

Appendix 3.

To the Proxy Voting Services Subscription Form

POWER OF ATTORNEY

Attention:

Clearstream Banking S.A. ("CBL")

Institutional Shareholder Europe S.A. ("ISS")

This Power of Attorney will become effective from *[insert date]*_____.

[Insert name of company], _____ (the "Company") whose registered office is located at *[insert address]*:

Registered address : _____

City_____ Postcode _____ Country _____

hereby appoints:

[Insert name of company], _____, as its attorney (the "Attorney") whose registered office is located at:

Registered address : _____

City: _____ Postcode: _____ Country: _____

with SWIFT BIC address : _____

as its attorney for the following accounts numbers of the Company at CBL *[insert account details]*

(for the use of this power of attorney, hereinafter referred to as the "Accounts") to:

use, in the name and on behalf of the Company, the Proxy Voting Services for the Accounts and in particular:

1. 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;
2. to transmit and to receive, in the name and on behalf of the Company, via ISS ProxyExchange™ Web Application and/or, if applicable and requested, the Attorney's own SWIFT address as notified therein, any voting, instructions and/or information relating to these shareholders meetings;

Initials - Company & Attorney

3. to request and receive, in the name and on behalf of the Company, via ISS ProxyExchange™ Web Application and/or, if applicable and requested, the Attorney's own SWIFT address as notified therein or, reports relating to these shareholders meetings.

Contact details

With regards to Proxy Voting Services, please indicate the main contact person at the Attorney:

Name: _____
Department: _____
Address: _____

City: _____ Post code: _____ Country: _____
Tel 1: _____ Fax: _____
Tel 2: _____
Email: _____

Please indicate the secondary contact person at the Attorney:

Name: _____
Department: _____
Address: _____

City: _____ Post code: _____ Country: _____
Tel 1: _____ Fax: _____
Tel 2: _____
Email: _____

Means of communication to be used in case of unavailability of ISS ProxyExchange™ Web Application and communications via SWIFT

For contingency purpose (as defined in the Terms and Conditions as set out in Appendix 2), please indicate the preferred means of communication and associated details to be used by ISS to contact the Attorney: (the most preferred (1) to the least (4)):

Email at the following address: _____

Telephone at the following number: _____

Fax at the following number: _____

Initials - Company & Attorney

Letter at the following name and address:

Contingency contact name: _____

Address: _____

All communication given by the Attorney to ISS or, as the case may be, to CBL shall comply with the format, modes of communication and procedures as specified by ISS or CBL.

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 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 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.

The Company and the Attorney hereby agree to hold harmless and not make any claim against CBL 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 this power of attorney may not be amended by neither the Company, neither the Attorney. Any modification of the Attorney name, registered address, SWIFT address or contact details shall be submitted to CBL through a new power of attorney, duly signed the Company and the Attorney.

This power of attorney shall remain valid until notice of termination is received by CBL by registered letter. Any such termination shall take effect on the second business day in Luxembourg after receipt of the notice 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.

On behalf of the Company,

Done in: _____ On: _____

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Initials - Company & Attorney

The Attorney hereby certifies that he accepts this power of attorney and all obligations and responsibilities provided in this power of attorney. The Attorney also certifies that it has received the Terms and Conditions for the Proxy Voting Services of Clearstream Banking SA (the "Terms and Conditions") and agrees to be bound by these Terms and Conditions.

On behalf of the Attorney,

Done in: _____

On: _____

Name _____

Name: _____

Title: _____

Title: _____

Signature _____

Signature _____

Initials - Company & Attorney