

CreationOnline and CreationDirect via Internet

Application Form **Clearstream Banking SA, Luxembourg**

Standard Organisational Unit
Read-Only Organisational Unit

Please tick one box only

Customer details

Company name

Registered Address

City

Postcode

Country

Telephone

Fax

Email

SWIFT

Main Clearstream Banking

Luxembourg account number ^a

**Accounts to be linked to main
account number ^a**

a. To be completed by existing account holders only. For new customers, Clearstream Banking Luxembourg will provide CreationOnline access for the new account being opened.

Between

Clearstream Banking SA

42 Avenue JF Kennedy
L-1855 Luxembourg
RCS Luxembourg B 9248

Hereinafter referred to as **Clearstream Banking**;

and

whereby the customer subscribes to Clearstream Banking's connectivity services, hereinafter referred to as CreationConnect, in part or in full by completing this application form and the respective sections for the attached subscription forms for the individual service(s) that the customer wants to utilise.

Authorised signatures

We hereby acknowledge receipt of the Terms and Conditions of the CreationConnect 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 Appendices 1 & 2 and return with this completed application form by mail to the following address:

Clearstream Banking SA
NCSC Account Administration
L-2967 Luxembourg

Appendix 1. Contact information

Business contact person

Name

Title

Email

Technical contact person

Name

Title

Email

Initial Administrators to be set up in CreationOnline (mandatory):

Initial Administrator (1)

Name

Title

Address

City

Postcode

Country

Email

Initial Administrator (2)

Name

Title

Address

City

Postcode

Country

Email

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

Appendix 2. Business services

Standard Organisational Unit

Please specify the business services to be made available through CreationOnline:

Securities	Query Input
Cash	Query Input
Custody	Query Input
Tax	Declaration Upload
Vestima	Investment Funds Order Routing Service ^a

Information from the completed Vestima Service Application Form:

Company name: _____

Date signed: _____

Vestima ID: ^b _____

The following services are available by default, depending on your user profile, but may be disabled by the local administrator:

Query on Audit
Query on Alerts
Query on Tax
Message Exchange
CreationDirect via Internet Management
CreationDirect via Internet ^c
Triparty Collateral
Query on Reference Data
Report Scheduling (CreationOnline, SWIFT and CreationDirect)

Please tick this checkbox to acknowledge that you meet the minimum technical requirements as stated in the [CreationOnline Technical Requirements and Installation](#) document:

-
- a. A Vestima Service Application Form must be completed; please contact your Relationship Officer for details.
b. The Vestima ID is assigned by Clearstream Banking Luxembourg.
c. A filestore is automatically allocated for reporting purposes by default; input functionality must be requested in all cases.

Read-Only Organisational Unit (with additional PoA documentation)

Please specify the business services to be made available through CreationOnline:

Securities Instructions	Query - includes Securities Balances and Instructions (excludes input of instructions)
Securities Reporting	HTML reporting: MT535 Statement of Holdings and MT536 Statement of Transactions
Cash Instructions	Query - includes Cash Balances and Instructions (excludes input of instructions)
Cash Reporting	HTML reporting: MT950 Cash Balances and MT950 Money Statement
Custody	Query - includes CA Notifications, CA Instructions, CA Income Confirmations and IPAR (excludes input of instructions)
Reference Data	Query
Tax	Query
Message Exchange	Query
Triparty Collateral	Query - includes Instructions (excludes input of instructions)

CreationDirect via Internet is automatically allocated for reporting purposes by default; input functionality is not permitted with the POA for Read-Only Access.

PoA reference:

(Insert company name and date PoA signed)

Please tick this checkbox to acknowledge that you meet the minimum technical requirements as stated in the CreationOnline Technical Requirements and Installation document:

Appendix 3. CreationConnect Connectivity Agreement

Terms and conditions

1. Definitions

- 1.1 The term "Certificate(s)" shall mean a certificate that specifies the name of an individual or an entity and certifies that a public key, which is included in the certificate, belongs to that entity. 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.
- 1.2 The term "Clearstream Banking" shall mean and refer to the duly licensed bank called Clearstream Banking organised as a société anonyme and incorporated under the laws of the Grand Duchy of Luxembourg.
- 1.3 The term "Clearstream Banking's Source" shall mean such third party licensors and owners of the Software and/or its components.
- 1.4 The term "Connectivity Services" shall mean the Clearstream Banking connectivity products known collectively as CreationConnect, to which the customer has subscribed.
- 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 "Confidential Information" shall mean the Software and related manuals, documentation and other materials, as well as all amendments, updates and new releases thereof supplied by Clearstream Banking and Clearstream Banking's Source.
- 1.7 The term "Documentation" shall mean and refer to all documentation provided under this Contract, the Schedules, the Installation Notes, the User Manual and any other documentation provided with the service to which the customer has subscribed and to which this Contract applies.
- 1.8 The term "Effective Date" shall mean and refer to the date of subscription to the specific service.
- 1.9 The term "General Terms and Conditions" shall mean and refer to the General Terms and Conditions of Clearstream Banking.
- 1.10 The term "Installation Country" shall mean and refer to the country of the Customer's computer installation.
- 1.11 The term "Schedule" shall mean and refer to the Schedules hereto, executed by Clearstream Banking 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 "Use" of Software shall mean to load, utilise, store or display the Software.

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 Banking.
- 2.2 Clearstream Banking is offering to the Customer the non-exclusive facility of using the Connectivity Services selected by the Customer in the application form provided with this Contract to enable the Customer to exchange information with Clearstream Banking in accordance with the General Terms and Conditions. The Customer hereby expressly acknowledges receipt and acceptance of the General Terms and Conditions.

2.3 Clearstream Banking shall provide the Customer with the Documentation, including without limitation technical specifications, user manuals, operating 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. Grant and use of third party Software

If the Customer wishes to use third party Software provided by Clearstream Banking in relation to the Connectivity Services provided under this Contract, then the additional conditions set out in Schedule 1 hereto shall apply. The Customer hereby expressly acknowledges receipt and acceptance of the conditions set out in Schedule 1 hereto.

4. Certificates and Smart Cards

4.1 For the purpose of using the selected Connectivity Services, the Customer will use a suite of security products (for example, passwords, Smart Card(s) etc.) depending on the type of service selected.

4.2 The Customer shall exercise due care in safeguarding its Smart Cards 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).

4.3 The Customer undertakes to comply with any applicable restrictions on use, export, re-export and import of cryptography as well as to pay any applicable patent royalties.

5. Security

5.1 The Customer will receive a suite of security programs designed to prevent unauthorised use of the Software.

5.2 The security Software is designed to the highest practical standards in terms of access, security, authentication and encryption.

5.3 The Customer agrees to be bound by and adhere to the security procedures set out in the Documentation, which Clearstream Banking may revise from time to time.

5.4 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 Banking in relation to the security of the system being null and void.

6. Fees

The Clearstream Banking General Terms and Conditions, under which the relationship with the Customer is formed, the associated Fee Schedule and any other related documentation apply to this Contract. Applicable taxes, customs duties and other charges imposed by authorities for the items supplied or the services provided under this Contract are at the Customer's expense.

7. Training and support

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

8. Customer's liabilities and obligations

8.1 The Connectivity Services provided under this Contract have been developed to operate in a technical configuration as specified in the Documentation. 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.

- 8.2 The Customer is responsible for installing the Software including upgrades to the Software according to the installation instructions described in the Documentation.
- 8.3 The Customer is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.
- 8.4 The Customer shall not assign, sub-licence, extend or otherwise transfer in whole or in part the Software or this Contract without Clearstream Banking's prior written consent.
- 8.5 The Customer shall take all reasonable steps to guarantee the confidentiality and security of the Software and, more specifically, the Customer shall not:
- modify the Software in any way, without the prior written consent of Clearstream Banking;
 - decompile, disassemble or otherwise reverse engineer or attempt to reconstruct the Software or discover any source code or underlying ideas or algorithms by any means;
 - incorporate or merge the Software into or with other software for the purpose of creating a derivative work, without the prior written consent of Clearstream Banking;
 - remove any product identification, copyright or other notices;
 - provide, lease, lend, use for time-sharing or service bureau purposes or use for the benefit of third parties;
 - sell or distribute the Software without the prior written consent of Clearstream Banking;
 - allow the copying by its employees or any other person other than as defined in this Contract.
- 8.6 The Customer may only copy the Software for the Customer's own internal contingency purposes.
- 8.7 The Customer must take all reasonable security measures to ensure that access to the Connectivity 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.
- 8.8 The Customer shall, prior to installation of the Software and at all times during the term of this Contract, comply with the requirements or restrictions that may be applicable to the Software under the export controls of the United States of America, Canada, Australia or any other country of origin of the Software and the Installation Country. The Customer shall not re-export or divert the Software or any related technical information, document or material, or direct product thereof to any location outside of the Installation Country.

9. Clearstream Banking's liabilities and obligations

- 9.1 Clearstream Banking warrants for the sole benefit of the Customer that if properly installed and used in accordance with the Documentation the Connectivity Services provided under this Contract comply with the specifications provided by Clearstream Banking in the Documentation.
- 9.2 Clearstream Banking undertakes to resolve, on a best efforts basis, any defects in the Connectivity Services identified by the Customer.
- 9.3 Clearstream Banking manages access to the Connectivity Services and, on a best efforts basis, provides continuous and error-free operating of the Connectivity Services.
- 9.4 Clearstream Banking warrants to the Customer that it shall use commercially reasonable efforts to ensure that the Software and any new releases thereto are free from any computer "virus" or any other malicious program code.
- 9.5 Clearstream Banking warrants to the Customer that the Software does not include any known machine readable code or functionality that is not made known to the Customer and that is designed or could be harmful to or detrimentally affect in whole or in part the Customer's computer systems or business operations. This shall include, without limitation, any functionality that potentially or actually undermines or circumvents any security provisions of the Software.
- 9.6 Components of the Connectivity Services are provided by third parties. Although Clearstream Banking has tested the third party components and warrants that such components meet the purpose for which Clearstream Banking has tested them, Clearstream Banking 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 Banking.
- 9.7 In all other respects, Clearstream Banking's liability for the provision of these Connectivity Services shall be as set out in the General Terms and Conditions.

10. Term and Termination

- 10.1 This Contract shall be valid for one (1) year from the date of execution. Beyond this initial term, the Terms and Conditions shall be renewed automatically and tacitly for successive periods of one (1) year unless terminated by Clearstream Banking or the Customer upon ninety (90) calendar days' written notice. Such notice can be served at any time.
- 10.2 In addition, Clearstream Banking 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 General Terms and Conditions or any other agreement between Clearstream Banking and the Customer. This also applies if circumstances arise that Clearstream Banking reasonably believes would materially affect the Customer's ability to fulfil the obligations incumbent upon it under the General Terms and Conditions or any other agreement between Clearstream Banking and the Customer or the Customer ceases to be a Customer of Clearstream Banking.
- 10.3 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.
- 10.4 Upon termination of this Contract for any reason, the Customer shall promptly return any and all Software and any associated materials and Confidential Information to Clearstream Banking and shall warrant in writing to Clearstream Banking that all copies or translations thereof have been returned to Clearstream Banking or destroyed.

11. Confidentiality

- 11.1 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 Banking's know-how, trade secrets, business transactions of which the Customer has been informed as a result of the execution of this Contract nor make use of such information for any purpose whatsoever except for the purpose of carrying out its duties under this Contract.
- 11.2 Clearstream Banking shall mutatis mutandis handle similar information it may receive from the Customer during the term of this Contract with the same care as described above.
- 11.3 The Customer shall take all reasonable steps to ensure that all Clearstream Banking's Confidential Information and data are protected from disclosure to third parties.
- 11.4 The provisions of this Article 11 shall survive the expiration or termination of this Contract.

12. Miscellaneous Provisions

- 12.1 This Contract shall be governed, construed and interpreted in accordance with the laws of the Grand Duchy of Luxembourg. The Customer submits to the non-exclusive jurisdiction of the competent Luxembourg courts 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, tested telex or letter). Any such notice shall be deemed to be duly given or made at the time the authenticated communication message is received.

- 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 Connectivity 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 The Schedule hereto and Clearstream Banking's Governing Documents shall be deemed an integral part of this Contract.

Schedule 1 - Terms and Conditions for use of third party Software

1. Grant and use of third party Software

- 1.1 Pursuant to a contract between Clearstream Banking and Clearstream Banking's Source granting Clearstream Banking the right to use the Software and to install the Software at the locations of its own customers, Clearstream Banking hereby grants to the Customer a personal, non-transferable and non-exclusive right to use the Software, subject to the provisions of Schedule Articles 1.3, 1.4 and 1.5 hereto.
- 1.2 The Customer may use the Software only for its own internal operations and for the sole purpose of connecting to Clearstream Banking in strict accordance with the terms of this Schedule. The Customer is specifically prohibited from:
- installing the Software on any computer that is operated by a separate legal entity, whether or not owned in full or part by the Customer; or
 - permitting any third party¹ to use the Software; or
 - using the Software to process data for any third party or in the operation of a service bureau, with or without compensation; or
 - using the Software to provide, with or without compensation, time sharing, remote job entry or other services to any third party; or
 - using the Software to communicate directly with Clearstream Banking's other customers.

In the event that the Customer wishes to use the Software beyond the scope contemplated by this Schedule Article 1.2, it may propose the extension of the scope of use to Clearstream Banking. However, the Customer acknowledges that Clearstream Banking shall be under no obligation whatsoever to amend this Contract or grant the Customer any extended use of the Software.

- 1.3 The Customer may transfer the Software to a different computer installation only with the prior written approval of Clearstream Banking. The approval may be conditional upon payment of revised charges as determined by Clearstream Banking. Upon implementing any such authorised transfer, the Customer shall immediately execute and deliver to Clearstream Banking a written certificate verifying that all copies of the Software that were installed at the original computer installation have been destroyed or transferred to the new computer installation.
- 1.4 The Customer shall be entitled to make one (1) back-up copy of the Software for installation on one (1) back-up computer installation for use only in the event of a failure or the inoperability of the primary computer installation.
- 1.5 Upon payment of a fee to Clearstream Banking the Customer shall be entitled to make one (1) additional copy of the Software for installation on an additional computer installation, which the Customer may use simultaneously with the Software installed on the primary computer installation. The use of the Software on an additional computer installation is subject to service usage fees as stated in the current Clearstream Banking Fee Schedule.
- 1.6 The Customer shall, at all times during the term of this agreement, comply with the requirements or restrictions that may be applicable to the Software under the export controls of the United States of America, Canada, Australia or any other country of origin of the Software and the Installation Country. The Customer shall not re-export or divert the Software or any related technical information, document or material, or direct product thereof to any location outside of the Installation Country.

1. For the purpose of this Schedule Article 1.2, the term "third party" shall include, without limitation, subsidiaries and/or affiliates of the Customer.

- 1.7 Clearstream Banking, or its employees, may, if Clearstream Banking has reason to believe that the terms and conditions of this Contract have been infringed, upon prior written notice, inspect the Customer's computer installations to verify the Customer's compliance with the terms and conditions of this Contract. Clearstream Banking shall at such occasion protect the confidentiality of the Customer's information and abide by the Customer's reasonable security regulations while on the Customer's premises.

2. Maintenance and Support

Payment of the fees, as set forth in the Clearstream Banking Fee Schedule, shall entitle the Customer to maintenance and support services in respect of the Software for the ensuing month to the extent that maintenance and support is generally made available by Clearstream Banking. Maintenance and support for the Software shall automatically cease upon termination of this Contract for any reason and upon such termination, the Customer shall pay to Clearstream Banking all outstanding fees commissions and charges accrued hereunder with respect to the Software up to and until the effective date of termination and any other charges that Clearstream Banking may reasonably incur in relation hereto.

3. Title and Confidentiality

- 3.1 All copyright, title and intellectual property protection rights in and to the Software are and shall remain the proprietary right of Clearstream Banking's Source or the companies that may have developed or otherwise acquired the Software who have granted to Clearstream Banking's Source the right to market, install, maintain and support the Software. The Customer has to respect the confidentiality of this information. Items will not be considered confidential if:
- already published or available to the public other than by a breach of this Contract;
 - rightfully received from a third party not in breach of any obligation or confidentiality;
 - independently developed by personnel or agents of any party without access to the confidential information of the other;
 - produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party an opportunity to object to and/or attempt to limit such production.
- 3.2 The Customer acknowledges that the Confidential Information contains proprietary, confidential and trade secret information developed or acquired by Clearstream Banking or Clearstream Banking's Source. The latter parties retain all trade secret rights thereto.
- 3.3 The Customer shall use the Software strictly in accordance with Schedule Article 1 above. The Customer shall disclose the Confidential Information only to its employees as and to the extent that such disclosure is required for the authorised use of the Software (as defined in Schedule Article 1 above). The Customer shall take adequate safeguards to maintain the confidentiality of the Software or Confidential Information by or to any other corporation, individual, firm or organisation, including, but not limited to, such specific safeguards as Clearstream Banking may request from time to time.
- 3.4 The Customer shall not copy, translate, decompile, disassemble, reverse engineer or otherwise reproduce or modify, add to or otherwise change the Software or reverse assemble, compile or otherwise develop software that incorporates or otherwise uses elements of the Software or Confidential Information.
- 3.5 The Customer shall not assign, licence, rent, lease, pledge or otherwise transfer or encumber, voluntarily or involuntarily, the rights granted to the Customer thereunder in or to the Software or the Confidential Information. Any such prohibited transfer or encumbrance shall be null and void.
- 3.6 The provisions of this Schedule Article 3 shall survive the expiration or termination of this Contract.

4. Warranty

The Customer acknowledges that the Software has been provided to Clearstream Banking by Clearstream Banking's Source pursuant to a contract permitting Clearstream Banking to install the Software at the locations of its customers and that Clearstream Banking will take appropriate steps to defend customers from claims of infringement of third party IPR (Intellectual Property Rights) to the extent provided in the contract with Clearstream Banking's Source.

Clearstream Banking makes no warranties whatsoever with respect to the Software. However, if the Customer suffers any loss or liability as a result of any failure with respect to the Software, Clearstream Banking shall take such steps as it shall reasonably deem appropriate in the circumstances in order to effect recovery and on the basis of the warranties made to Clearstream Banking by Clearstream Banking's Source and specified in the contract between Clearstream Banking and Clearstream Banking's Source.

5. Liability of Clearstream Banking

Notwithstanding anything contained herein to the contrary, in no event shall Clearstream Banking or Clearstream Banking's Sources be liable for any loss, damages or claims resulting or relating to or arising out of this Contract unless caused by Clearstream Banking's gross negligence or wilful misconduct. In the event of such loss, damages or claims resulting from gross negligence or wilful misconduct, Clearstream Banking's liability therefore shall not exceed the amount of the fees invoiced to Clearstream Banking and paid by the Customer to Clearstream Banking pursuant to this Schedule for the period during which the loss, damages or claims were incurred. In no event shall Clearstream Banking be liable for any lost profits, lost savings, incidental, indirect, consequential, special or punitive damages even if it has been advised of the possibility of such damages.