

NNA Portal

Application form for business partners of Clearstream Banking S.A.

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This NNA Portal application, between

Company name (full name)

Registered address

City

Postcode

Country

Telephone

Email

SWIFT

Commercial registration authority

Commercial registration number

Legal form

herein referred to as the “**Business Partner**”; and

Clearstream Banking S.A. registered at 42 Avenue JF Kennedy, L-1855 Luxembourg, RCS Luxembourg B 9248 herein referred to as **Clearstream Banking**:

whereby the Business Partner subscribes to Clearstream Banking’s connectivity services, herein referred to as “**Xact Services**” and “**NNA Services**”, by completing this application form and the respective sections.

We hereby acknowledge receipt of the Terms and Conditions of the NNA Portal Agreement ([Appendix 3](#)) and expressly confirm our acceptance to be bound by its terms and conditions.

The purpose of this application is to

define a new setup

amend the NNA Portal application form dated _____

For and on behalf of the Business Partner:

Name: _____

Name: _____

Title: _____

Title: _____

Date and authorised signature:

Date and authorised signature:

Please complete appendices 1 and 2, and return this application form to Vestima Service Implementation and Support.

Appendix 1. Contact information

Business Partner technology contacts

Business contact

Name

Title

Telephone

Email

Technical contact

Name

Title

Telephone

Email

Initial administrators to be set up in Xact Web Portal (mandatory):

Initial administrator (1)

Name

Title

Address

City

Postcode

Country

Telephone

Email

Initial administrator (2)

Name

Title

Address

City

Postcode

Country

Telephone

Email

Please ensure that the contact details for the initial administrators are correct as they will be used to deliver the initial access letters.

Please tick this checkbox to acknowledge that your computer installation meets the minimum technical requirements as stated in the [Xact Web Portal User Manual](#).

Business Partner operational contacts

Operational contact (1)

Name

Title

Telephone

Email

Operational contact (2)

Name

Title

Telephone

Email

Operational management (first level escalation)

Name

Title

Telephone

Email

Appendix 2. NNA Services setup

Xact Web Portal allows access to the NNA Services of Clearstream Banking. Resources belonging to the Business Partner will be linked to the Business Partner's Organisational Unit set up by Clearstream Banking to which this application relates.

Subscription to the following services is enabled by default:

User Management	Management of users, users' groups and users permissions as described in the Xact Web Portal User Manual .
Dashboard services	Standard queries enabling you to monitor your business activities, preferred queries, pending tasks, alerts, news etc., as described in the Xact Web Portal User Manual .

Appendix 2 covers NNA Services specific setup data to be completed by the Business Partner.

Technical setup

Organisational Unit

New Organisational Unit (OU)

Update to existing OU – Name: _____

NNA Participants setup

Following NNA Participants to be included in the Business Partner OU:

NNA Participant ID (1) – mandatory *

Fund agent function

Funds covered

* assigned by Clearstream Banking

NNA Participant ID (2) – optional *

Fund agent function

Funds covered

* assigned by Clearstream Banking

NNA Participant ID (3) – optional *

Fund agent function

Funds covered

* assigned by Clearstream Banking

Different NNA Participants may be used if the Business Partner wishes to segregate the NNA Services by fund families handled by different teams within its organisation.

NNA Services authorisation level

**Authorisation level
(one choice only)**

2-eyes principle

4-eyes principle

Billing

The Business Partner shall receive an invoice detailing the provided NNA Services per month. The invoice amount is payable to Clearstream Banking's bank account as specified on the invoice.

General setup

VAT ID

**Invoice distribution method
(one choice only)**

Electronic invoice

Paper invoice

Electronic Invoice Distribution service

If the electronic invoice is ticked as invoice distribution method above (no paper invoices will not be sent), the Business Partner needs to ensure that the below email address is always up to date and that emails are received and will set up relevant processes to ensure settlement of the relevant invoices received by the Business Partner on such email account when due. The Business Partner will give at least 15 days prior notice to Clearstream Banking if the announced email address changes or becomes void.

**Email address to receive the invoice
as PDF attachment:**

Paper invoice

If the paper invoice is ticked as invoice distribution method above (no electronic invoice applies), the Business Partner registered address (as defined on page 1 of this form) will be used for invoice distribution.

The Business Partner is informed that the printing and mailing of invoices will be outsourced by Clearstream Banking and the Business Partner hereby gives power of attorney to the service provider appointed by Clearstream Banking to receive from Clearstream Banking the information that is needed for this service, together with the Business Partner address. This power of attorney is granted for the duration of the contractual relationship.

Business Partner contact details for invoicing related matters

Name

Title

Telephone

Email

Billing Portal

Internet access to the Billing Portal (optional)

We certify to have access to the Billing Portal.

Email address of the central coordinator

or

We complete and return the Billing Portal application form.

The invoice copies are available in the Billing Portal. In order to get access to the Billing Portal please complete and return the related subscription form (Application form for access to Billing Portal of Deutsche Börse AG).

Appendix 3: NNA Portal Agreement

Terms and conditions

1. Definitions

- 1.1 The term "ANNA" shall mean the Association of National Number Agencies.
- 1.2 The term "Certificate(s)" shall mean a certificate that specifies the name of a ClearstreamXact user and certifies that a public key, which is included in the certificate, belongs to that user. A digitally signed message is created with the aid of the private key that corresponds to the public key in this person's Certificate. A Certificate is issued and digitally signed by a certificate authority (CA). A Certificate's validity can be verified by checking the CA's digital signature, also called digital ID, digital passport, public-key certificate X.509 certificate and security certificate.
- 1.3 The term "CFI" shall mean the Classification of Financial Instruments being a security description code defining the instrument characteristics as per ISO 10962:2015 when the concerned financial instrument is issued.
- 1.4 The term "Clearstream Banking" shall mean and refer to Clearstream Banking S.A. organised as a société anonyme and incorporated under the laws of the Grand Duchy of Luxembourg.
- 1.5 The term "Clearstream Banking's Source" shall mean such third-party licensors and owners of the Software and/or its components.
- 1.6 The term "Contract" shall mean and refer to this Connectivity Agreement together with the Schedules and any other addenda attached hereto.
- 1.7 The term "Documentation" shall mean and refer to all documentation provided under this Contract, the Schedules, the User Guides and any other documentation provided with the service to which the Business Partner has subscribed and to which this Contract applies.
- 1.8 The term "Effective Date" shall mean and refer to the date of subscription to the specific service.
- 1.9 The term "FISN" shall mean the Financial Instrument Short Name code developed to provide a consistent and uniform approach (as per ISO 18774:2015) to standardise short descriptions for financial instruments.
- 1.10 The term "Installation Country" shall mean and refer to the country of the Business Partner's computer installation.
- 1.11 The term "ISIN" shall mean the International Securities Identification Number being a twelve-digit alphanumeric code which uniquely identifies a specific security as per ISO 6166.
- 1.12 The term "NNA" shall mean the National Numbering Agency.
- 1.13 The term "NNA Portal" is a web-based application accessed with the Xact Services and covering exclusively the NNA Services.
- 1.14 The term "NNA Services" shall mean the services linked to Clearstream Banking's role as NNA covering the issuance and maintenance of ISIN, CFI and FISN codes on Luxembourg-domiciled securities according to ANNA guidelines and more specifically for Luxembourg-incorporated investment funds and companies. In the context of the NNA Portal, the NNA Services are extended

to Clearstream Banking eligibility assessment requests (for settlement and custody) on the beforementioned issued ISIN codes.

- 1.15 The term "Schedule" shall mean and refer to the Schedules hereto, executed by Clearstream Banking and the Business Partner and attached to and expressly made a part of this Contract.
- 1.16 The term "Smart Card(s)" shall mean and refer to a secure cryptographic token used to perform cryptographic operations and to protect user credentials.
- 1.17 The term "Software" shall mean and refer to the computer software products specified in any Schedule, manuals, documentation or other materials supplied therewith.
- 1.18 The term "Third Party" shall mean any natural person or legal entity who is not a party to the Contract; for the avoidance of doubt, subsidiaries and/or affiliates of the Business Partner are Third Parties.
- 1.19 The term "Use" of Software shall mean to load, utilise, store or display the Software.
- 1.20 The term "Xact Services" shall mean the Clearstream Banking connectivity services, to which the Business Partner has subscribed.

2. Purpose

- 2.1 Clearstream Banking is offering to the Business Partner the non-exclusive facility of using the Xact and NNA Services selected by the Business Partner in the application form provided with this Contract.
- 2.2. By applying to the NNA Services, the Business Partner becomes a beneficiary of these services and shall not be considered as a customer in the primary sense within Clearstream Banking ICSD business activity.
- 2.3 Clearstream Banking shall provide the Business Partner with the Documentation, including without limitation technical specifications, user guides and security procedures. The Business Partner shall follow the requirements and procedures set forth in the Documentation, which may be revised from time to time.
- 2.4. Clearstream Banking eligibility assessments (for settlement and custody) shall be processed in accordance to Clearstream Banking governing documents:
 - (i) Clearstream Banking does not monitor the compliance of its customers with the prospectus or any other document supporting the investment fund, and such compliance is the sole responsibility of Clearstream Banking's customers.
 - (ii) If the prospectus related to investment fund shares requires so, Clearstream Banking can restrict the transferability of investment fund shares within Clearstream Banking which implies the involvement of the investment fund or its agents to control transfers between customers. Rejection of these terms by the investment fund or its agents implies that Clearstream Banking cannot accept the impacted investment fund shares for settlement, custody and order routing.
 - (iii) The Clearstream Banking eligibility assessment outcome on investment funds shares shall be based on Clearstream Banking governing documents and policies (subject to change at Clearstream Banking's discretion), and may have one of the following status:

- “Clearstream Banking eligible”: the investment fund share is freely transferable within Clearstream Banking
- “Clearstream Banking eligible restricted”: the investment fund share has the transferability restricted within Clearstream Banking, which implies the involvement of the investment fund or its agents to control transfers between customers. Internal transfers between customers may in certain cases be fully restricted within Clearstream Banking which implies for a transfer a re-registration of the investment funds holdings via the fund shareholders/unitholders register (at the investment fund’s discretion).
- “Clearstream Banking ineligible”: the investment fund share is not available for settlement, custody and order routing

2.5 The indicative processing timeframes for the NNA Services are as follows:

- (i) ISIN issuance request: within 24 hours
- (ii) Clearstream Banking eligibility assessment request: within 4 business days
- (iii) ISIN issuance with Clearstream Banking eligibility assessment request: within 5 business days
- (iv) Maintenance tickets: effective date dependent and as soon as technically possible

These indicative timeframes apply once the Business Partner is granted access to the NNA Portal, and under the provision that a request or ticket submission is duly complete and has passed the required Compliance assessment (where applicable).

Incomplete requests or tickets will be rejected and are required to be re-submitted by the Business Partner.

3. Certificates and Smart Cards

- 3.1 For the purpose of using the selected Xact Services, the Business Partner will use a suite of security products (for example, passwords, Smart Card(s) etc.) depending on the type of service selected.
- 3.2 The Business Partner shall exercise due care in safeguarding its Smart Card(s) or Certificates as well as in keeping confidential its PIN Code(s). Clearstream Banking shall not be responsible in the event of loss, theft, fraudulent or unauthorised use or for the performance of the Business Partner’s Smart Card(s) and/or its PIN Code(s) or its Certificate(s).

4. Security

- 4.1 The security Software is designed to the highest practical standards in terms of access, security, authentication and encryption.
- 4.2 The Business Partner agrees to be bound by and adhere to the security procedures set out in the Documentation, which Clearstream Banking may revise from time to time.
- 4.3 The Business Partner undertakes not to attempt to modify, circumvent or otherwise interfere with any of the security systems functions. Any such unauthorised activities will result in all warranties made by Clearstream Banking in relation to the security of the system being null and void.

5. Fees

- 5.1 The Business Partner will pay the fee in accordance with the terms of the Fee Schedule agreed separately between the parties. Any taxes and fees due in relation to the conclusion or fulfilment of the services, especially VAT, withholding tax, or any other tax shall be borne by the Business Partner at the prevailing rate and will be extra.
- 5.2 No power of attorney will be granted to any third party for invoice receiving or payment linked the NNA Services provided to the Business Partner.

6. Support

Clearstream Banking shall provide appropriate product support on a best efforts basis and in accordance with the terms of the Xact and NNA Services to which the Business Partner has subscribed under this Contract.

7. Business Partner's liabilities and obligations

- 7.1 The Xact Services provided under this Contract have been developed to operate in a technical configuration as specified in the Xact Web Portal User Manual. It is the responsibility of the Business Partner to ensure that the Connectivity Services operate in accordance with the operating system requirements and technical configuration described in the Documentation.
- 7.2 The Business Partner is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.
- 7.3 The Business Partner is responsible for installing the Software mentioned in the system requirements (that is, Operating system, Browsers, Java) including upgrades and security patches to the Software according to the installation instructions described in the Documentation.
- 7.4 The Business Partner must take all reasonable security measures to ensure that access to the Xact and NNA Services is solely granted to persons properly authorised within its own entity. Clearstream Banking shall not be liable for the consequences of unauthorised access in any event.
- 7.5 The Business Partner shall, at all times during the terms of this Contract, comply with applicable laws and regulations, including but not limited to the laws regarding the prevention and prosecution of money laundering and terrorist financing.
- 7.6 The Business Partner by using the NNA Services acknowledges being mandated as per the investment fund shares documentation, by the investment fund itself or by its management company, and that the reference data entered in the context of the NNA Services corresponds to the investment fund shares documentation. The Business Partner remains responsible for the accuracy and the maintenance of this reference data during the lifetime of the ISIN or as mandated by the investment fund itself or by its management company.
- 7.7 The Business Partner by creating maintenance tickets within the NNA Services acknowledges that
 - (i) ISIN codes to be cancelled are not launched on the market and no longer part of the documentation;
 - (ii) the maturity on ISIN codes is to be understood as the final maturity or liquidation date;

- (iii) a fund name change ticket does not replace existing corporate action processes (including shareholder notification) outside of the NNA Portal
- (iv) in case the Business Partner is no longer mandated as per the investment fund shares documentation, by the investment fund itself or by its management company that ISIN codes previously processed within the NNA Portal must be archived. Public reference data (if any) related to these ISIN codes remain available to the Business Partner via the ISIN Status Dashboard of the NNA Portal.
- (v) in case the Business Partner is mandated again as per the investment fund shares documentation, by the investment fund itself or by its management company that previously archived ISIN codes can be unarchived within the NNA Portal.

For (iv) and (v), Clearstream Banking does not monitor the mandate entitlement of a Business Partner on a continuous basis, this responsibility remaining solely with the Business Partner.

- 7.8 The Business Partner acknowledges that any downloaded file to be used for reference data upload in the NNA Portal shall only be used for its original purpose. No alteration, deletion or add-on is permitted as otherwise originally intended. It is the responsibility of the Business Partner to ensure that any file used for uploading is free from virus, malware, external links or embedded files.
- 7.9 The ISIN issuance status and/or its Clearstream Banking eligibility status is valid at the time the related request or a maintenance ticket was processed. Should the latest Clearstream Banking related reference data be required thereafter, the Business Partner shall access the ISIN Status Dashboard of the NNA Portal for this purpose.
- 7.10 This Clearstream Banking eligibility assessment confirmation (in PDF format) is valid at the time of its issuance. Should this confirmation be required again in future, the Business Partner shall access the ISIN Status Dashboard of the NNA Portal to re-validate the Clearstream Banking eligibility status of the investment fund shares.
- 7.11 In case the Business Partner uses the Clearstream Banking eligibility assessment confirmation to apply for a third-party service (e.g. listing application), the Business Partner remains responsible to inform the third-party in case of change of the Clearstream Banking eligibility status of its investment fund shares. Clearstream Banking takes no responsibility in informing the third-party on any NNA Portal related status or data, nor providing advice any third-party service.

8. Clearstream Banking's liabilities and obligations

- 8.1 Clearstream Banking warrants for the sole benefit of the Business Partner that if properly installed and used in accordance with the Documentation the Xact and NNA Services provided under this Contract comply with the specifications provided by Clearstream Banking in the Documentation.
- 8.2 Clearstream Banking undertakes to resolve, on a best efforts basis, any defects in the Xact and NNA Services identified by the Business Partner.
- 8.3 Clearstream Banking manages access to the Xact and NNA Services on a best efforts basis.

- 8.4 Clearstream Banking warrants to the Business Partner that it shall use commercially reasonable efforts to ensure that its IT infrastructure is free from any computer “virus” or any other malicious program code.
- 8.5 Components of the Xact Services are provided by third parties. Although Clearstream Banking has tested the third party components and warrants that such components meet the purpose for which Clearstream Banking has tested them, Clearstream Banking waives any responsibility for the availability and operation of third party software for any purpose for which the third party software has not been tested by Clearstream Banking.
- 8.6 Clearstream Banking acknowledge that a prospectus linked to a request or ticket within the NNA Services may be in certain cases confidential. Clearstream Banking may publish static data on the linked investment fund shares (such as ISIN, fund name, order routing related data) in other applications or reports. Neither private placements nor confidential prospectuses shall be made available to customers not holding the linked investment fund shares.
- 8.7 Clearstream Banking makes every effort to ensure that the information provided in the NNA Portal is correct but does not guarantee its accuracy or completeness. The NNA Portal does not cover all securities eligible in Clearstream Banking’s system nor provides all details related to securities listed in. Clearstream Banking accepts no liability for any loss or damage of any type resulting from errors herein.
- 8.8 In all other respects, Clearstream Banking shall only be liable if it acted with gross negligence or wilful misconduct.

9. Term and Termination

- 9.1 This Contract shall be valid for one (1) year from the date of execution. Beyond this initial term, the Contract shall be renewed automatically and tacitly for successive periods of one (1) year unless terminated by Clearstream Banking or the Business Partner upon ninety (90) calendar days’ written notice. Such notice can be served at any time.
- 9.2 In addition, Clearstream Banking reserves the right to terminate this Contract and suspend the provision of any services provided under this Contract with immediate effect, and without prior notice, if, in Clearstream Banking’s opinion, the Business Partner is in material breach of any obligation incumbent upon it under the Contract and/or the Documentation. This also applies if circumstances arise that Clearstream Banking reasonably believes would materially affect the Business Partner’s ability to fulfil the obligations incumbent upon it under the Contract and/or the Documentation.
- 9.3 Notice of termination shall be in writing and shall be sent to the relevant party’s correspondence address as notified to the other party in writing.
- 9.4 Upon termination of this Contract for any reason, the Business Partner shall promptly return any and all Software, if applicable, and any associated materials and Confidential Information to Clearstream Banking and shall warrant in writing to Clearstream Banking that all copies or translations thereof have been returned to Clearstream Banking or destroyed.

10. Confidentiality

- 10.1 The Business Partner undertakes to keep and treat as confidential and not to disclose to any third party any information of a confidential or proprietary nature concerning the Connectivity Services, their operability, Clearstream Banking’s know-how, trade secrets, business transactions of which

the Business Partner has been informed as a result of the execution of this Contract (the "Confidential Information") nor make use of such Confidential Information for any purpose whatsoever except for the purpose of carrying out its duties under this Contract.

10.2 Information will not be considered Confidential Information if:

- i) already published or available to the public other than by a breach of this Contract;
- ii) rightfully received from a Third Party not in breach of any obligation or confidentiality;
- iii) independently developed by personnel or agents of any party without access to the Confidential Information of the other.

10.3 The Business Partner shall take adequate safeguards to maintain the confidentiality of the Confidential Information by or to any other corporation, individual, firm or organisation, including, but not limited to, such specific safeguards as Clearstream Banking may request from time to time.

10.4 The Business Partner acknowledges that the Software and the Documentation, as well as all amendments, updates and new releases thereof supplied by Clearstream Banking and Clearstream Banking's Source contain proprietary, confidential and trade secret information developed or acquired by Clearstream Banking or Clearstream Banking's Source. The latter parties retain all trade secret rights thereto.

10.5 The receipt of any Confidential Information does not confer any intellectual property rights in the said Confidential Information to the Business Partner. Any technology, know-how, data or related product development, whether or not based, directly or indirectly, on Confidential Information ("Clearstream Banking Know-How") is and shall be the sole property of Clearstream Banking and all applicable rights in patents, copyrights, trademarks and trade secrets relating thereto (the "Property Rights") shall remain the property of Clearstream Banking. The Business Partner undertakes not to sell, transfer, license, publish, disclose, display or otherwise make available the Clearstream Banking Know-How without Clearstream Banking's prior written consent, to any third party, nor to use it for its own purposes or benefit except as provided herein.

10.6 The provisions of this Article 11 shall survive the expiration or termination of this Contract.

11. Data protection

In the context of the performance of this Contract, Clearstream Banking may in certain instances carry out acts of processing of personal data on behalf of the Business Partner and shall do so in accordance with the terms of Clearstream's Notice of European Union Data Protection Terms (the "GDPR Notice"). The Business Partner will qualify as the data controller (within the meaning of the general data protection regulation Article 4 Nr.7) in respect of the personal data processed in the scope of the Contract (hereinafter the "Data"). Whilst performing services, Clearstream Banking may have access to the personal data and/or may act as processor (within the meaning of the above mentioned GDPR Notice) to the Business Partner with respect to the processing of the personal data.

In this event, Clearstream Banking undertakes to:

- a) Process the personal Data exclusively in accordance with (i) the terms of the GDPR Notice; (ii) the Contract, or (iii) the instructions received from the Business Partner from time to time, either orally or in writing; and

- b) Implement all appropriate technical and organisational measures necessary to ensure the safety and confidentiality of the personal Data against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against all other unlawful forms of processing.

12. Audit

Clearstream Banking, or its employees, may, if Clearstream Banking has reason to believe that the terms and conditions of this Contract have been infringed, upon prior written notice, inspect the Business Partner's computer installations to verify the Business Partner's compliance with the terms and conditions of this Contract. Clearstream Banking shall at such occasion protect the confidentiality of the Business Partner's information and abide by the Business Partner's reasonable security regulations while on the Business Partner's premises.

13. Miscellaneous Provisions

- 13.1 This Contract shall be governed, construed and interpreted in accordance with the laws of the Grand Duchy of Luxembourg. The Business Partner submits to the non-exclusive jurisdiction of the competent Luxembourg courts for any litigation that may arise.
- 13.2 If a court of competent jurisdiction holds any provision of this Contract to be illegal or invalid, the provisions will be automatically severed from this Contract. Any such holding will not affect the legality or validity of the remaining provisions of this Contract.
- 13.3 If a party fails to give notice or enforce any right under this Contract, such failure shall not constitute a waiver of such right, unless such waiver is reduced in writing and signed by the waiving party. If a party waives its right in writing, such waiver shall not constitute a waiver of any other right or of any subsequent violation of the same right that has been waived.
- 13.4 All notices required or permitted under this Contract shall be made through an authenticated communication system (for example, authenticated SWIFT message, or registered letter).
- 13.5 This Contract contains all the terms agreed by the parties regarding the subject matter of this Contract and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing relating to the Xact and NNA Services subscribed for, and no representation, understanding or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the execution of this Contract or any Schedule except as expressly incorporated in this Contract.
- 13.6 Clearstream Banking reserves the right to amend this Contract. Clearstream Banking shall notify the Business Partner in writing by mail of any such amendment and of the effective date thereof. Unless the Business Partner shall inform Clearstream Banking in writing to the contrary within ten business days following the date of receipt of Clearstream Banking's notice, the Business Partner shall be deemed to have accepted such amendments.

Contact

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