

# Xact Web Portal

## **Application form for customers of Clearstream Fund Centre AG**

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This Xact Web Portal Application, between

**Company name**

**Registered address**

**City**

**Postcode**

**Country**

**Telephone**

**Fax**

**Email**

herein referred to as the "**Customer**"; and

**Clearstream Fund Centre AG** registered at Prime Tower, Hardstrasse 201, 8005 Zurich, Switzerland

herein referred to as **Clearstream Fund Centre**;

whereby the Customer subscribes to Clearstream Fund Centre's connectivity services, herein referred to as "**ClearstreamXact**", in part or in full by completing this application form and the respective sections for the attached forms for the individual service(s) to which the Customer wants to subscribe.

We hereby acknowledge receipt of the Terms and Conditions of the ClearstreamXact Connectivity Agreement ([Appendix 3](#)) and expressly confirm our acceptance to be bound by its terms and conditions.

**For and on behalf of:**

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date and signature:**

**Date and signature:**

**Please complete appendix 1 and return this application form to your Relationship Officer.**

**By and on behalf of Clearstream Fund Centre AG**

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date and signature:**

**Date and signature:**

## Appendix 1. Contact information

### Business contact person

Name

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Title

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Email

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### Technical contact person

Name

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Title

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Email

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### Initial Administrators to be set up in Xact Web Portal (mandatory):

#### Initial Administrator (1)

Name

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Title

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Address

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City

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Postcode

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Country

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Email

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Telephone

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#### Initial Administrator (2)

Name

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Title

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Address

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City

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Postcode

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Country

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Email

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Telephone

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Please ensure that the contact details are correct as they will be used to deliver the initial access letters.

Please tick this checkbox to acknowledge that your computer installation meets the minimum technical requirements as stated in [Xact Web Portal User Manual](#).

## Appendix 2. Business services and accounts

Xact Web Portal allows access to the business services of Clearstream Fund Centre. Such access will be continuously expanded as additional business services are made available.

Resources belonging to the Customer will be linked to the Customer's Organisational Unit set up by Clearstream Fund Centre and to which this application relates.

Subscription to the following services is enabled by default:

<b>User Management</b>	Management of users, users groups and users permissions as described in the <a href="#">Xact Web Portal User Manual</a> .
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The following elective services are also available; please tick all that are relevant to this application:

<b>Provider Explorer</b>	Access to Provider Explorer web-based application.
<b>Fund Compass</b>	Access to Fund Compass web-based application

## Appendix 3. ClearstreamXact Connectivity Agreement

### Terms and conditions

#### 1. Definitions

- 1.1 The term "Agreement" shall mean and refer to the agreements listed in the Annex 1 as amended from time to time by Clearstream Fund Centre.
- 1.2 The term "Certificate(s)" shall mean a certificate that specifies the name of a ClearstreamXact user and certifies that a public key, which is included in the certificate, belongs to that user. A digitally signed message is created with the aid of the private key that corresponds to the public key in this person's Certificate. A Certificate is issued and digitally signed by a certificate authority (CA). A Certificate's validity can be verified by checking the CA's digital signature, also called digital ID, digital passport, public-key certificate X.509 certificate and security certificate.
- 1.3 The term "Clearstream Fund Centre" shall mean and refer to Clearstream Fund Centre AG incorporated under the laws of Switzerland.
- 1.4 The term "Clearstream Fund Centre's Source" shall mean such third party licensors and owners of the Software and/or its components.
- 1.5 The term "Contract" shall mean and refer to this Connectivity Agreement together with the Schedules and any other addenda attached hereto.
- 1.6 The term "Documentation" shall mean and refer to all documentation provided under this Contract, the Schedules, the User Guides and any other documentation provided with the service to which the Customer has subscribed and to which this Contract applies.
- 1.7 The term "Effective Date" shall mean and refer to the date of subscription to the specific service.
- 1.8 The term "Fund Compass" shall mean the Clearstream Fund Centre web-based application that serves as a central information platform for Customers to access distribution and fund data and to apply wide-ranging analysis. .
- 1.9 The term "Installation Country" shall mean and refer to the country of the Customer's computer installation.
- 1.10 The term "Provider Explorer" shall mean the Clearstream Fund Centre web-based application for managing the relationship between Clearstream Fund Centre and the Customer.
- 1.11 The term "Schedule" shall mean and refer to the Schedules hereto, executed by Clearstream Fund Centre and the Customer and attached to and expressly made a part of this Contract.
- 1.12 The term "Smart Card(s)" shall mean and refer to a secure cryptographic token used to perform cryptographic operations and to protect user credentials.
- 1.13 The term "Software" shall mean and refer to the computer software products specified in any Schedule, manuals, documentation or other materials supplied therewith.
- 1.14 The term "Third Party" shall mean any natural person or legal entity who is not a party to the Contract; for the avoidance of doubt, subsidiaries and/or affiliates of the Customer are Third Parties.
- 1.15 The term "Use" of Software shall mean to load, utilise, store or display the Software.
- 1.16 The term "Xact Services" shall mean the Clearstream Fund Centre connectivity services, to which the Customer has subscribed.

## **2. Purpose**

- 2.1 It shall be a precondition for the conclusion of this Contract that the Customer has been accepted as a Customer of Clearstream Fund Centre.
- 2.2 Clearstream Fund Centre is offering to the Customer the non-exclusive facility of using the Xact Services selected by the Customer in the application form provided with this Contract to enable the Customer to exchange information with Clearstream Fund Centre in accordance with the Agreement
- 2.3 Clearstream Fund Centre shall provide the Customer with the Documentation, including without limitation technical specifications, user guides and security procedures. The Customer shall follow the requirements and procedures set forth in the Documentation, which may be revised from time to time.

## **3. Certificates and Smart Cards**

- 3.1 For the purpose of using the selected Xact Services, the Customer will use a suite of security products (for example, passwords, Smart Card(s) etc.) depending on the type of service selected.
- 3.2 The Customer shall exercise due care in safeguarding its Smart Card(s) or Certificates as well as in keeping confidential its PIN Code(s). Clearstream Banking shall not be responsible in the event of loss, theft, fraudulent or unauthorised use or for the performance of the Customer's Smart Card(s) and/or its PIN Code(s) or its Certificate(s).

## **4. Security**

- 4.1 The security Software is designed to the highest practical standards in terms of access, security, authentication and encryption.
- 4.2 The Customer agrees to be bound by and adhere to the security procedures set out in the Documentation, which Clearstream Fund Centre may revise from time to time.
- 4.3 The Customer 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 Fund Centre in relation to the security of the system being null and void.

## **5. Fees**

The Clearstream Fund Centre Cooperation Agreement, under which the relationship with the Customer is formed, the associated Fee Schedule and any other related documentation apply to this Contract. Any taxes and fees due in relation to the conclusion or fulfilment of the services, especially VAT, withholding tax, or any other tax shall be borne by the Customer at the prevailing rate and will be extra.

## **6. Support**

Clearstream Fund Centre shall provide appropriate product support on a best efforts basis and in accordance with the terms of the Xact Services to which the Customer has subscribed under this Contract.

## **7. Customer's liabilities and obligations**

- 7.1 The Xact Services provided under this Contract have been developed to operate in a technical configuration as specified in the Xact Web Portal User Manual. It is the responsibility of the Customer to ensure that the Connectivity Services operate in accordance with the operating system requirements and technical configuration described in the Documentation.
- 7.2 The Customer is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.
- 7.3 The Customer is responsible for installing the Software 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.

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

## **8. Clearstream Fund Centre's liabilities and obligations**

- 8.1 Clearstream Fund Centre warrants for the sole benefit of the Customer that if properly installed and used in accordance with the Documentation the Xact Services provided under this Contract comply with the specifications provided by Clearstream Fund Centre in the Documentation.
- 8.2 Clearstream Fund Centre undertakes to resolve, on a best efforts basis, any defects in the Xact Services identified by the Customer.
- 8.3 Clearstream Fund Centre manages access to the Xact Services on a best efforts basis.
- 8.4 Clearstream Fund Centre warrants to the Customer that it shall use commercially reasonable efforts to ensure that its IT infrastructure is free from any computer "virus" or any other malicious program code.
- 8.5 Components of the Xact Services are provided by third parties. Although Clearstream Fund Centre has tested the third party components and warrants that such components meet the purpose for which Clearstream Fund Centre has tested them, Clearstream Fund Centre waives any responsibility for the availability and operation of third party software for any purpose for which the third party software has not been tested by Clearstream Fund Centre.
- 8.6 In all other respects, Clearstream Fund Centre's liability for the provision of these Xact Services shall be as set out in the Agreement.

## **9. Term and Termination**

- 9.1 This Contract shall be valid for one (1) year from the date of execution. Beyond this initial term, the Contract shall be renewed automatically and tacitly for successive periods of one (1) year unless terminated by Clearstream Fund Centre or the Customer upon ninety (90) calendar days' written notice. Such notice can be served at any time.
- 9.2 In addition, Clearstream Fund Centre reserves the right to terminate this Contract and suspend the provision of any services provided under this Contract with immediate effect, and without prior notice, if, in Clearstream Banking's opinion, the Customer is in material breach of any obligation incumbent upon it under the Agreement or any other agreement between Clearstream Fund Centre and the Customer. This also applies if circumstances arise that Clearstream Fund Centre reasonably believes would materially affect the Customer's ability to fulfil the obligations incumbent upon it under the Agreement or any other agreement between Clearstream Fund Centre and the Customer or the Customer ceases to be a Customer of Clearstream Fund Centre.
- 9.3 Notice of termination shall be in writing and shall be sent to the relevant party's correspondence address as notified to the other party in writing.
- 9.4 Upon termination of this Contract for any reason, the Customer shall promptly return any and all Software, if applicable, and any associated materials and Confidential Information to Clearstream Fund Centre and shall warrant in writing to Clearstream Fund Centre that all copies or translations thereof have been returned to Clearstream Fund Centre or destroyed.



## 10. Confidentiality

- 10.1 The Customer undertakes to keep and treat as confidential and not to disclose to any third party any information of a confidential or proprietary nature concerning the Connectivity Services, their operability, Clearstream Fund Centre's know-how, trade secrets, business transactions of which the Customer has been informed as a result of the execution of this Contract (the "Confidential Information") nor make use of such Confidential Information for any purpose whatsoever except for the purpose of carrying out its duties under this Contract.
- 10.2 Information will not be considered Confidential Information if:
- i) already published or available to the public other than by a breach of this Contract;
  - ii) rightfully received from a Third Party not in breach of any obligation of confidentiality;
  - iii) independently developed by personnel or agents of any party without access to the Confidential Information of the other.
- 10.3 The Customer shall take adequate safeguards to maintain the confidentiality of the Confidential Information by or to any other corporation, individual, firm or organisation, including, but not limited to, such specific safeguards as Clearstream Fund Centre may request from time to time.
- 10.4 The Customer acknowledges that the Software and the Documentation, as well as all amendments, updates and new releases thereof supplied by Clearstream Fund Centre and Clearstream Fund Centre's Source contain proprietary, confidential and trade secret information developed or acquired by Clearstream Fund Centre or Clearstream Fund Centre's Source. The latter parties retain all trade secret rights thereto.
- 10.5 The receipt of any Confidential Information does not confer any intellectual property rights in the said Confidential Information to the Customer. Any technology, know-how, data or related product development, whether or not based, directly or indirectly, on Confidential Information ("Clearstream Fund Centre Know-How") is and shall be the sole property of Clearstream Fund Centre and all applicable rights in patents, copyrights, trademarks and trade secrets relating thereto (the "Property Rights") shall remain the property of Clearstream Fund Centre. The Customer undertakes not to sell, transfer, license, publish, disclose, display or otherwise make available the Clearstream Fund Centre Know-How without Clearstream Fund Centre's prior written consent, to any third party, nor to use it for its own purposes or benefit except as provided herein.
- 10.6 The provisions of this Article 10 shall survive the expiration or termination of this Contract.

## 11. Data protection

Clearstream Fund Centre is acting as independent data controller when performing its services and may have access to the personal data (within the meaning of the Clearstream's Notice of European Data Protection Terms) to the Customer with respect to the processing of the personal data.

Clearstream Fund Centre undertakes to:

- a) Process the personal data exclusively in accordance with (i) the terms of the GDPR Notice; (ii) the Contract, or (iii) the instructions received from the Customer from time to time, either orally or in writing; and
- b) Implement all appropriate technical and organisational measures necessary to ensure the safety and confidentiality of the personal data against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against all other unlawful forms of processing.

## 12. Miscellaneous Provisions

- 12.1 This Contract shall be governed, construed and interpreted in accordance with the laws of Switzerland. The Customer submits to the non-exclusive jurisdiction of the competent courts in Zurich, Switzerland for any litigation that may arise.
- 12.2 If a court of competent jurisdiction holds any provision of this Contract to be illegal or invalid, the provisions will be automatically severed from this Contract. Any such holding will not affect the legality or validity of the remaining provisions of this Contract.
- 12.3 If a party fails to give notice or enforce any right under this Contract, such failure shall not constitute a waiver of such right, unless such waiver is reduced to writing and signed by the waiving party. If a party waives its right in writing, such waiver shall not constitute a waiver of any other right or of any subsequent violation of the same right that has been waived.
- 12.4 All notices required or permitted under this Contract shall be made through an authenticated communication system (for example, authenticated SWIFT message, or registered letter).
- 12.5 This Contract contains all the terms agreed by the parties regarding the subject matter of this Contract and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing relating to the Xact Services subscribed for, and no representation, understanding or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the execution of this Contract or any Schedule except as expressly incorporated in this Contract.
- 12.6 Clearstream Fund Centre reserves the right to amend this Contract. Clearstream Fund Centre shall notify the Customer in writing by mail of any such amendment and of the effective date thereof. Unless the Customer shall inform Clearstream Fund Centre in writing to the contrary within ten business days following the date of receipt of Clearstream Fund Centre's notice, the Customer shall be deemed to have accepted such amendments.

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**Contact**  
[www.clearstream.com](http://www.clearstream.com)

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