

# Legal Agreement Attachment - without signature

## Qvonto Regulatory Cloud Service

This Attachment to the general Cloud Services Agreement ("Main Agreement") describes the specific Cloud Service that Provider delivers to the Client. The terms of this Attachment are in addition to the Main Agreement and take precedence in the event of any conflict.

Services with tag: "optional" are not part of the base services and may have an additional charge (price).

### 1. Initial Services ("on-boarding")

In the period from Order Acceptance of this agreement the Provider assists the Client in:

1. Formatting the dynamic data and static data required for the reports
  - a. PRIIPs KID 3-page .pdf documents
  - b. [optional: UCITS KIID 2-page .pdf documents]
  - c. [optional: MIFID II data information subset in the form of EMT output layout/format]
  - d. [optional: PRIIPs data information subset in the form of EPT output layout/format]
  - e. [optional (beta): Market risk and counterparty credit risk ("risk management") reports - further descriptions will be made for this option if chosen]
2. Mapping the data flows (transfers) of daily dynamic data
  - a. Manual upload
  - b. [optional: SFTP upload or HTTP POST upload via API]
3. Creating document designs / formatting of the final documents
  - a. [optional: customized document designs]
4. Interpretation support - not responsibility - for the Legal & Regulatory correctness of the documents
5. Providing EU standard texts for documents
  - a. [optional: proof reading of language translations]
6. Distributing the final documents to Qvonto storage spaces (done automatically by the system)
  - a. [optional: Upload of final documents to Client repositories or websites]
7. Provide instruction and support to the staff of the Client who will eventually be responsible for the daily maintenance
8. Setting up Client in Qvonto end-to-end cloud-based software service and web application "Software as a Service" (SaaS). In case of necessary new system features new updated system versions are released.

## 2. Services

1. This service provides - Client chosen ("opted into") - services for production and distribution of Documents:
  - a. Full Key Information Documents ("PRIIPs KIDs") as referred to in regulation (EU) 2021/2268
  - b. [optional] Full Key Information Documents ("UCITS KIIDs") as referred to in regulation (EU) 583/2010
  - c. [optional] **EPT** template subset by findatex.eu, defined case-by-case
  - d. [optional] **EMT** template subset by findatex.eu, defined case-by-case
  - e. [optional (beta)] CESR's (now ESMA's) Guidelines on Risk Measurement and the Calculation of Global Exposure and Counterparty Risk for UCITS CESR/10-788
2. Documents are produced for a specific number and types of legal structures for which prospectus exists. This could for example be a so-called SICAV fund which again consists of funds, sub-funds, share classes that are made available in a number of marketing countries and for which different document language versions must be made available. Each legal structure is individually prepared ("on boarded") prior to enabling document services. Client undertakes to produce all language versions of the same document using the services described in this agreement.
3. The complexity of the service depends on the kind of legal structure and the kind of products the legal structure possesses, and therefore the service price may depend on this product complexity in accordance with the Charges Section of this Agreement. Thus a PRIIPs KID category 3 service is more complex and more costly than a PRIIPs KID category 2 service which is again more costly than the UCITS KIID service.
4. On a general service description level our cloud service generates documents (output), at an agreed upon frequency (or manually), based on our data transformations and our computed analytics of your data (input) provided by you, and the EU information and requirements (e.g. standard texts from the laws & regulations).
5. Documents are generated by the Cloud Service in two versions:
  - a. A draft version that is placed on cloud storage and which is available to the Client through web application and cloud storage (the "Private Storage"),
  - b. A "public" version that is placed on cloud storage and which is also available to the Client through web application and cloud storage (the "Public Storage").
  - c. [optional] Client specified storage space(s), repositories, websites or similar recipients.
6. Provider provides the Private Storage and Public Storage for Documents, and additional storage spaces for static data and dynamic data.
7. The cloud service calculates the relevant analytics (market risk, summary risk indicator, performance scenarios), and analyses investment product parameters and pulls the appropriate texts to generate and transform documents into final regulatory reports, ready for verification by Client.

8. The parties acknowledge that, e.g. in the context of the PRIIP KID categories and particularly KID category 4, the more complex products a given investment product entails the more information and time is required to handle it, for the Client and for the Provider.
9. With your periodic product market pricing information - and/or NAV values, proxy prices, benchmark indexes - provided through internet network server access (push or pull in our .csv or .json format; or from/to database(s)) our service to you can remain up-to-date.
  - a. [optional] Automatic and daily Analytics calculations to check if new documents need to be produced according to quantitative-only legal requirements.
  - b. [optional (beta)] In case of (a) documents can be produced automatically and made ready for verification by Client
  - c. [optional (beta)] In case of (a) and (b) events this may trigger emails to be sent
10. [optional (beta)] Proxy price and benchmark index builder that compares the “sameness” of a number of time series (indexes and prices).
11. Documents are made available by the Provider in industry standard .pdf format. A default public file naming convention is used.
  - a. [optional (beta)] Client specified document format(s): for example, .html, .xml.
  - b. [optional (beta)] Client specified file naming convention(s) for public files.
12. KIDs and KIIDs have an included selection of document design choices
  - a. [optional] Client's specific document design requirements that may vary down to ISIN code / marketing country / language level per legal entity.
13. The .pdf documents are the ones that are meant to be produced according to EU rules and regulations while other document formats (e.g. EMT, EPT), if any, are produced for other reasons.
14. [optional] Our Cloud services logs a range of information and part of this can be made available to you according to your needs.
  - a. [optional] Special Client audit logging requirements can be supplied.
15. Through the web-application,
  - a. A user can update their own password.
  - b. A user can create new legal entities in the system.
  - c. A user can invite colleagues as new web-application users.
16. [optional] API access to various parts of the Cloud Services.

### 3. Client Responsibilities

This service depends on the timely availability and correctness of data and information supplied by Client. Static data and dynamic data required as input to this software service is provided by Client and made available to Provider.

Client is responsible for:

1. providing all relevant and required input (static) information to Provider. This can, for example, include detailed information about prospectus, company, fund, sub fund, share class, cost, investor, distributor, basic product information, recommended holding period, insurance-based product details, derivatives product details, credit risk, liquidity risk, guarantees, marketing countries, document languages, text warnings and other information such as "how can I complain" text, "what happens if PRIIP manufacturer is unable to pay out?" text, and "other relevant information" text;
2. providing all relevant and required dynamic data needs. These can, for example, include historical and daily (if available) market pricing data, proxy pricing data, benchmark index data, foreign exchange rates, interest rate curve data, PRIIPs costs, PRIIPs income distributions, PRIIPs corporate actions;
  - a. [optional] Provider can provide dynamic data via third party approved and specified by Client
3. editing texts and parameters that may be done via web application;
4. [optional] providing your dynamic data and/or static data via network server;
5. retaining an internet speed to access the service of at least 3G;
6. regularly updating you industry standard web browsers used for accessing the service, and only using browsers that adhere to the minimum standards for this service and specified by Provider;
7. making correct document text string/sentence language translations. Standard EU text translations are provided by Provider;
8. ensuring the correctness of dynamic data;
9. ensuring the correctness and proof-reading of documents;
10. keeping passwords safe & personal, and providing user email addresses for web-application access;
11. establishing periodic and ad hoc processes to review the information contained in the documents, including assessment of whether changes in data would necessitate a revision and republication of the document(s), and adhering to regulatory requirements including written procedures and retaining required decision documents. Refer also to point 2.9 above.

## 4. Infrastructure

Cloud Service uses mostly Google Cloud. Our choice of Google Cloud Data centers are located in the EU. The web application is tested with the Chrome browser but works with several other browsers too.

## 5. Provider Technical Support

During the subscription period, technical support is provided for the duration of this Cloud Service. Technical support is integrated with the Cloud Service and not charged separately. A phone number and an email address is provided to Client for technical support. Normally please use email rather than phone.

Normal technical support hours*	10:00 - 15:00 CET
Email for technical support	support@qvonto.com
Phone for technical support (urgent and important requests only)	+45 - 6122 0454
Support through Provider provided video conference application	If deemed relevant by Provider
Cloud service and corresponding web application maintenance	Yes, included

(\*) If urgent you may try to contact us outside this time.

## 5. [optional] Client Technical Support for network supplied data

A phone number and an email address is given to us for technical support.

Normal technical support hours	10:00 - 15:00 CET
Email for technical support	[ <a href="#">email</a> ] provided by Client
Phone for technical support (urgent and important requests only)	[ <a href="#">phone</a> ] provided by Client
Support through Provider provided video conference application	If deemed relevant by Client

## 6. Charges

Charges are done on a subscription basis per document type and starting from the time of first document type production.

A "document type" is defined as a document that is specific for an ISIN code produced in a specific language. Different marketing country document versions are not counted as different document types if their contents do not differ too much across these marketing countries else they are counted too (e.g. GB versions).

A given document type that is produced once-and-only-once is charged with the full annual charge. A given document type can be updated multiple times without extra charge within the annual subscription period.

All charges are excluding VAT and invoices use so-called "VAT reverse charge" (except for Danish clients).

Charges include the service items mentioned in this Agreement except the ones tagged as optional, these may be charged in addition to the below PRIIPs KIDs standard charge table. Client may choose zero, some, or all optional services.

Client may also have additional requests for services that are not mentioned in this Agreement, and such requests that are agreed upon by Provider and Client will be attached to this Agreement.

<b>Annual subscription charges per document</b>	<b>PRIIP KIDs</b>
PRIIP Category 1: §4(c) no data available	*
PRIIP Category 1: §4(c) with data available	*
PRIIP Category 1: §4(a,b) pay-off diagram	*
PRIIP Category 1: §4(a,b) as Category 3, normal	*
PRIIP Category 1: §4(a,b) as Category 3, incl. required Principal Components Analysis (PCA) on interest rate curves	*
PRIIP Category 2	*
PRIIP Category 3, normal	*
PRIIP Category 3, incl. required PCA on interest rate curves	*
PRIIP Category 4	*
<b>Setup fee - New legal structure - one-off cost</b>	<b>PRIIP KIDs</b>
Category 2 and/or 3-normal only and/or Category 1-not-PCA	*
Category 1-PCA	*
Category 3-PCA	*
Category 4	*

\*) Charge specified in agreement with Client.

Standard consultancy services are charged at an hourly rate of EUR 300 plus VAT.

The one-off setup fee for new legal structures covers the technical set-up only. Additional services, if any, are charged as standard consultancy.

Quantity discounts can be agreed upon.

Payment currency is EUR and Cloud Services are Prepaid Services with automatic renewal and recurring charges, every 12 months.

## 7. Termination

This Attachment enters into effect as of the time of Order Acceptance.

The Cloud Services renews automatically, unless Client provides written notice to Provider or the Provider Business Partner involved in the Cloud Service not to renew at least one year prior to the term expiration date, the Cloud Service will automatically renew for the specified term.

Any terms that by their nature extend beyond the Attachment termination remain in effect until fulfilled, and apply to successors and assignees. Termination of this Attachment does not automatically terminate other Attachments which must each be terminated in accordance with their terms.

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