

D7 DLT Eurobonds Application Form

This D7 DLT service application, between:

Company name	_____
Registered address	_____
City	_____
Postcode	_____
Country	_____
Telephone	_____
Email	_____
LEI	_____
Xact Organisational Unit (OU)	_____
BIC	_____

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".

Whereby Clearstream Banking operates, via the Xact Web Portal, D7 DLT Service (as defined below) and the User wishes Clearstream Banking to provide the D7 DLT Service in accordance with the terms of this D7 DLT agreement ("D7 DLT Agreement") and request to open the issuer agent securities wallet in our name. The User acknowledges and accepts that a new service "D7 DeFi digital issuance platform" will be added to the above-mentioned Xact Organisational Unit.

The terms and conditions applicable to the D7 DLT Service (Appendix 2) form an integral part of this D7 DLT Agreement.

The User hereby expressly acknowledges receipt of these terms and conditions. The User expressly confirms its acceptance to be bound by these terms and conditions.

For and on behalf of:

Name _____

Name _____

Title _____

Title _____

Date and signature _____

Date and signature _____

APPENDIX 1: CONTACT INFORMATION

Clearstream Banking to:

Clearstream Banking
42 Avenue J.F. Kennedy
L-1855 Luxembourg
S.W.I.F.T: CEDELLULXXX
FAO Your Relationship Manager

APPENDIX 2: TERMS AND CONDITIONS OF THE CLEARSTREAM D7 DLT AGREEMENT

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“Claim”	Means a claim, demand, cause of action, loss, damage, liability, fine, penalty, cost or expense (including reasonable attorneys’ fees and litigation costs).
“ Issuer Agent Securities Wallet ”	Means a wallet opened in the name of the User on behalf of the Issuer maintained on a private permissioned distributed ledger technology based platform. For technical reasons, the Issuer Agent Wallet is used to mint a Security in the technological format of a fungible token when required by the governing law of the issuance. Tokens held in the Issuer Agent Wallet do not constitute valid securities. A token attains the status of a valid security only in accordance with the provisions set forth in the Issuance Documentation.
“ Party”/“Parties ”	Clearstream Banking and/or the User.
“Documentation”	Means those procedures agreed upon between the Parties hereto that may be amended by Clearstream Banking from time to time detailing the manner in which the Parties and any of their employees, agents or sub-contractors are to operate and interact in respect of the services to be provided by Clearstream Banking hereunder.
“Services”	Means the service(s) provided by Clearstream Banking through the D7 DLT Platform which are subscribed for by the User.

1.2 References

In the Agreement:

(1) References to any law, legislative act, rule or regulation shall mean references to such law, legislative act, rule or regulation in changed or supplemented form or to a newly adopted law, legislative act, rule or regulation replacing a previous law, legislative act, rule or regulation; and

(2) References to and mentions of the word "including" or the phrase "e.g." shall mean "including, without limitation".

(3) Any reference to a clause is a reference to a clause of this Agreement.

(4) Any reference to the singular includes a reference to the plural and vice versa.

1.3 Headings

The Article and Section headings and the Table of Contents are for reference and convenience only and shall not be considered in the interpretation of the Agreement.

2. D7 DLT SERVICE

2.1 Commencing as of the Effective Date and continuing throughout the Term, Clearstream Banking hereby undertakes to provide to the User, which agrees, the D7 DLT service [<https://xact.clearstream.com/>].

The "D7 DLT Service"

2.2 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 D7 DLT service. In particular, the User (i) shall be responsible for ensuring that the data reflected in the D7 DLT request is accurate and does not deviate from the term sheet applicable to each and every ISIN referred to therein and (ii) shall undertake to hold Clearstream Banking harmless for any damage, liability, loss or expense which Clearstream Banking may incur as a result of a Claim made on the basis of a discrepancy between the data provided by the User via the D7 DLT service and the relevant ISIN term sheet.

2.3 The User shall make sure that all communications/requests of the User's underlying customers or the underlying customer's service providers or agents, including issuing and paying agents, will go through the User only. The User undertakes to include such obligation in its contracts with its underlying customers or the customer's service providers or agents, including issuing and paying agents. No communications/requests from the User's underlying customers or the customer's service providers or agents, including issuing and paying agents will be taken into consideration by Clearstream Banking.

2.4 The User acknowledges and agrees that each ISIN code is reserved and will remain reserved until Clearstream Banking has confirmed the eligibility into the Clearstream system. As long as the ISIN code is reserved, the User may not disclose the reserved ISIN code to its underlying customers and the market unless it is made clear that the ISIN code is a reserved code and is not yet eligible in the Clearstream system.

2.5 Clearstream Banking shall provide the User with Documentation such as technical specifications, user guides and procedures. The User shall follow the requirements and procedures set forth in the Documentation, which may be revised from time to time.

2.6 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 as a result of such disclosure pursuant to clause 2.4.

3. ASSIGNMENT / SEVERABILITY

3.1 The Agreement may not be assigned by a Party hereto without the prior written consent of the other party.

3.2 If any of the terms or provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions shall not in any way be affected or impaired thereby.

The invalid, illegal or unenforceable term or provision shall be replaced by such valid, legal and enforceable term or provision as comes closest to the intention underlying the invalid, illegal or unenforceable term or provision.

4. NOTIFICATIONS

4.1 All notices, requests and other communications to either Party regarding the content of the Agreement shall be in writing (including SWIFT, mail, email or similar writing) and shall be given to the relevant contacts in Appendix 1.

5. MISCELLANEOUS

5.1 The terms and conditions of ClearstreamXact Connectivity Agreement shall be incorporated into and deemed part of this Agreement.