

[Letterhead of the Company]

## POWER OF ATTORNEY

**Attention:**

Clearstream Banking AG ("CBF")

This power of attorney will become effective from \_\_\_\_\_ ;

\_\_\_\_\_ ;  
[name of the company that is giving a power of attorney]

("the Company") whose registered office is at

Registered  
Address:

\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ Post code: \_\_\_\_\_ Country: \_\_\_\_\_

hereby appoints

\_\_\_\_\_ ;  
[name of the company that is receiving a power of attorney - only one company for each power of attorney]

("the Attorney") whose registered office is at

Registered  
Address:

\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ Post code: \_\_\_\_\_ Country: \_\_\_\_\_

as its attorney for the following accounts numbers of the Company at CBF

\_\_\_\_\_  
\_\_\_\_\_

(the "Accounts") to:

(Tick only the applicable box)

**Administration and Operation of Account(s) via any communications means agreed by CBF and the Attorney**

- review, execute and deliver to CBF, 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
- do all other acts, in the name and on behalf of the Company, necessary for, or incidental to, the administration and operation of the Accounts (for the avoidance of doubt with the exception of opening/closing of accounts and the debit or credit of the Accounts<sup>1</sup>).

1. For authorising debit and credits please tick the relevant box(es) for the transmission of instructions below.

**Conclusion of specific agreements with CBF**

- Add, via registered letter or authenticated message, new accounts of the Company to this Power of Attorney.
- Modify, via registered letter or authenticated message, the list of selected currencies under this Power of Attorney.
- Modify, via registered letter or authenticated message, the Attorney's communication address(es) notified in this Power of Attorney.
- Enter into the following specific agreements with CBF, in the name and on behalf of the Company, related to *(define name and topic of the agreement)*:

Name	Topic of agreement
_____	_____
_____	_____

**Transmission of SWIFT messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), via the Attorney's own SWIFT address as notified to CBF by the Company \_\_\_\_\_, instructions of the type defined herein:  
*(Attorney's SWIFT address)*

*(Tick only the applicable box)*

**Securities settlement instructions** (for the currencies defined in attached Appendix 1)

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT540, MT541, MT542, MT543.

**Cash settlement instructions** (for the currencies defined in attached Appendix 1)

Cash instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT103, MT103+, MT200, MT201, MT202, MT203, MT210, MT192, MT292.

**Instructions relating to custody instructions, other than Proxy Voting instructions**

Custody transactions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT565 with fields :22F: other than :22F::CAEV//XMET, MEET or BMET.

**Proxy voting instructions**

- to vote, in the name and on behalf of the Company, by proxy or attendance at general and extraordinary shareholders meetings in relation to the securities held on the Accounts;
- to transmit and to receive, in the name and on behalf of the Company, via the Attorney's own SWIFT address as notified to CBF by the Company *(insert the Attorney's SWIFT address)* \_\_\_\_\_, any voting, instructions and/or information relating to these shareholders meetings;
- to request and receive, in the name and on behalf of the Company, via the Attorney's own SWIFT address as notified to CBF by the Company *(insert the Attorney's SWIFT address)* \_\_\_\_\_, reports relating to these shareholders meetings.

Proxy voting instructions here above referred to, and for the purpose of this Power of Attorney, are defined as instructions sent via MT565 with field :22F::CAEV//XMET, MEET or BMET.

**Transmission and Receipt of CreationOnline messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), via the Attorney's own CreationOnline access as notified to CBF by the Company \_\_\_\_\_, instructions of the type defined herein:

*(Attorney's CreationOnline Organisational Unit ("OU") name)*

*(Tick only the applicable box)*

**Securities settlement instructions** (for the currencies defined in attached Appendix 2):

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions Receive free of payment, Receive against payment, Deliver free of payment and Deliver against payment.

**Cash settlement instructions** (for the currencies defined in attached Appendix 2):

Cash instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions Pre-advance of funds, Withdrawal of funds, Foreign exchange and Customer transfer.

**Instructions relating to custody instructions, other than proxyvoting instructions**

Custody transactions here referred to, and for the purpose of this Power of Attorney, are defined as CA instructions for custody event types other than MEET, XMET or BMET.

**Proxy voting instructions**

- to vote, in the name and on behalf of the Company, by proxy or attendance at general and extraordinary shareholders meetings in relation to the securities held on the Accounts;
- to transmit and to receive, in the name and on behalf of the Company, via the Attorney's own CreationOnline access as notified to CBF by the Company, any voting, instructions and/or information relating to these shareholders meetings;
- to request and receive, in the name and on behalf of the Company, via either the Attorney's own CreationOnline access as notified to CBF by the Company reports relating to these shareholders meetings.

Proxy voting instructions here above referred to, and for the purpose of this Power of Attorney, are defined as CA instructions for custody event types MEET, XMET or BMET.

**Transmission of Xact File Transfer messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), via the Attorney's own Xact File Transfer address as notified to CBF by the Company \_\_\_\_\_, instructions of the type defined herein:

*(Attorney's Xact File Transfer address)*

*(Tick only the applicable box)*

**Securities settlement instructions** (for the currencies defined in attached Appendix 3):

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT540, MT541, MT542, MT543.

**Cash settlement instructions** (for the currencies defined in attached Appendix 3):

Cash instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions instructed via MT103, MT103+, MT200, MT201, MT202, MT203, MT210, MT192, MT292.

**Transmission and Receipt of Xact Web Portal messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), via the Attorney's own Xact Web Portal access as notified to CBF by the Company \_\_\_\_\_, and for the Attorney's Instructing Party BIC as notified

*(Attorney's Xact Organisational Unit ("OU") name)*

to CBF by the Company \_\_\_\_\_ instructions of the type defined  
*(Attorney's Instructing Party BIC linked to Xact)*

herein:

*(Tick only the applicable box)*

**Securities settlement instructions** (for the currencies defined in attached Appendix 4):

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions Receive free of payment, Receive against payment, Deliver free of payment and Deliver against payment.

**Cash settlement instructions** (for the currencies defined in attached Appendix 4):

Cash instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions Pre-advice of funds, Withdrawal of funds, Foreign exchange and Customer transfer.

**Instructions relating to custody instructions including proxy voting instructions**

Custody transactions here referred to, and for the purpose of this Power of Attorney, are defined as CA instructions for all custody event types (including proxy voting instructions for events MEET, XMET or BMET).

**Request and receipt of SWIFT reports**

Request and receive from CBF, in the name and on behalf of the Company, via the Attorney's own SWIFT address as notified to CBF by the Company \_\_\_\_\_, reports relating to the Account(s).

*(Attorney's SWIFT address)*

**Request and receipt of CreationOnline reports**

Request and receive from CBF, in the name and on behalf of the Company, via the Attorney's own CreationOnline access as notified to CBF by the Company \_\_\_\_\_,

*(Attorney's CreationOnline Organisational Unit ("OU") name)*

reports relating to the Account(s).

**Request and receipt of Xact File Transfer reports**

Request and receive from CBF, in the name and on behalf of the Company, via the Attorney's own CreatonDirect address as notified to CBF by the Company \_\_\_\_\_,  
*{Attorney's Xact File Transfer address}*  
reports relating to the Account(s).

**Request and receipt of Xact Web Portal reports**

Request and receive from CBF, in the name and on behalf of the Company, via the Attorney's own Xact Web Portal access as notified to CBF by the Company \_\_\_\_\_,  
*{Attorney's Xact Organisational Unit ("OU" name)}*  
reports relating to the Account(s).

All communication given by the Attorney to Clearstream Banking AG, Frankfurt am Main, shall comply with the format, modes of communication and procedures as specified by Clearstream Banking AG, Frankfurt am Main.

In case of use of the Attorney's CreationOnline/Xact Web Portal access, the Company acknowledges that its Attorney is solely responsible for the configuration and the set up of its CreationOnline/Xact Web Portal access to the Account(s) and its compliance with this Power of Attorney.

The Company hereby agrees that it shall be fully liable to CBF for any and all obligations created on its behalf pursuant to the authority or purported authority of this proxy and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this proxy.

Each of the Company and the Attorney hereby agree that CBF 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.

The Company and the Attorney hereby agree to hold harmless and not make any claim against CBF for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Attorney of all or any part of information related to the Account.

The Company and the Attorney hereby agree that the Company may amend this Power of Attorney only to add new Account(s) or modify the list of selected currencies in Appendix 1, Appendix 2, Appendix 3 or Appendix 4 of this Power of Attorney, or modify the Attorney's communication address(es) notified in this Power of Attorney, and that CBF 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 CBF via registered letter or authenticated message and shall take effect on the second business day in Frankfurt am Main after receipt of the notice by CBF or such other later date specified in the notice accordingly. This Power of Attorney shall remain valid until notice of termination is received by CBF by registered letter or authenticated message. Any termination shall take effect on the second business day in Frankfurt am Main after receipt of the notice by CBF 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 Federal Republic of Germany.

On behalf of the Company,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

The Attorney hereby certifies that he accepts this Power of Attorney and all obligations and responsibilities provided in this Power of Attorney.

On behalf of the Attorney,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

[Letterhead of the Company]

**APPENDIX 1 TO POWER OF ATTORNEY**

**Attention:**

Clearstream Banking AG ("CBF")

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_

*[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]*

on \_\_\_\_\_.

This Appendix 1 is effective \_\_\_\_\_ and supersedes any previous Appendix 1 related to the Power of Attorney mentioned here above.

**List of selected currencies**

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's SWIFT access, as notified in the Power of Attorney mentioned here above.

- All currencies eligible for Bridge and full settlement within CBF
- The currencies listed hereunder, if eligible for Bridge and full settlement within CBF:

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*[denomination of selected currencies]*

On behalf of the Company,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

On behalf of the Attorney,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX 2 TO POWER OF ATTORNEY**

**Attention:**

Clearstream Banking AG ("CBF")

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_

*[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]*

on \_\_\_\_\_.

This Appendix 2 is effective \_\_\_\_\_ and supersedes any previous Appendix 2 related to the Power of Attorney mentioned here above.

**List of selected currencies**

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's CreationOnline access, as notified in the Power of Attorney mentioned here above.

- All currencies eligible for Bridge and full settlement within CBF
- The currencies listed hereunder, if eligible for Bridge and full settlement within CBF:

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*[denomination of selected currencies]*

On behalf of the Company,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

On behalf of the Attorney,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



**APPENDIX 3 TO POWER OF ATTORNEY**

**Attention:**

Clearstream Banking AG ("CBF")

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_

*[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]*

on \_\_\_\_\_.

This Appendix 3 is effective \_\_\_\_\_ and supersedes any previous Appendix 3 related to the Power of Attorney mentioned here above.

**List of selected currencies**

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's Xact File Transfer access, as notified in the Power of Attorney mentioned here above.

- All currencies eligible for Bridge and full settlement within CBF
- The currencies listed hereunder, if eligible for Bridge and full settlement within CBF:

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*[denomination of selected currencies]*

On behalf of the Company,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

On behalf of the Attorney,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX 4 TO POWER OF ATTORNEY**

**Attention:**

Clearstream Banking AG ("CBF")

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_

*[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]*

on \_\_\_\_\_.

This Appendix 4 is effective \_\_\_\_\_ and supersedes any previous Appendix 4 related to the Power of Attorney mentioned here above.

**List of selected currencies**

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's Xact Web Portal access, as notified in the Power of Attorney mentioned here above.

- All currencies eligible for Bridge and full settlement within CBF
- The currencies listed hereunder, if eligible for Bridge and full settlement within CBF:

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*[denomination of selected currencies]*

On behalf of the Company,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

On behalf of the Attorney,

Done in: \_\_\_\_\_

Done in: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_