

INFORMATION AGENCY AGREEMENT

made and entered into

between

UTI Goldfinch Funds plc

and

GerFIS – German Fund Information Service UG (Haftungsbeschränkt)

Effective date: 12th November, 2015

INFORMATION AGENCY AGREEMENT

made and entered into

between

UTI Goldfinch Funds plc
78, Sir John Rogerson's Quay, Dublin 2, Ireland

hereinafter referred to as the "**Fund**" -

and

GerFIS – German Fund Information Service UG (Haftungsbeschränkt)
Zum Eichhagen 4, 21382 Brietlingen, Germany

hereinafter referred to as the "**Information Agent**" -

each "**a Party**", together "**the Parties**" -

Preamble:

- I. The Fund having its registered office at 78 Sir John Rogerson's Quay, Dublin 2, Ireland, is an **open-ended umbrella** type investment company with **variable capital** and segregated liability between sub-funds incorporated with limited liability in Ireland under the Companies Act 2014 and established as an undertaking for collective investment in transferable securities pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (S.I. No. 352 of 2011), as amended.
- II. The Fund has been or will be notified to the German Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* - "**BaFin**") for marketing the shares ("**Shares**") of the sub-funds as listed in Annex I to this Agreement (hereinafter referred to as each a "**Sub-Fund**" and collectively the "**Sub-Funds**"), to the public in the Federal Republic of Germany ("**Germany**"). Any reference to the Fund herein shall include reference to any sub-funds of the Fund that are listed in Annex I and that may be notified with BaFin for marketing in Germany as of the date hereof or at a future date. Additional Sub-Funds may be inserted into Annex I in accordance with the requirements of the Central Bank on the basis of a written agreement between the Fund and the Information Agent.
- III. The Fund has been advised that under the laws of Germany the notification for marketing the Shares in principle requires the appointment of an information agent in Germany (the "**Information Agent**") within the meaning of § 309 Investment Code (*Kapitalanlagegesetzbuch* - "**KAGB**") and that according to BaFin's "Guidance Notice (2013) on marketing of units of EU UCITS in the Federal Republic of Germany of 17 July 2013 ("**Guidance Notice**")", as amended, respective details in relation to the Information Agent must be included in the sales documents circulated in Germany.

The Fund is willing to pay fees to the Information Agent as set forth in Paragraph 4.1. of this agreement (the "**Agreement**") for the Information Agent assuming the function as Information Agent in Germany.

- IV. The Information Agent agrees to act in this capacity on the terms set forth in this Agreement.

NOW, THEREFORE, the Fund and the Information Agent, in consideration of their respective promises and undertakings hereinafter set forth, hereby agree as follows:

1. The Information Agent will assume the function of Information Agent within the meaning of the KAGB and the Guidance Notice for the sale and distribution of the Shares in Germany, insofar as and so long as BaFin does not prohibit the sale and distribution of the Shares in Germany.
2. The duties of the Information Agent are determined by the regulations of the KAGB. The Information Agent shall be responsible for complying with all the provisions of the laws of Germany, applicable to the Information Agent in connection with its duties hereunder, including (but not limited to) the provision of information and documentation and changes of such information and documentation to German Shareholders. The Information Agent will act in accordance with the Prospectus of the Fund.
3. The name, registered office and address of the Information Agent will be set forth in the German Country Supplement of the Prospectus, the (semi-) annual reports/financial statements of the Fund and marketing material within the meaning of Sec. 302 (2) KAGB. It is agreed that the name of the Information Agent will not be used in any other document, publication or other advertising, sales promotion or publicity material or any other printed material issued by or on behalf of the Fund without the previous written consent of the Information Agent, which shall not be unreasonably withheld or delayed. This does not apply if the naming of the Information Agent is required by German laws or regulations, by BaFin or any other competent authority.
 - 3.1 The Fund or its appointed representative shall make available electronically to the Information Agent copies of the Prospectus, the Key Investor Information Documents (KIIDs), copies of the Memorandum and Articles of Association and copies of the annual and semi-annual reports of the Fund (the "**Sales Documents**") as well as any such shareholder notices and power of attorneys of voting rights. The Information Agent shall, upon the request of any shareholder or any other interested party, distribute these documents to the requesting parties free of charge.
 - 3.2 Furthermore, the Fund or its appointed representative shall provide the Information Agent with electronic copies of all material contracts set out in the Prospectus, any documents referenced in the Prospectus as available for inspection and any investor information determined by the Fund to be relevant to investors in Germany. Upon request, the Information Agent will make these documents available for inspection during local business hours in accordance with applicable laws and regulations and enable the requesting party to request copies of each of the relevant documents free of charge.



- 3.3 The Information Agent assumes the correctness and completeness of all documents mentioned in Paragraphs 3.1 and 3.2 received by the Information Agent. A verification of these documents with respect to their correctness and completeness is not conducted by the Information Agent.

4. Conditions and Charges

- 4.1 The Information Agent will be entitled to the following fees:

4.1.1 EUR 2.500.-- (plus VAT, if applicable) as annual fee for each full calendar year, starting with entrance into force of this Agreement according to Paragraph 6.1. ("starting date"). The fee for the first year will be based upon the number of months between the starting date and December 31st of the same year, payable by the Fund, out of the assets of the relevant Sub-Fund, upon receipt of the invoice of the Information Agent. In each subsequent year, the fee will be payable in January of each year in advance for the full calendar year. If the Agreement terminates during a year for which the Fund has paid the annual fee in advance, then the Information Agent shall be entitled to retain a fee for that year based upon the number of months during that year which it has acted as Information Agent and shall reimburse the Fund for any excess payments. No pro-rata reimbursement will be made for months that have already commenced.

- 4.2 The Information Agent hereby agrees to provide the Fund, at its request, with all required documents and records or copies thereof to enable the Fund to meet its record-keeping obligations under applicable foreign laws.

5. Responsibilities and Obligations

It is expressly understood and agreed by all of the parties hereto, that

- 5.1 During the lifetime of this Agreement the Fund shall have no responsibilities under this Agreement other than as expressly set out in this Agreement;
- 5.2 The Information Agent will notify the Fund and the Funds Administrator immediately after receipt of a request by a Shareholder or investor for subscription, conversion or redemption of shares. Such request will be forwarded to the Fund and the Funds Administrator by the Information Agent.

6. Term and Termination

- 6.1 This Agreement shall be effective as of the signing by both Parties whereby the date of the last signing Party is decisive. If an earlier entry into force is requested the written agreement of both Parties will be required. In no case shall this agreement be effective before the date at which the Federal Financial Supervisory Authority (BaFin) authorises the Fund for public distribution in Germany.
- 6.2 The Agreement will be effective for a minimum period of one year and thereafter shall continue being in effect until terminated by either Party on 60

days prior written notice.

- 6.3 The right to terminate the Agreement for cause shall remain unaffected. Termination for cause shall in particular be permitted if the Fund is liquidated or merged with another Fund or if the Fund discontinues or is prohibited from continuing its marketing activities in Germany.
- 6.4 In the case of a termination of the Agreement the Information Agent will continue to exercise its function hereunder until a new Information Agent has been appointed by the Fund. The Information Agent will receive fees for such services as if the Agreement had not been terminated.

7. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of Germany; non-exclusive place of jurisdiction shall be Hamburg.

8. Duty of Care and Indemnification

The Information Agent shall be responsible for the performance of only such duties as are set forth in this Agreement or expressly contained in instructions which are consistent with the provisions of this Agreement.

8.1 The Information Agent will use such reasonable skill, care and diligence with respect to its obligations under this Agreement but shall only be liable for acts or omissions for negligence or wilful default, fraud or bad faith, in which case the Information Agent will indemnify the Fund for any losses it may suffer. In the event of any loss to the Fund and/or subscriber for Shares, caused by the Information Agent as aforesaid, the Information Agent shall be liable only to the extent of the direct damages to the Fund and/or any subscriber for Shares without reference to any special conditions or circumstances relating to the investor. The Information Agent shall not be liable for any consequential losses that are caused by the Fund due to its failure to mitigate its loss. The Information Agent shall not be liable for incorrect, incomplete or outdated Sales Documents, marketing material and any other documents relating to the Fund. The same applies if the aforementioned documents do not satisfy legal requirements.

8.2 The Information Agent shall be indemnified by the Fund for any action taken or omitted by the Information Agent whether pursuant to instructions or otherwise within the scope of this Agreement to the extent that such damage or liability results from the Fund's wilful default, fraud, negligence or bad faith. The Information Agent may rely on the genuineness of any document which it believes in good faith to have been validly executed.

9. Acts of God and other unavoidable events

None of the parties shall be liable to the other for any loss due to forces beyond their control including, but not limited to government actions, strikes or work stoppages, acts of war or terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God.

10. Severability

Should any provision of this Agreement be, for whatever reason, invalid, illegal or unable to be executed, all other contractual provisions remain unaffected thereby. The invalid, illegal or inexecutable provision is to be replaced by a valid, legal and executable provision, which represents the economic interests of the Parties; otherwise such [invalid, illegal or unenforceable provision shall be replaced by the valid legal provision. The same applies to any gaps in this Agreement.

11. Notices

All notices under this Agreement shall be effective when actually received. Any notices or other communications which may be required under this Agreement are to be sent to the parties at the following addresses or such other addresses as may subsequently be given to the other Party in writing:

FUND:

UTI Goldfinch Funds plc
78, Sir John Rogerson's Quay
Dublin 2
Ireland

INFORMATION AGENT:

**GerFIS - German Fund Information
Service UG (Haftungsbeschränkt)**
Zum Eichhagen 4
21382 Brietlingen
Germany

12. Assignments and Amendments

No amendment to this Agreement shall be effective unless embodied as an instrument in writing signed by the Parties hereto and made in accordance with the requirements of the Central Bank. This applies also to content of this present clause. E-mail communication is not sufficient.

Any assignment of this Agreement shall be done in accordance with the requirements of the Central Bank.

13. Confidentiality

13.1 The Parties agree that the terms of this Agreement must neither be disclosed nor communicated to third parties, provided that the Fund or the Information Agent are not subject to any statutory disclosure obligations. This provision is not applicable to compliance with reporting requirements to investors of the Fund, supervisory authorities, the auditor and in respect to any other legally required or officially ordered reporting requirements. Legal entities and natural persons properly engaged by the Information Agent in order to perform its contractual duties, as well as group companies of the Parties, if any, are not deemed to be third parties within the meaning of this provision.

- 13.2 If a regulatory authority requests information relating to this Agreement, the Party to which the request is addressed shall notify the other Party thereof, provided that such notification is not prohibited by statutory, supervisory or regulatory provisions or instructions given in the information request.
- 13.3 Both Parties undertake to keep confidential from third parties all information in their possession with respect to data processing systems and know-how, as well as all general information with respect to business operations and customers of the respective other Party. Further, the Parties undertake to use or disclose such information exclusively in accordance with the provisions of this Agreement and only with the prior written consent of the other Party or save as required by any applicable law or for the fulfilment of statutory obligations as against third parties. Paragraph 16.1 sentence 2 is applicable respectively.
- 13.4 The obligation to confidentiality continues to exist also after the termination of this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder authorised as of the day and the year first above written.

UTI Goldfinch Funds plc

BY:

Sinnap MC Jow ELL

TITLE:

Director

DATE:

SIGNATURE:

Sinnap MC Jow ELL

GerFIS – German Fund Information Service UG (Haftungsbeschränkt)

BY:

Karsten Jäger

TITLE:

Managing Direktor

DATE:

SIGNATURE:

Jäger

Annex I

UTI India Dynamic Equity Fund