

Power of Attorney

(Letterhead of the Company)

Attn: Clearstream Banking S.A. (“CBL”)

This Power of Attorney is granted on: _____

By:

Client’s registered name

Registered Address

Postal code and town

Country

Commercial registration authority and number

(hereafter the “**Company**”)

The Company hereby appoints:

Attorney’s registered name

Registered Address

Postal code and town

Country

Commercial registration authority and number

(hereafter the “**Attorney**”)

as its Attorney in relation to the following account number(s) of the Company at CBL:

List of Account numbers

(hereafter the “Accounts”)

The Company hereby confers the following rights to the Attorney for the above listed Accounts:

(please tick relevant rights)

☐ **Administration and Operation of the Accounts**

- review, execute and deliver to CBL, in the name and on behalf of the Company, any documentation relating to the Accounts necessary for, or incidental to, the administration and operation of the Accounts, and
- request and receive information on the Accounts via email and/or via phone, solely within the scope of services and activities selected in this Power of Attorney, and subject to compliance with CBL’s identification procedures applicable thereto (as amended or renewed from time to time).
- perform all other acts, in the name and on behalf of the Company, necessary for, or incidental to, the administration and operation of the Accounts, with the exception, for the avoidance of doubt, of opening/closing of accounts, the debit or credit of the Accounts, or any action in regards to corporate actions or proxy voting

through the following Attorney’s communication means and addresses:

- Registered letter signed by Authorised Person of the Attorney; or
- the Attorney’s Swift address(es) _____; or
- the Attorney’s own Xact Web Portal Organisational Unit:

- or any other communication address that the Company would designate to CBL under the terms of this Power of Attorney

☐ **Conclusion of specific agreements with CBL**

Enter into the following specific agreements with CBL, in the name and on behalf of the Company, related to:

Name	Topic of Agreement

☐ **Modification of this Power of Attorney**

- ☐ Add or remove via registered letter or Authenticated Message, new Accounts of the Company to this Power of Attorney
- ☐ Modify, via registered letter or Authenticated Message, the Attorney's communication address(es) notified in this Power of Attorney

Definitions

"Authenticated Message": a communication that is sent by post mail in writing and signed by Authorised Person(s), or a communication that is sent as attachment to an email and signed electronically by Authorised Person(s) or that is sent via authenticated Swift message. It also includes any other secured communication media the use of which is agreed in writing by CBL, the Company and the Attorney

"Authorised Person": with respect to the Company and the Attorney, any such person duly authorised by the Company or the Attorney to give instructions or notices on their behalf

"CBL Governing Documents": The General Terms and Conditions ("GTCs") and the Client Handbook for Clients which may be amended from time to time, or such other documents as CBL may, from time to time, so designate.

Miscellaneous

All communication given by the Attorney to CBL shall comply with the format, modes of communication, terms and procedures as specified by CBL and in particular as set forth under this Power of Attorney, under CBL General Terms and Conditions and Governing Documents, and under the agreement covering the relevant service.

The Company confirms and represents that the present Power of Attorney represents all terms applicable to it and the Attorney in relation to the subject matter set out herein and that, unless terminated in accordance with the provisions set out herein and subject to any amendments of this Power of Attorney in accordance with the terms hereof, is and will remain in full force and effect.

The Company hereby agrees that it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority or purported authority of this Power of Attorney and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this Power of Attorney. The Company hereby exonerates CBL, and agrees to indemnify and hold CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable Attorneys' fees and disbursements), incurred by CBL as a result of, or arising out of, any action or omission taken by the Attorney under this Power of Attorney or otherwise resulting from the reliance by CBL on this Power of Attorney and the terms hereof.

The Company and the Attorney hereby agrees and ensures that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Company or the Attorney and it will indemnify and hold CBL harmless from any loss, liabilities, damages and expenses that may result therefrom.

The Company may amend this Power of Attorney only to add or remove Account(s) and modify the Attorney's communication means or address(es) notified in this Power of Attorney, to the extent applicable, and that CBL will be under no obligation to either verify or seek the agreement of the Attorney to any of these amendments. Any such amendment will be notified by the Company to CBL via registered letter or Authenticated Message. The Company acknowledges and accepts that the changes will become effective in CBL solely upon CBL having carried out and concluded any relevant verifications or such other later effective date specified in the notice accordingly.

Any amendment other than those specified herein will need to be requested by submitting a new Power of Attorney.

This Power of Attorney revokes and replaces any previous Power of Attorney already in place for the Company for Administration and Operation, in case the Attorney and Accounts are the same.

This Power of Attorney shall remain valid until revocation due to a new Power of Attorney being put in place or until a notice of termination is received by CBL by registered letter or Authenticated Message from the Company. Any termination shall take effect on the second business day in Luxembourg after receipt of the notice in the authorised format by CBL or such other later date specified in the notice accordingly.

This Power of Attorney is governed by, and shall be construed in accordance with, the laws of the Grand Duchy of Luxembourg. Any litigation that may arise in connection with this Power of Attorney shall be submitted to the jurisdiction of the courts of the Grand Duchy of Luxembourg.

Signed for and on behalf of the Company:

Place:

Date:

Name:

Name:

Title:

Title:

Authorised Signature:

Authorised Signature:

The Attorney hereby certifies that they accept this Power of Attorney, and all obligations and responsibilities provided in this Power of Attorney.

Signed for and on behalf of the Attorney:

Place:

Date:

Name:

Name:

Title:

Title:

Authorised Signature:

Authorised Signature: