Oesterreichische
Kontrollbank
Aktiengesellschaft

Capital Market
Services

Conditions of Use OeKB Fund Data Portal

Version 7.1 / 2026

This document is a translation of the German-language original and is provided solely for readers' convenience. In the event of dispute, the German version of the Condition of Use prevails

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1. Praemble

Oesterreichische Kontrollbank Aktiengesellschaft ('OeKB') operates the OeKB Fund Data Portal - as a central provider of services for the Austrian capital market.

At international level (fundsxml.org), the FundsXML interface format was specified technically and in terms of content with the participation of the FundsXML working group of the Association of Austrian Investment Companies (Vereinigung Österreichischer Investmentgesellschaften, 'VÖIG'), which was implemented technically by OeKB in coordination with VÖIG. This allows management companies to automatically exchange fund data in an international, standardized format via the OeKB Fund Data Portal and make it available to partners such as institutional investors, data vendors, banks, insurance companies, pension funds, auditors, and asset managers.

The Conditions of Use are the contractual basis for the provision of a central platform and apply both in the relationship between OeKB and the data reporters and in the relationship between OeKB and the data recipients (hub-and-spokes principle).

The technical provision via transmission of (aggregated) fund and master data to the Austrian Central Bank (Oesterreichische Nationalbank, 'OeNB') is based on the specifications of VÖIG. This provision of data to OeNB and other data provision to commercial third parties (data vendors) is governed by these Conditions of Use in the relationship between OeKB and the data reporters.

OeKB expressly reserves the right to change, adapt and update the content of the Conditions of Use, including its annexes, in particular to take into account any technical and regulatory developments. The current version of the Conditions of Use, including its annexes, will be published by OeKB on its website.

2. Definitions / Abbreviations

OeKB Fund Data Portal	Central platform for the exchange and provision of fund data in the international, standardized FundsXML interface format.
Fund data	Data in the FundsXML interface format. This was developed at an international level as part of the fundsxml.org organization, to which both OeKB and VÖIG belong (available at www.fundsxml.org) and represents the data depth and data breadth of the data exchanged and provided by management companies. The FundsXML/Documents and FundsXML/RegulatoryReportings nodes contained in the current version FundsXML 4.2.9 will only be supported in the OeKB Fund Data Portal in a later version.
OeKB service platform	The OeKB service portal, which provides centralized access to OeKB in the form of a web application.
Management Company	Investment companies, AIFMs within the meaning of the AIFMG and other legal entities that directly manage assets within the meaning of section 188 InvFG 2011 or section 42 ImmoInvFG.
Data Reporter	A management company or its authorized service provider that provides fund data in the OeKB Fund Data Portal in accordance with the Conditions of Use.
Authorized service provider	An authorized agent acting on behalf of a data recipient or a data reporter in accordance with the Conditions of Use of the OeKB Fund Data Portal.
Data recipient	A management company or a legal entity or its authorized service provider that is authorized by the data reporter to retrieve fund data via the OeKB Fund Data Portal and has access to the OeKB Fund Data Portal in accordance with the Conditions of Use.
Administrator OeKB Fund Data Portal	Central contact person for the notification of users including user rights in accordance with Annex ./4 of the Conditions of Use and all changes to the granting or revocation of user rights.
User	Portal user and/or system user
Portal user	An employee or vicarious agent of the Data Reporter or the Data Recipient who is authorized to access the OeKB Fund Data Portal in accordance with these Conditions of Use of OeKB.
System user	A data reporter or data recipient or their vicarious agent who uses the OeKB Fund Data Portal automatically in accordance with these Conditions of Use. In order to be able to access the OeKB Fund Data Portal as a system user, OeKB must set up a corresponding system user access.
Data vendors	Professional third parties who are authorized by a management company to request fund data from the OeKB Fund Data Portal and who have a contractual relationship with OeKB.
OeNB	Oesterreichische Nationalbank / Austrian Central Bank

Disclosure Reporting Guideline (ARL) – ECB Investment Fund Statistic	OeNB Reporting Guideline for ECB Investment Fund Statistics (ECB-IF Reporting)
Individual securities report	Monthly reporting of individual securities data to OeNB in accordance with the specifications provided by VÖIG to OeKB, which are based on the reporting guidelines for ECB investment fund statistics (ECB-IF reporting) in accordance with Regulations (EC) No 2533/98, No 2024/1988, No 379/2021, No 2532/98, No 2157/99, No 1917/22 Guideline ECB/2021/12, Section 44 (1) NBA and the AIFMG.
Aggregate EZB-IF report	Monthly reporting of aggregated balance sheet data to OeNB in accordance with the specifications provided by VÖIG to OeKB, which are based on the reporting guidelines for ECB investment fund statistics (ECB-IF reporting) in accordance with Regulations (EC) No 2533/98, No 2024/1988, No 379/2021, No 2532/98, No 2157/99, No 1917/22 Guideline ECB/2021/12, Section 44 (1) NBA and the AIFMG.
Fund master data	Required data for the classification of investment funds in accordance with Table 5 of ECB Regulation (EU) 2024/1988
Group	Group of companies, consisting of the parent company and all fully consolidated subsidiaries to be included in accordance with IFRS, in which the data recipient holds an interest.
Conditions of Use	This document in its current version.
Data protection	OeKB processes personal data in accordance with the provisions of data protection law. Further information on data processing in accordance with Art. 13 and 14 GDPR can be found at https://www.oekb.at/en/privacy-policy.html.

3. Authorization to access the OeKB Fund Data Portal

3.1 First-time Registration

Each data reporter and each data recipient must register by sending a duly signed, fully completed registration declaration (Annex 1) and keep this data up to date.

The exchange of fund data and its provision via the OeKB Fund Data Portal is subject to the condition that a valid registration declaration with current master data is available.

3.2 Authorization concept

3.2.1 Profiles

As part of its FundsXML working group, VÖIG has developed standardized filters that are selected by the management company to filter out certain data nodes that are not relevant for the data recipient or should not be disclosed to the data recipient. The management company uses the profile to determine the depth and breadth of data in which fund data is made available in the OeKB Fund Data Portal. The profiles available to the data reporters are described in more detail in the document OeKB Fund Data Portal Authorization Concept (Annex 3).

3.2.2 AccessRules

The access authorization for fund data in the OeKB Fund Data Portal is defined by the AccessRules, the schema of which was made available to OeKB by VÖIG as part of its FundsXML working group.

Data reporters use the AccessRules to determine who is authorized to access fund data, from when and up to what cut-off date, at what frequency and in what data depth and breadth (see point 3.2.1). The structure and application of the AccessRules scheme are described in more detail in the document OeKB Fund Data Portal Authorization Concept (Annex 3).

OeKB ensures that the fund data is activated in accordance with the AccessRules and assigns corresponding access Authorizations to the portal user(s).

4. Journal

OeKB keeps a journal which logs all downloads of fund data by data recipients, including date and time. It is used by OeKB to check whether access to fund data takes place in accordance with these Conditions of Use.

5. Confidentiality and Data Protection

5.1 Confidentiality

The confidential treatment of fund data is of utmost importance for management companies, which is why OeKB, the data recipients and the data reporters are subject to a strict confidentiality obligation.

All information and data that are uploaded to the OeKB Fund Data Portal and that are not to be made available to third parties in accordance with section 10 of these Conditions of Use or that may be disclosed to third parties in accordance with the statutory provisions (hereinafter referred to as 'Confidential Information') must be treated as strictly confidential by OeKB, the Data Recipients and the Data Reporters.

OeKB and Data Recipients undertake to impose their confidentiality obligation on their employees and vicarious agents and are liable for them as for themselves.

The obligation of confidentiality and compliance with data protection shall apply beyond deregistration in accordance with point 9.

5.2 Data protection

The Data Recipient, the Data Reporter and OeKB are obliged to comply with the provisions of the General Data Protection Regulation (EU) 2016/679 ('GDPR') and the Federal Act on the Protection of Individuals with regard to the Processing of Personal Data (Federal Law Gazette I 1999/165 as amended - 'DSG') and, in particular, to treat confidential information as secret and not to use, process or disclose it for their own purposes. OeKB processes personal data in accordance with the provisions of data protection law. Further information on data processing in accordance with Art. 13 and 14 GDPR can be found at OeKB Privacy Policy.

The data recipient is obliged not to use fund data for any purpose other than the intended use as defined in these Conditions of Use and must take security precautions for this purpose.

In particular, the data recipient is obliged not to use fund data for its own purposes or the purposes of third parties or to utilize it in any other way (prohibition of use and utilization). In particular, the data recipient is prohibited from using fund data to replicate portfolios or as a basis for its own investment decisions, from analyzing it or passing it on to third parties.

5.3 Contract penalties

The Data Recipient undertakes to pay a contractual penalty of EUR 50,000 to OeKB in the event of a breach of confidentiality or data protection by the Data Recipient, its employees, portal users or vicarious agents (§ 1313a ABGB), irrespective of damage or fault. This contractual penalty is not subject to judicial mitigation. OeKB undertakes to assign any claim arising from this contractual penalty to the management company that has suffered a loss from this breach. OeKB reserves the right to claim damages from the data recipient more than the contractual penalty.

OeKB shall indemnify and hold harmless the respective management company for all damages resulting from a breach of confidentiality or data protection by OeKB, its employees or its vicarious agents (§ 1313a ABGB) up to a maximum amount of EUR 17,650 per calendar year. This contractual penalty is not subject to judicial mitigation. The annual limitation of the contractual penalty shall also apply if several data activations are affected by an infringement. The assertion of further damages by the management company in accordance with the liability rules (point 11) remains unaffected.

6. Access to the OeKB Fund Data Portal

6.1 OeKB service platform

A requirement for the use of the OeKB Fund Data Portal is the acceptance of the Conditions of Use OeKB Service Platform with the registration statement (Annex 1).

The current version of the OeKB Fund Data Portal does not provide for two-factor authentication. This can be introduced for all users of the OeKB Fund Data Portal after consultation with VÖIG and would be invoiced separately.

6.2 Uploading fund data

Fund data has to be uploaded by the data reporter in the standardized FundsXML format either via the OeKB Fund Data Portal Web Client or via a suitable HttpClient to the OeKB Fund Data Portal.

At the same time as the fund data is uploaded, the data reporter instructs OeKB to release fund data - as defined in the AccessRules of the data reporter.

A reply file is available to the data reporters, from which the status of the uploaded FundsXML file can be taken. This allows the data reporter to check whether the FundsXML file could be processed or not. For reasons of caution, data reporters should therefore regularly check whether the fund data they have uploaded has been saved correctly in the OeKB Fund Data Portal.

6.3 Retrieval of fund data

Data recipients can retrieve fund data from the OeKB Fund Data Portal either via the OeKB Fund Data Portal Web Client or via a suitable HttpClient and in accordance with the AccessRules defined by the data reporter.

6.4 Portal user and system users

When registering for the first time (Annex 1), data reporters and data recipients inform OeKB of the administrator and those users who are authorized to upload fund data to the OeKB Fund Data Portal or download fund data from the OeKB Fund Data Portal. The scope of the users' rights must be disclosed in accordance with the document User Rights OeKB Fund Data Portal (Annex 4). Changes to the assignment or

cancellation of user rights must be announced by the administrator by means of a form sent by e-mail (Annex 2). A change of administrator requires an update of the registration (Annex 1).

OeKB is responsible for assigning access authorization to the OeKB Fund Data Portal.

A portal user who has not been active at least once within two years of uploading/downloading fund data loses his access authorization to the OeKB Fund Data Portal without prior notification.

All acts and omissions of a portal user are attributable to the data reporter or data recipient who has designated the portal user, whereby the data reporter or data recipient is liable as for his own acts and omissions.

Access to the OeKB Fund Data Portal can also be automated with the aid of computer programs (software) ('system user'). The prerequisite is that a corresponding system user access has been set up at OeKB. Damages caused by a system user are to be attributed to the data reporter or data recipient who had the system user access set up.

6.5 Access times

Access to the OeKB Fund Data Portal is always open. However, OeKB reserves the right to temporarily block it to carry out data backup, system, maintenance, database, or program maintenance work. In this case, OeKB is obliged to inform the data reporters and data recipients at least 24 hours in advance if the work is carried out on banking days between 8.00 am and 4.15 pm.

6.6 Integrity and authenticity

The fund data uploaded to the OeKB Fund Data Portal by the data reporter will not be checked by OeKB for integrity or authenticity. The responsibility for the reported fund data, in particular for its accuracy and completeness, lies with the data reporter. OeKB assumes no liability whatsoever for the accuracy, completeness and timely availability of the fund data uploaded by the data reporters.

7. Fees

Fees for the provision of the OeKB Fund Data Portal as well as provisions according to point 10.3 are charged in accordance with Annex 5. In the event of price changes, OeKB shall notify the data reporter/data recipient of the new prices at least 3 months in advance and inform VÖIG thereof. In this case, the data reporter/data recipient may deregister with effect from the price increase by the 15th of the month preceding the price increase at the latest. The pro rata fee for the remaining period until the end of the year shall be refunded by OeKB.

8. Help Desk

OeKB has set up a Help Desk to clarify questions about the OeKB Fund Data Portal. Enquiries to the Help Desk are to be sent by e-mail (fondsdaten@oekb.at).

9. Deregistration

The use of the OeKB Fund Data Portal can be terminated by submitting the deregistration statement enclosed in Annex 6. Deregistration from the OeKB Fund Data Portal is possible without giving reasons, subject to a three-month notice period, to the end of each calendar year. The prerequisite is the submission of a fully completed deregistration form to OeKB. If no such deregistration takes place, the fee specified in Annex 5 must be paid, even if the OeKB Fund Data Portal is not used.

10. Disclosure and provision of fund data to third parties

10.1 Disclosure of fund data within the group

Data recipients are authorized to forward downloaded fund data within the Group for regulatory reporting purposes. The data recipient is responsible for checking whether the Group offence exists in accordance with the Conditions of Use and for compliance with data protection regulations and/or banking secrecy within the meaning of § 38 BWG.

10.2 Provision of fund data to third parties

Fund data uploaded by the data reporter and released via AccessRules can be made available by OeKB to commercial third parties ('data vendors') in the OeKB Fund Data Portal.

The data reporter expressly agrees that OeKB may conclude contracts with data vendors for the provision of his fund data in the OeKB Fund Data Portal in return for a usage fee. This is subject to the condition that the fund data is provided to the data vendor for release in accordance with the AccessRules assigned by the data reporter.

10.3 Provision of (aggregated) fund and fund master data to the OeNB

To support and facilitate efficient regulatory reporting, OeKB is authorized to process fund data uploaded by the data reporter in accordance with the specification document provided to OeKB by VÖIG, and to make such data available to the OeNB via the OeKB Fund Data Portal.

The data reporter hereby grants OeKB its explicit consent to provide (aggregated) fund data via the OeKB Fund Data Portal - by means of transmission through Secure Reporting Mail - for retrieval by the OeNB, provided that the data are designated for the OeNB by populating the field FundsXML4/Funds/Fund/CountrySpecificData/AT/OeNB/Meldungstyp with the value "OFI".

To support and facilitate efficient regulatory reporting, OeKB is furthermore authorized - and the data reporter hereby grants its explicit consent - to provide, via Secure Reporting Mail transmission, the fund master data that must be reported by the data reporter outside the OeKB Fund Data Portal within the scope of OeKB's ISIN allocation pursuant to point 1.5 of the OeNB Disclosure Reporting Guideline (ARL) ECB Investment Fund Statistics, and that are processed in accordance with the specification document made available to OeKB by VÖIG, and to transmit such data to OeNB.

10.4 Data transfer of volume data by OeKB

OeKB collects volume data for Austrian investment and property investment funds on behalf of VÖIG.

In order to enable this in an efficient manner for Austrian management companies, OeKB will, as of 1 December 2020, extract the following content from the data provided for the purpose of regulatory reporting and for provision to the OeNB pursuant to point 10.3:

— Volume ISIN
FundsXML4/Funds/Fund/SingleFund/ShareClasses/ShareClass/TotalAssetValues/TotalAssetValue/TotalNetAssetValue/Amount

— Net change ISIN
FundsXML4/Funds/Fund/SingleFund/ShareClasses/ShareClass/CountrySpecificData/AT/TotalNetAssetValue/SubscriptionRedemption/Amount

— Volume own Subfonds ISIN
FundsXML4/Funds/Fund/SingleFund/ShareClasses/ShareClass/CountrySpecificData/AT/TotalNetAssetValue/OwnSubfunds/Amount

— Externally managed volume ISIN
FundsXML4/Funds/Fund/SingleFund/ShareClasses/ShareClass/CountrySpecificData/AT/TotalNetAssetValue/ManagedExternally/Amount

sending it to your own databases for analyses or online applications (closed usergroup).

- VÖIG,

- the reporting management companies,

- OeNB and

- FMA

or make them visible to them.

In addition, OeKB is authorized to enter the volumes (Volume ISIN - FundsXML4/Funds/Fund/SingleFund/ShareClasses/ShareClasses/TotalAssetValues/TotalAssetValue/TotalNetAssetValue/Amount) for funds defined by the management company as retail funds in its own analyses and to make them available to its own customers.

Furthermore, OeKB is authorized to use the data entered in the

- FundsXML4/Funds/Fund/CountrySpecificData/AT/OeNB/Distribution/Amount

field to calculate the total distributions of the investment funds and the distributions of the real estate investment funds and to forward the respective totals to VÖIG.

OeKB will not use the data for any other purpose.

11. Liability

OeKB commits itself to exercise the diligence of an IT service provider when programming and operating the OeKB Fund Data Portal. OeKB is responsible for exercising the diligence of a prudent and conscientious entrepreneur.

OeKB is liable for damages caused by it in the fulfilment of its obligations under these Conditions of Use within the scope of the law only for gross negligence and intent. In no event shall OeKB be liable for any direct or indirect consequential damages or for damages to third parties. The total damage to be compensated by OeKB is limited to the amount of the fee paid by the injured party in the calendar year prior to the occurrence of the damage in accordance with Annex 5.

OeKB, excluding liability for slight negligence, shall ensure that the OeKB Fund Data Portal is accessible on banking business days from 8:00 to 16:15. OeKB also makes use of external components in the form of hardware or system software that comply with the state of the art. For these components, only the warranty and liability provisions of the respective suppliers apply.

OeKB shall be liable to the data reporter in the event of culpable unauthorized disclosure of fund (master) data or for culpable unauthorized access to fund (master) data by data recipients or other unauthorized third parties.

OeKB is not liable for damages and delays caused by a disruption of its operations due to force majeure (vis major). The same applies to damages incurred by a Data Reporter or a Data Recipient as a result of technical problems or as a result of partial or complete unusability of the IT system used by the Data Reporter or Data Recipient, unless such damages are due to willful intent or gross negligence on the part of OeKB.

Data reporters and data recipients are liable to OeKB for any culpable breach of confidentiality and data protection (point 5) and any misuse of the OeKB Fund Data Portal. In such cases, they are obliged to indemnify and hold OeKB harmless.

12. Contract duration and cancellation

The Conditions of Use are the contractual basis for the provision of the OeKB Fund Data Portal and apply in the relationship between OeKB and the data reporters as well as in the relationship between OeKB and the data recipients as soon as a service of OeKB is utilized. They apply to registered data reporters/data recipients from the time of initial registration (point 3.1) until deregistration (point 9).

Data Reporters and Data Recipients are authorized to deregister with immediate effect if

i. OeKB violates confidentiality and data protection (point 5) and/or culpably acts incorrectly when forwarding data;
ii. the OeKB Fund Data Portal does not function in accordance with the Conditions of Use or is not technically reliable;
iii. OeKB violates important provisions of the Conditions of Use; or

OeKB is authorized to unilaterally terminate the validity of the Conditions of Use vis-à-vis data reporters/data recipients with immediate effect for good cause, in particular in the following cases

i. if the Data Declarant/Data Recipient is at least one month in arrears with the settlement of outstanding invoices;
ii. if the Data Declarant/Data Recipient fails to update its master data despite repeated requests by OeKB (Section 3.1) or otherwise
iii. breaches important provisions of this Agreement, in particular a breach of confidentiality and data protection (clause 5).

In the event of termination, OeKB is authorized to block access to the OeKB Fund Data Portal with immediate effect. The obligation to pay an outstanding fee pro rata until the contract is blocked remains in force.

In addition, OeKB has the right to terminate the Conditions of Use in accordance with the statutory provisions by giving three months' notice to the end of each calendar year.

13. Other terms and conditions

13.1 Applicable law

The legal relationship between the Data Submitter and OeKB on the one hand and between the Data Recipient and OeKB on the other shall be governed by Austrian law to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

13.2 Jurisdiction

All legal disputes arising from or in connection with the Conditions of Use, including their validity, shall be subject to the exclusive jurisdiction of the courts competent for the first district of Vienna in relation to OeKB.

13.3 Severability clause

Should individual provisions of the Conditions of Use be or become invalid or contestable, this shall not affect the validity and applicability of the remaining provisions, which shall be interpreted or supplemented in such a way that their intended purpose is achieved as far as possible.

Annex

Annex 1	Registration Statement OeKB Funds Data Portal
Annex 2	Setup and cancellation of users by administrator OeKB Fund Data Portal
Annex 3	OeKB Fund Data Portal Authorization Concept
Annex 4	User Rights OeKB Fund Data Portal
Annex 5	Fees OeKB Fund Data Portal
Annex 6	De-registration Statement OeKB Funds Data Portal
Annex 7	DORA-Addendum

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