever arising except in the event such Damages are directly caused by our fraud, gross negligence or wilful misconduct. This indemnity will survive the termination of the Agreement."*

### INDONESIA

9.7 Clause 1.3 of this Schedule is replaced as following:

*"By way of exception to Clause 2.2 of the GCAA, you warrant that you will establish and hold the Accounts as nominee, designee or agent (as applicable) of the Funds and will not be the owner of the Accounts."*

9.8 The first sub-paragraph of Clause 5.1.4 of this Schedule is replaced with the following:

*"each Fund is the owner of all monies and/or other assets deposited with or otherwise held by us on behalf of that Fund under the Agreement and that, excluding any custodian's lien applicable in respect of those assets, those assets are:"*

**APPENDIX A**

**REQUIRED INFORMATION – TO BE PROVIDED PURSUANT TO CLAUSES 2.1 AND 2.2 OF THIS SCHEDULE**

**1. A) Name of Fund Manager of Trustee**

This should be the full legal name of the Entity (Fund Manager/Trustee):

*Insert name of the relevant Entity*

**B) Names of the Funds**

This should be the full legal name of each Fund. If any Fund is an umbrella fund and the trade relates to sub-funds, the names of the sub-funds are also required.

*Insert names of all Funds*

**2. Relevant Jurisdiction**

This should be the jurisdiction of incorporation for the companies or other bodies corporate or governing law of the constitutional document for partnerships and trusts and other collective investment scheme structures.

**3. Sector Classification**

<b>Sector Classification</b>	<b>Includes</b>	<b>Additional Sub Classification Requirements</b>
Banks and other regulated financial institutions		
Charities / Endowments	Non profits	
Sovereign	a. Central banks, reserves management and government agencies; and b. Supranationals and treaty organizations	
Insurance	Insurance, assurance and reinsurance companies	
Pension Fund	All pension funds including ERISA	
Collective Investment Schemes	All regulated and unregulated collective investment vehicles	"Unregulated" or "regulated". If regulated, category of regulation is also required
Corporate	All companies which do not fit into any of the categories above	
Other	Private investment vehicles, anything not covered by other categories	Entity description

**4. Net Asset Value of each Fund** (the current value of the portfolio of the Fund on any given date).

**5. Addresses of registered offices**