



AMENDMENT TO THE DEPOSITARY BANK AGREEMENT

EFFECTIVE DATE AS AT 01/01/2021

BETWEEN:

Edmond de Rothschild (Europe), organized and existing under the laws of Luxembourg and having its registered office in Luxembourg at 4 rue Robert Stumper, L-2557 Luxembourg, with a capital of 31.500.000 Euros and registered with the Commercial Registry of Luxembourg under number B 19194.

Hereinafter referred as “EdRE”

And,

Mercureim Eurofund I S.C.A. SICAV-RAIF, a corporate limited partnership by shares (*société en commandite par actions*) qualifying as a société d’investissement à capital variable – fonds d’investissement alternatif réservé under the RAIF Law , having its registered office at 4, rue Robert Stumper, L-2557 Luxembourg and registered with the Luxembourg trade and companies register under no. B-204861, (the “**Company**”) hereby represented by its general partner, **Mercureim S.à r.l.**, a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 25C, Boulevard Royal L-2449 Luxembourg and registered with the Luxembourg trade and companies register under number B-204486, acting in its capacity as general partner of the Company (the “**General Partner**”) (each reference to actions of, and determination by, the Company herein shall be a reference to actions of, and determination by, the General Partner acting in its capacity as general partner and for the account of the Company, unless the context requires otherwise);

Hereinafter referred to as “the Company”

And

Fuchs Asset Management SA, a Luxembourg company whose registered office is located at 49, boulevard Prince Henri, L-1724 Luxembourg, registered with the Luxembourg trade and companies register under no B188359.

Hereinafter referred to as “the Management Company”



Hereinafter referred to as one "Party" or collectively the "Parties",

Whereas

- ▶ The Parties have signed a Depositary Bank Agreement (the "Agreement") on the date here above mentioned, as may have been amended from time to time.
- ▶ EdRE and the Company entered into a domiciliary agreement with effect as of 1 January 2021.
- ▶ Accordingly, in order to avoid any overlapping between the provisions of the domiciliary agreement and the Agreement, EdRE wishes to amend the Agreement in order to remove the domiciliation provisions from it.
- ▶ Accordingly, the Parties agree to amend the Agreement as per the terms of this amendment.
- ▶ The articles and other terms of the Agreement not explicitly amended hereby remain fully applicable.
- ▶ This amendment forms an integral part of the Agreement. The recitals are an integral part of this amendment.

It is hereby agreed that the former article titled "*Miscellaneous services : fiduciary deposits and domiciliary agency services*" is amended and shall henceforth read as follows:

" Fiduciary deposits services

The Depositary Bank may, only at the Company's and/or Management Company's request and subject to the entering into a specific agreement, act as fiduciary in accordance with the Luxembourg law of 27 July 2003 on trusts and fiduciary contracts. "

It is also agreed that the former provisions of the Agreement exclusively dedicated to "*Personal Data Protection*" are amended and shall henceforth read as follows:

"The Parties undertake to comply with their respective obligations under Applicable Laws on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

EDRE acting as independent controller

Whilst providing the services set forth in this Agreement, EDRE, acting in its capacity as independent controller, may/will carry out certain personal data processing operations (e.g., for the purpose of EDRE's legitimate interests or as required for compliance with legal and/or regulatory obligations applicable to EDRE), including on Personal Data."

It is finally agreed that all cross references in the Agreement to the former provisions related to the "*Personal Data Protection*" are hereby removed or, as the case may be and to the extent appropriate, replaced by the references to the new terms as stipulated hereabove.

Made in triplicate in Luxembourg.



Signed for and on behalf of the **Company**,

By
Name: *Christophe Nadal*
Title: *Manager*

By
Name: *Bernd von Santen*
Title: *Manager*

Signed for and on behalf of **Edmond de Rothschild (Europe)**,

By
Name:
Title:

By
Name:
Title:

Signed for and on behalf of **Fuchs Asset Management SA**,

By
Name: *Jean-Jacques LAVIT*
Title: *Managing Director*

By
Name:
Title:

