

VestimaPRIME Data Service Application Form

Service Application Form

This VestimaPRIME Data Application Form (hereafter "PDAF") is entered into between:

who operates as Clearstream Fund Centre Client (hereafter "Client")

and Clearstream Fund Centre S.A. ("CFCL"), a *société anonyme* incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42 Avenue J.F. Kennedy, L-1855 Luxembourg and registered with the Trade and Companies Register of Luxembourg under number B 261.691, who operates as Market Infrastructure Provider (hereafter "MIP"); individually referred to as a "Party" and together "the Parties".

Date

Service Provision

The Client is informed that the provision of the VestimaPRIME Data Service will be partially performed outside of CFCL and the Client hereby gives power of attorney to the service provider appointed by CFCL to collect from CFCL the information needed for the service together with the Client name, address and registered account designation for the following [*list of accounts opened by the Client with Clearstream Banking S.A. ("CBL") a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 42 Avenue J.F. Kennedy, L-1855 Luxembourg and registered with the Trade and Companies Register of Luxembourg under number B 9248*] (restricted to accounts in segregated designation for the purposes of investment in Alternative Funds)

Client authorised signatures¹

Signed for and on behalf of the Client.

Place

Date

Authorised signature

Authorised signature

Name

Name

Title

Title

Terms for using VestimaPRIME Data Service

By using the VestimaPRIME Data Service, the Client agrees to the following:

1. Consents to use through CFCL the VestimaPRIME Data website, a service of Hedgepole AG, having its registered office located at Schwerzistrasse 6, CH-8807 Freienbach, Switzerland
2. Access through VestimaPRIME Data web application to certain services that are subject to additional terms and conditions presented at the time the Client has access to it including the Hedgepole Subscription Form to choose the type and level of service requested and service level agreement. Please be aware that CFCL shall not be responsible for the content of these terms and conditions applicable to such services and it is advised to read those documents carefully and to make your own assessment on the related risks.
3. The subscribed service entered into is for an initial fixed term of one (1) year. At the end of such initial term the subscribed service shall automatically be renewed on a year-to-year basis after expiration of the running term for a further one (1) year term, unless terminated by either CFCL or the client upon three (3) months prior written notice by registered mail before the end of the running term.
4. In no event CFCL, nor any of its affiliates, officers, directors, employees or other representatives of any of them, will be liable for any damage of any kind (including without limitation, direct, indirect, special, incidental, consequential, exemplary or punitive damage), losses or expenses arising out of or in connection with the use of this service or website (or the content, materials and functions provided as part of this site) or inability to use, or in connection with any failure of performance, error, omission, interruption, defect, mistake, delay in operation or transmission, computer virus or line or system failure, even if CFCL, its affiliates, officers, directors, employees or other representatives thereof, are advised of the possibility of such damages, losses or expenses, unless caused by gross negligence or wilful misconduct on the part of CFCL.
5. Hereby represents and warrants that it has the capacity and authority to accept these terms and conditions granted for the duration of the contractual relationship.

¹ One authorised signature is required; two can be used as per the Client's own corporate policies.