

# Issuer / Agent Interface Service Application Form

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This Clearstream Issuer /Agent Interface service application, between:

Company name	_____
Registered address	_____
City	_____
Postcode	_____
Country	_____
Telephone	_____
Email	_____

herein referred to as the "**User**",

and

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

Whereby the User wishes to subscribe to Clearstream Banking's interface platform for general meeting  
announcements (herein after referred as the "**Issuer / Agent Interface**", or the "**IAI**").

The User hereby acknowledges receipt of and expressly agrees to be bound by the terms and conditions of the Issuer / Agent Interface (the “**IAI Terms and Conditions**”) of the Clearstream Issuer / Agent Interface attached as Appendix 1.

For and on behalf of:

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date and signature \_\_\_\_\_

Date and signature \_\_\_\_\_

## APPENDIX 1: TERMS AND CONDITIONS OF THE CLEARSTREAM ISSUER / AGENT INTERFACE

In addition to the terms set-out in this appendix, the provisions of the following document will be applicable to the Agreement and to the Services the User hereby subscribes to:

- "Proximity Vote Connect, Clearstream" (the "Connectivity Guide"), as published and amended from time to time at the following link: <https://www.clearstream.com/clearstream-en/securities-services/issuance-1-/post-issuance-services/issuer-agent-interface>. In case of any inconsistency between the Connectivity Guide and the IAI Terms and Conditions, the Connectivity Guide will prevail.

### 1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement unless the context requires otherwise, the following words and expressions have the meanings set out below:

<b>"Affiliate"</b>	Means, in relation to a Party, a subsidiary of that person or its ultimate parent company and each subsidiary of that ultimate parent company.
<b>"Agreement"</b>	Means and refers to this IAI agreement, which includes the Issuer/Agent Interface application form and these IAI Terms and Conditions, together with any schedules, annexes and other addenda attached hereto or in connection with the Services.
<b>"Business Day"</b>	Means a day on which Clearstream Banking is open for business as further described in the Connectivity Guide.
<b>"Business Purpose"</b>	Means reasonable business purposes, including corporate, risk, financial, operational and business continuity management, information technology and other infrastructure management, legal, tax and regulatory compliance including anti-money laundering, counter-terrorist financing and know-your-customer due diligence, preparation of market and client analyses and statistical models and also in general any internal analysis or supervision purposes, product, services and business development and client relationship management, irrespective of whether such purposes are internal only to CBL or concerning Deutsche Börse Group or any of its Affiliates.
<b>"Certificate"</b>	Means a certificate, key, token, passwords, ID access or other feature that specifies the name of a IAI User and belongs to that User as further described in the Connectivity Guide.
<b>"Claim"</b>	Means a claim, demand, cause of action, loss, damage, liability, fine, penalty, cost or expense (including reasonable attorneys' fees and litigation costs).
<b>"Dispute"</b>	Means any question or difference which may arise concerning the construction, meaning or effect of any part of the Agreement, or any dispute arising out of, or in connection with, the Agreement (both situations being referred to as Dispute).
<b>"Documentation"</b>	Means and refers to all documentation provided under this Agreement and any other documentation, including the Connectivity Guide, provided with the Services to which this Agreement applies.
<b>"Force Majeure"</b>	Has the meaning given to such term in clause 12.

<b>"General Meeting Data"</b>	Means any and all data provided by the User through the IAI.
<b>"Intellectual Property"</b>	Means (i) all patent rights and all right, title and interest in and to all letters patent and applications for letters patent, and all other government-issued or -granted indicia of invention ownership, including any reissue, division, term extensions, continuation or continuation-in-part applications; (ii) all copyrights and all other literary property and author rights, and all right, title and interest in and to all copyrights, copyright registrations, certificates of copyrights and copyrighted interests; (iii) all trademarks, trade names and service marks, and all rights, title and interest in and to all applications, certifications and registrations therefore; (iv) all mask work rights, mask work applications, and mask work registrations; (v) all rights, title and interest in and to all trade secrets and trade secret rights; and (vi) all licenses or license rights with respect to the foregoing.
<b>"Other Data"</b>	Any data provided by the User in connection with the Service other than General Meeting Data.
<b>"Party"/"Parties"</b>	Clearstream Banking and/or the User.
<b>"Services"</b>	Means the provision of the IAI as communication platform for the User's announcement of general meetings.
<b>"Software"</b>	Means and refers to the computer software products specified in this Agreement, the Connectivity Guide, Schedule, manuals, documentation or other materials supplied therewith.
<b>"Term"</b>	Means the term of this Agreement in accordance with the provisions of Clause 11 below.

1.2 Any reference to a clause is a reference to a clause of this Agreement.

1.3 Any reference to a statute or statutory provision includes a reference to that provision as amended re-enacted or replaced and any regulations or orders made under such provisions from time to time whether before or after the date of this Agreement and any former statutory provision replaced (with or without modification) by the provision referred to.

1.4 Any reference to the singular includes a reference to the plural and vice versa; and any reference to the masculine includes reference to the feminine and vice versa.

## **2. SERVICES**

2.1 Clearstream Banking hereby undertakes to provide to the User the non-exclusive facility of using the Services in accordance with the terms of the Agreement from the Effective Date (as defined below). The connectivity details to the IAI are described in the Connectivity Guide.

2.2 The User acknowledges and agrees that Clearstream Banking shall be authorised to delegate all or part of the Services, including the operation of the IAI, to Affiliates or other third parties.

2.3 The User may use the Services for its own benefit or in its agent capacity. In any case, the User shall not be considered as a customer in the primary sense within Clearstream Banking ICSD business activity. The User may access and use the Services solely in accordance with the terms of this Agreement and possibly any use

restrictions designated in other applicable documents. Unless otherwise agreed upon in the other documents, use of and access to the Services is permitted only by employees of the User. The User is required that its employees keep user ID and password, codes, Certificates and other similar information the User may be required to access the Services strictly

confidential and not share such information with any unauthorised person. The User will be responsible for any and all actions taken using the User's accounts, passwords, codes, Certificates , etc...

2.4 The Services are provided during the Business Days. The hours of the Services may be modified from time to time and Clearstream Banking will notify the User of such changes as further described in the Connectivity Guide.

2.5 Where the User has to transfer information to Clearstream Banking, the User will be responsible for such information and Clearstream Banking is under no duty to verify the accuracy or completeness of the User information on which it can rely absolutely for purposes of providing the Services. The access to part or all of the Services may at any time be suspended (i) because of maintenance works, or (ii) in order to update the Services, or (iii) in the event of a threat to the security of hosted data and/or the Services, more especially acts of piracy or the detection of security shortcomings or (iv) any other reasonable grounds.

2.6 Clearstream Banking shall provide the User with the Documentation, including without limitation technical specifications, user guides and security procedures. The User shall follow the requirements and procedures set forth in the Documentation, which may be revised from time to time.

2.7 Clearstream Banking reserves the right to modify unilaterally the Services and the respective Documentation from time to time.

2.8 Clearstream Banking reserves the right to modify and /or update unilaterally, at any time, all or part of the IAI in particular if there are technical, legal or case-law developments or during the implementation of new services or the updating of services.

### **3. CERTIFICATES**

3.1 For the purpose of using the Services, the User may have to use a suite of security products (for example, passwords, tokens , etc.), provided for such purposes by Clearstream Banking, an Affiliate or another third party operating the IAI.

3.2 The User shall exercise due care in safeguarding its Certificates. Clearstream Banking shall not be responsible in the event of loss, theft, fraudulent or unauthorised use of the User's Certificates to fraudulently access the IAI.

### **4. SECURITY**

4.1 The User 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.

4.2 The User 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.

4.3 The User is prohibited to interfere with the Services by causing detrimental or any other undesired effects to Clearstream Banking or to any other user of the Services such as sending malicious data, knowingly transferring any malware through the use of Services or introducing malware into any data or message sent to the IAI.

4.4 The User is also prohibited to use the Services in an excessive or abusive manner. For example, if the User updates its system incorrectly and continually causes failure to the IAI or impact the other Users or if the User abuses by an unjustified excessive number of messages and through these requests will impact the overall performance of the IAI.

4.5 The User shall not interfere with the IAI in any manner whatsoever including to correct errors, as developmental and corrective maintenance is solely carried out by Clearstream Banking.

## **5. USERS LIABILITIES AND OBLIGATIONS**

5.1 The User agrees to abide by all terms of the Agreement.

5.2 When acting as agent of an Issuer, or as a mandated third party of the Issuer agent, the User will at any time have in force all the relevant and necessary authorisations to notify Clearstream Banking General Meetings on behalf of the Issuer. For this purpose, the User will be required to deliver a letter of authorisation (the "Letter of Authorisation") or a letter of mandate if being mandated by the Issuer Agent (a "Letter of Mandate") as further specified in the Connectivity Guide. Should that Letter of Authorisation (or when relevant that Letter of Mandate) be revoked, the User shall not access to the IAI and inform immediately Clearstream Banking of such revocation, whereupon no Services shall be offered by Clearstream Banking.

5.3 The Services have been developed to operate in a technical configuration as specified on the Connectivity Guide. It is the responsibility of the User to ensure that the Services operate in accordance with the operating system requirements and technical configuration described in the Documentation.

5.4 The User is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.

5.5 The User is responsible for installing any Software that may be 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.

5.6 The User must take all reasonable security measures to ensure that access to the Services is solely granted to persons properly authorised within its own entity. In any event, Clearstream Banking shall not be liable for the consequences of unauthorised access.

5.7 The User shall ensure that the information which it is responsible for providing pursuant to the terms of the Agreement shall be provided in a timely manner, at all times in the agreed format and through the agreed means, as set out in the Agreement and in the Connectivity Guide, as they may be amended from time to time.

5.8 The User shall be fully liable to Clearstream Banking for any and all obligations created on its behalf by its employees, agents or other duly appointed third parties and, except where to do so would constitute a breach of applicable law or regulation, will ratify all such obligations.

5.9 The User shall be fully liable towards Clearstream Banking, and hold it harmless, for any damage or liability Clearstream Banking may face, directly or indirectly, resulting from the content, completeness or correctness of the information received from the User in the IAI.

5.10 The User party shall comply, in relation to any general meeting announcement and/or its content, or whenever in the context of the Services and/or the Agreement, with all Legal Requirements relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, now or hereafter in effect. By Legal Requirements it is referred to any legislative and regulatory framework applicable to the Anti-Money Laundering sanctions and other criminal offences matters, including, EU regulations, Directives, local Luxembourg Laws and regulations and any other regulatory whenever applicable (e.g.: United Nations or United States of America).

Upon Clearstream Banking's request from time to time during the term of the relationship, Clearstream Banking may request the User to certify in writing that the representations, warranties and obligations under Anti-Money Laundering, Sanctions and Anti-bribery and corruption remain true and correct and have not been breached. The User shall immediately notify Clearstream Banking in writing if any representations, warranties or covenants are no longer true or have been breached or if it has a reasonable basis to believe that they may no longer be true or have been breached. In connection with such an event, the User shall comply with all Legal Requirements and directives of Governmental Authorities and obtaining any necessary license from Governmental Authorities as may be necessary to enforce its rights under the services provisions, and in complying with all Legal Requirements applicable as the result of the existence of a breach event.

## **6. LIABILITY**

6.1 Clearstream Banking may only be held liable in case of gross negligence or willful misconduct in the performance of its obligations under this Agreement. Clearstream Banking shall not be liable for any action or failure to act following the receipt of incomplete, inaccurate or untimely information from the User or forged information reasonably believed to be genuine. If the User information is received in the form and via the communication means as agreed in the Connectivity Guide, Clearstream Banking may assume that such User information is genuine.

6.2 The Services to be provided by Clearstream Banking shall not be construed as implying directly or indirectly that Clearstream Banking shall have to take any corrective action with respect to any errors or omissions on the part of the User, its employees or its agents that come to its attention in the performance of the Services. The User shall solely be responsible for taking such action.

6.3 Clearstream Banking reserves the right to decline to provide the Services set forth in the Agreement and shall not incur any liability nor indemnify the User or any third party, if the User is not in compliance with the terms of the Agreement or applicable Luxembourg laws that are mandatorily applicable in relation to the entering into or the performance of the obligations of the User under this Agreement.

## **7. INDEMNITY**

The User hereby undertakes to hold Clearstream Banking harmless from any liability and agrees to indemnify Clearstream Banking against any losses, claims, damages, liabilities, or expenses incurred by Clearstream Banking ("Losses") as a result of at least one of the following events:

The failure by the User to provide complete, accurate and timely information pursuant to the Agreement;

- i. The non-compliance by the User with its obligations under the Agreement;
- ii. The use of Certificates for any illegal or improper use by the User;
- iii. Any third party claims against Clearstream Banking resulting from the use of the Services by the User, except to the extent such Losses are the result of Clearstream Banking's fraud, gross negligence or willful misconduct.

## **8. CONFIDENTIALITY**

8.1. The User confirms, agrees and warrants that General Meeting Data is public information and the User confirms and agrees that the processing by Clearstream of the General Meeting Data shall not be subject to any confidentiality or use restrictions whatsoever, irrespective of whether Clearstream processes the General Meeting Data in connection with the provision of the Service or with regard to any other purpose.

8.2. Other Data shall be subject to confidentiality, unless such data is already published or available to the public other than by a breach of the IAI Terms and Conditions, rightfully received from a third party not known to be in breach of any obligation of confidentiality in this regard, or independently developed by personnel or agents of Clearstream Banking without access to such data.

The User authorises and instructs CBL, and releases CBL from any professional secrecy or other confidentiality obligations, as applicable, to use and to share the Other Data with its Affiliates and other third parties for the performance of any or any part of the services or products to be provided by Clearstream Banking pursuant to the Documents, for the discharge of any of CBL's other obligations and for Business Purposes.

Statistics, analyses, and models prepared by CBL on the basis of Other Data may be published by CBL or otherwise shared with a third party, irrespective of whether or not in exchange for money or other value, under the condition that the Other Data is aggregated or otherwise anonymised, so that an attribution of the Other Data to the identity of the User is not possible.

Affiliates or any other third parties may be located within or outside Luxembourg, be regulated or unregulated, and may or may not be bound by professional secrecy rules and the Other Data may be transferred to information technology systems, applications and platforms which may be cloud based and/or located outside of Luxembourg or the European Union and irrespective of whether proprietary to and/or maintained by Clearstream Banking, its Affiliates or any other third party.

The User acknowledges and agrees that Other Data may be required to be disclosed (a) for compliance with requirements of any market infrastructure required to be used in the provision of Clearstream Banking services or products to the User, (b) by operation of any applicable law or regulation or (c) to courts, regulators and authorities having jurisdiction over Clearstream Banking, its Affiliates or any other third parties engaged by Clearstream Banking or its Affiliates.

The User undertakes to take appropriate measures and to notify and to procure the relevant authorisations from its clients, representatives or other related persons where necessary to allow the processing of the Other Data by Clearstream Banking.



## 9. PERSONAL DATA

Each Party shall comply with its obligations under the applicable Data Protection Legislation. In particular, each Party shall:

- ensure that the processing of the personal data is lawful, including in relation to the collection of the personal data and the disclosure of personal data to the other Party;
- take appropriate technical and organisational measures to ensure the integrity and confidentiality of the personal data, in accordance with the Data Protection Legislation;
- only delegate the processing of the personal data to processors providing sufficient guarantees to implement appropriate technical and organisational measures, in such a manner that the processing will meet the requirements of the Data Protection Legislation and ensure the protection of the right of the data subjects.

## 10. TERM AND TERMINATION

10.1 This Agreement shall become effective as of signing this Application Form (the "Effective Date") and shall remain effective for a duration of one (1) year. The Agreement shall be automatically extended each time by one (1) further year, unless terminated in writing at the latest one (1) month before the expiry of the then applicable term.

10.2 Either party may terminate this Agreement provided by Clearstream Banking on the IAI upon not less than thirty (30) days written notice. The terminating party shall have no obligation to disclose its reasons for such termination.

10.3 Notwithstanding the foregoing, Clearstream Banking reserves the right to terminate this Agreement or suspend the provision of services to the User with immediate effect, and without prior notice or other formalities, including, but not limited to, upon the occurrence of any of the following events:

- a. If the User no longer meets one or more criteria set in the Agreement or in the Documentation to access the IAI or
- b. If the User materially impairs the IAI or the Services, the interest of Clearstream Banking or any other Users, including in particular:
  - a the User is in breach of any obligation incumbent upon it under the Agreement, the Documentation or any other agreement between Clearstream Banking and the User;
  - b the User is subject to an insolvency procedure;
  - c by continuing its relationship with the User, Clearstream Banking may be subject to a liability claim;
  - d the operations of the User appear to be contrary to public policy or standards of decency;
  - e the User fails in its duty of good faith; or
  - f the User is subject to criminal investigations.
- c. In each case where Clearstream Banking is entitled to block the User access to the IAI Interface;
- d. If any change occurs in the circumstances under which the contractual relationship between Clearstream Banking and the User was concluded, which could not reasonably have been taken into account at the time of such conclusion and which exposes Clearstream Banking to a risk which it is not, under the contractual relationship normally required to bear.

10.4 Any termination, expiration or cancellation of this Agreement (howsoever occasioned) shall neither affect any accrued rights, obligations or liabilities of either Party nor shall it affect the coming into or continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## **11. FORCE MAJEURE**

Clearstream Banking shall not be liable for any delay, interruption, action taken or failure to take any action required to be taken to perform its obligations under this Agreement due to unforeseen circumstances or causes beyond Clearstream Banking's reasonable control (hereinafter called "Force Majeure") including, without limitation, civil or labour disturbances, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, flood or water damage, acts of God, act of any governmental authority or threat of any authority (de jure or de facto), legal constraint, fraud or forgery, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies.

## **12. ENTIRE AGREEMENT AND AMENDMENTS**

12.1 Neither of the Parties will be bound by any terms, conditions, promises, decisions, definitions, warranties or representations with respect to the subject matter hereof other than as expressly provided herein, or as duly set forth on or subsequent to the date hereof in writing duly signed by the Parties hereto.

12.2 Clearstream Banking reserves the right to amend this Agreement. Clearstream Banking shall notify the User in writing by mail or by electronic means of any such amendment and of the effective date thereof. Unless the User shall inform Clearstream Banking in writing to the contrary within ten business days following the date of receipt of Clearstream Banking's notice, the User shall be deemed to have accepted such amendments.

12.3 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

12.4 Clearstream Banking reserves the right to modify and amend the Documentation from time to time. Clearstream Banking shall notify the User of any such amendment and of the effective date thereof by publishing an updated version of the Documentation on Clearstream Banking website. The updated Connectivity Guide shall become effective after ten (10) Business Days following the publication on the Clearstream Banking website.

## **13. ASSIGNMENT**

Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

## **14. WAIVER**

14.1 The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent signed by duly authorised directors of the User and Clearstream Banking. The waiver by either Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement.

14.2 No delay in exercising or enforcing, failure to exercise or enforce or partial or defective exercise or enforcement of any right, remedy, power or privilege given to either Party by or pursuant to this Agreement or by law and no custom or practice of either or both of the Parties at variance with the terms of this Agreement

shall constitute or be construed as constituting a waiver or partial waiver by either of the Parties of any right, remedy, power or privilege, nor shall it operate to prevent the exercise or enforcement of any right, remedy power or privilege at any subsequent time.

14.3 A Party seeking to waive any right, remedy, power or privilege shall give notice of waiver in writing signed by a duly authorised representative of that Party to the other Party.

## **15. MISCELLANEOUS**

15.1 If any provision of the Agreement or the application of any such provision to any person or circumstance, shall be declared judicially or by arbitration to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of the Agreement, and it is the intent and agreement of the Parties that the Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.

15.2 In the event of conflict or inconsistency between any of the terms and conditions of this Agreement and any other terms or conditions printed or written upon any other document passing between the Parties, the provisions of this Agreement shall prevail.

15.3 Any headings contained in this Agreement are used only as a matter of convenience and reference and are in no way intended to define, limit, expand or describe the scope of this Agreement.

15.4 No advertising, publicity or similar public information nor any private communication to third parties concerning this Agreement shall be made by either Party without prior written consent of the other Party. Neither Party shall disclose any of the specific terms of this Agreement to any third party without the prior written consent of the other Party.

15.5 Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term contained in this Agreement.

15.6 This Agreement has been drafted in English language only, which language shall be controlling in all respects, and all other versions thereof in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications to be made or given pursuant to this Agreement shall be in the English language.

15.7 Where the User has an account with Clearstream Banking, the General Terms and Conditions of Clearstream Banking applicable to the account are applicable to this Agreement.

## **16. APPLICABLE LAW AND JURISDICTION**

16.1 This Agreement shall be governed by and construed in accordance with the laws of Luxembourg.

16.2 The courts of Luxembourg City shall have the sole and exclusive jurisdiction with respect to any Dispute between the Parties, arising out or in relation with this Agreement.