

To: Clearstream Fund Centre S.A.  
Tao. Client Due Diligence & Admission NCSC  
42 Avenue JF Kennedy  
L-1855 Luxembourg

Deutsche Börse AG

Mergenthalerallee 61  
65760 Eschborn

Mailing address  
60485 Frankfurt/Main

## **Application form, CFCL Central Coordinator for Clearstream Fund Centre S.A.**

The Central Coordinator is the main contact for all Clearstream Fund Centre S.A. (CFCL) relevant topics regarding the Billing Portal. He/she is responsible for the administration of user accounts and access rights within the Billing Portal and has to ensure that only authorised staff are granted access. Once the application is approved, the Central Coordinator receives an email with the login details for the Billing Portal and an explanation of how to create additional user accounts and assign accounts.

Details of the **CFCL Central Coordinator** to be nominated:

**No handwriting will be accepted, except the signature(s). All the fields have to be filled electronically.**

**First and Last Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

The e-mail address must be appropriate to enable personal identification. Usage of anonymous or generic e-mail addresses is not permitted.

**Phone:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_

*optional, serves for identification*

### **Comments to the use of personal data**

Please note that Billing Portal services offered by Clearstream Fund Centre S.A. are outsourced to Deutsche Börse AG. Clearstream Fund Centre S.A. as a member of the Deutsche Börse Group (DBG) provides the service of online access to the invoices to the users of the Billing Portal by assigning them personal accounts. Your personal data will only be processed for provision and administration purposes in connection with the invoices in line with applicable personal data protection regulations. You can find the DBG privacy policy at [www.deutscheboerse.com/privacy](http://www.deutscheboerse.com/privacy). Your data will only be stored and processed as long as it is necessary, either for execution of the contract or due to legal provisions regarding the legal retention period of data.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Signature of the Central Coordinator to be nominated*

Chairman of the  
Supervisory Board  
Joachim Faber

Executive Board  
Theodor Weimar  
(Chief Executive Officer)  
Christoph Böhm  
Thomas Book  
Stephan Leithner  
Gregor Pottmeyer Hauke  
Stars

German stock corporation  
registered in  
Frankfurt/Main  
HRB No. 32232  
Local court:  
Frankfurt/Main  
VAT/Sales Tax ID No.:  
DE114151950

Please note that the **CFCL Central Coordinator** for the Billing Portal will be responsible for the CFCL invoicing on:

- International accounts at Clearstream Banking S.A. (“CBL”) (Invoice types CFC, VSC)
- Business Partner ID (Invoice type VSC)

Please enter the **CBL accounts or Business Partner ID** in the table below for which the nominated CFCL Central Coordinator shall maintain access via the Billing Portal:

Account number(s)/Business Partner ID(s)	Account number(s)/Business Partner ID(s)	Account number(s)/Business Partner ID(s)	Account number(s)/Business Partner ID(s)	Account number(s)/Business Partner ID(s)

We hereby nominate the CFCL Central Coordinator and acknowledge that the use of the Billing Portal is subject to the “Terms of Use for the Billing Portal of Deutsche Börse AG” (ToU) annexed to this form and we have read and accepted the ToU.

**Details of the Company:**

Full Name of Entity: \_\_\_\_\_

Address of the Entity: \_\_\_\_\_

\_\_\_\_\_

**Authorised Signatures:**

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

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Terms of Use for the Billing Portal of Deutsche Börse AG

The following Terms of Use regulate the access to current or historic billing data via internet (hereinafter “Service”) by the customers of Deutsche Börse AG or its affiliated companies (hereinafter the “Customer”). The Customer hereby expressly accepts these Terms of Use by its signature and return of a signed copy to stated address and undertakes vis-à-vis Deutsche Börse AG (hereinafter “DBAG”) to exclusively use the Service according to the following conditions.

1. Access to the Service is provided under URL <http://billing.clearstream.com> and is provided free of charge.
2. DBAG does not (i) make any representations or (ii) give any guarantee in regard to the correctness, completeness and timeliness of the contents of the billing portal and the Service.
3. Whenever a Customer is also a client of Clearstream Banking, SA or another affiliate of DBAG (collectively “Group Company”), the Customer hereby appoints DBAG as its attorney to receive from such Group Company, all the Customer data necessary for the provision of the Service, including data protected by banking secrecy. The Customer shall not hold a Group Company liable for the disclosure to DBAG and the use of such data by DBAG under the Service.
4. The Customer will appoint one Central Coordinator, within its own organisation, to support the process of the allocation of access data for the Billing Portal. This Central Coordinator needs to approve each individual who applies to the Billing Portal. The Customer must take all necessary security measures to ensure that this access is solely granted to persons properly authorised (hereinafter the “User”). DBAG shall not be liable for the consequences of unauthorised access.
5. The Customer guarantees and commits itself to compel the Central Coordinator and the Users to comply with the present Terms of Use. In case of any changes with regard to the Central Coordinator or its responsibilities, the Customer shall immediately inform DBAG about such changes in written form (see below for contact details).
6. DBAG shall not be liable for the use of the free Service by the Customer except for damages resulting from gross negligence or willful misconduct. In particular, it shall not be liable for the correctness, completeness or timeliness of the displayed billing data, unless any damage has been caused due to gross negligence or willful misconduct by DBAG while providing this Service. Notwithstanding anything herein, the liability of the invoicing party shall remain unaffected.
7. DBAG does (i) not make any representations and (ii) does not give any guarantees in regard to the availability of the internet as transmission medium for the Service. The Customer shall keep credentials which allow access to the Services confidential at all times and shall immediately inform DBAG if such credentials provided to him by DBAG (i) are or (ii) are deemed to be compromised. DBAG shall not be liable for damages resulting from access to the Service and the billing data by unauthorised persons, provided that it has made reasonable precautions against such unauthorised access. DBAG’s liability for damages resulting from gross negligence or willful misconduct shall remain unaffected.
9. DBAG may at any time make amendments to these Terms of Use subject to a notice of 90 calendar days. The Customer, in turn, has the right to terminate the Service within 30 calendar days up to the effective date of the amended Terms of Use. In case the Customer terminates the Service, it shall ensure that a further, unauthorised use by the Users does not take place. Any access data (user ID and code) shall be deleted by the Customer.
10. In case any provision in or obligation under this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired by this. Invalid, illegal or unenforceable provisions shall be replaced by valid, legal and enforceable provisions by the Parties and as agreed by the Parties, so as to effect the original intent of the Parties as close as possible.
11. These Terms of Use shall become effective upon signature and return of a signed copy to DBAG by the Customer; they are subject to the laws of the Federal Republic of Germany. Sole place of jurisdiction is Frankfurt am Main.