

The Institutional Money magazine and the website www.institutional-money.com are media owned by FONDS professionell Multimedia GmbH.

## Terms of Use of the Mandate-Tool

(1) FONDS professionell Multimedia GmbH provides the Mandate-Tool implemented via www.institutional-money.com to institutional investors, consultants and asset managers as an independent communications medium. Until further notice, use of this Mandate-Tool is free of charge.

(2) Due to the use of different access authorisations, only the party awarding the contract may view the replies directed to it. Thereby any other persons, such as competitors, will be prevented from reading such replies.

(3) You agree that your personal data and information that are disclosed to FONDS professionell Multimedia GmbH through the use of this Mandate-Tool may be stored and processed automatically. All data will be treated confidentially and not disclosed to third parties. Requests for proposals (RFPs) shall be made anonymously.

(4) The Mandate-Tool is not a consultation or information service provided by FONDS professionell Multimedia GmbH, but conveys data and information entered by users and only serves to facilitate customer contacts in investments.

Registered asset managers give their explicit consent, that they become part of a list comprising companies' names as well as assets under management. This list will be published on: <u>www.institutional-money.com/cms/mandate/registrierte-assetmanager/</u>FONDS professionell Multimedia GmbH reserves the right to delete access of asset managers to the mandate tool who don't agree with the publication of data addressed above.

(5) The content of any published RFPs is the exclusive responsibility of their authors. Any texts, images and graphics as well as links will be provided without any changes. Under no circumstances will FONDS professionell Multimedia GmbH be liable for the correctness, appropriateness or completeness of such RFPs. Moreover, FONDS professionell will not be liable for any consequential harm caused by a defect that may arise through the use of the Mandate-Tool. Therefore it is the user's responsibility to ensure that any programmes used are free of errors or viruses.

(6) Any RFPs in violation of applicable law are prohibited and will be deleted as soon as FONDS professionell Multimedia GmbH is informed thereof. Moreover, anything that is deemed by FONDS professionell Multimedia GmbH to be in contrast to the character of the tool will be deleted.

(7) Therefore FONDS professionell Multimedia GmbH makes no representations or warranties as to the outcome or prospects of success of any future business relations arising from the use of this Mandate-Tool. Furthermore, FONDS professionell Multimedia GmbH is not liable for the continuous operability of the tool.

(8) FONDS professionell Multimedia GmbH will not be liable for any indirect or accidental damage or consequential damage that may arise in connection with the use of this

institutional money - eine Publikation der FONDS professionell Multimedia GmbH

Österreich: A-1120 Wien, Rechte Wienzeile 237/1, Tel.: +43 (0)1 815 54 84-0, Fax: +43 (0)1 815 54 84-18, E-Mail: office@institutional-money.com Bankverbindung: Volksbank Graz-Bruck R.Gen.mbH, Kto-Nr.: 1000 22 677, BLZ: 44770, IBAN: AT70 4477 0001 0002 2677, BIC: VBOEATWWGRA Bankverbindung: Frankfurter Volksbank, Kto-Nr.: 6000014131, BLZ: 50190000, IBAN: DE03 5019 0000 6000 0141 31, BIC: FFVBDEFF UID-Nr.: ATU51153102, Gerichtsstand: Wien



Mandate-Tool and the information and RPSs provided. FONDS professionell Multimedia GmbH will not accept any liability for any other economic damage or loss.

(9) FONDS professionell Multimedia GmbH reserves the right to amend and/or modify these Terms of Use at any time. The users of the Mandate-Tool shall therefore be obliged to review these Terms regularly, at least once a month. In addition, the General Terms of Use of the Website www.institutional-money.com shall apply.

## General Terms of Use of the Website

(1) This website is protected by copyright, and any liability for this website is excluded. It cannot be ruled out that due to developments or changed requirements, facts stated herein as well as conditions, processes, prices, amounts or methods are no longer applicable. Any names and locations of activities and/or persons or businesses involved have been changed if there is a danger that personal privacy could be violated.

(2) In case of any third-party content provided at www.institutional-money.com and/or any additional URLs of FONDS professionell Multimedia GmbH as well as any content to which a link is provided from one of our URLs via hypertext or a symbol or an advertising banner, the respective author and/or operator and/or company shall be solely responsible for the respective offer and the content. Any liability of the authors and operators and, if applicable, of any freelance contractors or employees of FONDS professionell Multimedia GmbH for third-party content shall be expressly excluded. Provided that we are informed that any third-party content is in violation of any applicable law, we undertake to remove any relevant link, content, image and/or advertising banner without delay. The same obligation shall exist vis-à-vis contentrelated material in the form of forum contributions, guest commentaries, letters to the editor or any other opinions expressed by persons outside the scope of responsibility and the editorial control of FONDS professionell Multimedia GmbH and/or persons not having business or private affiliations with us. FONDS professionell Multimedia GmbH hereby transfers any type of liability to the respective author.

(3) We do not accept any liability for the receipt and content of the newsletter or the correctness and validity of the rates, formulas, computational results, conditions or prices stated. We undertake to exercise utmost care, but we cannot, in principle, exclude any errors in the collection of data, the transmission or transfer or processing or computation of data. This shall apply in particular to any interest rates, rankings and rates given. In such case, the respective person providing such information shall be solely responsible for the correctness of the information provided and/or transmitted.

(4) FONDS professionell Multimedia GmbH will not accept any warranty or any legal or economic liability whatsoever for the consequences of using any information and results published herein. Furthermore, FONDS professionell Multimedia GmbH will not be held liable for any damage arising from any programme error or for any technical defects outside the control of FONDS professionell Multimedia GmbH. The same shall apply to any violation of patent rights, the right to bear a name or any other third-party rights resulting therefrom.

(5) Any and all works, materials and images published herein are protected by copyright. No part thereof may be reproduced or copied or distributed without the written permission of FONDS professionell Multimedia GmbH and/or the respective author. Any

institutional money - eine Publikation der FONDS professionell Multimedia GmbH

Österreich: A-1120 Wien, Rechte Wienzeile 237/1, Tel.: +43 (0)1 815 54 84-0, Fax: +43 (0)1 815 54 84-18, E-Mail: office@institutional-money.com Bankverbindung: Volksbank Graz-Bruck R.Gen.mbH, Kto-Nr.: 1000 22 677, BLZ: 44770, IBAN: AT70 4477 0001 0002 2677, BIC: VBOEATWWGRA Bankverbindung: Frankfurter Volksbank, Kto-Nr.: 6000014131, BLZ: 50190000, IBAN: DE03 5019 0000 6000 0141 31, BIC: FFVBDEFF UID-Nr.: ATU51153102, Gerichtsstand: Wien



and all brand names and labels are, as a rule, registered trademarks or should be deemed as such.

(6) FONDS professionell Multimedia GmbH expressly declares that the use of information and person-based databases is the sole responsibility of the individuals and/or companies publishing, depicting and/or describing content. FONDS professionell Multimedia GmbH cannot be held liable for the way that intermediaries, individuals or companies present themselves within the URLs mentioned above. We hereby exclude any obligation to review any information provided to us.

(7) When using this website, cookies – small files containing configuration data – will be placed. These cookies make the use of websites easier as they record a user's preference and determine the frequency of use and the number of users of our website.

(8) FONDS professionell Multimedia GmbH reserves the right to amend and/or modify these General Terms of Use of the Website at any time.

Status: August 2009