

**Note:** This is a PDF form that can be filled in electronically.

Before signing, the party being "the Client" is hereby requested to print it out on their corporate letter head paper.

## POWER OF ATTORNEY

**Attention:** Clearstream Fund Centre S.A., 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 261691 (hereafter the "Bank" or "CFCL").

Client name

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Address

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Postal code and town

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Country

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Commercial registration authority and number

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(hereafter the "Client")

hereby appoints:

Attorney name

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Address

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Postal code and town

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Country

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Commercial registration authority and number

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(the "Attorney")

as its Attorney issuing order routing instructions relating to investment funds (the "OR Instructions") to CFCL as follows:

### Connectivity access to the Bank's online resources

The Client hereby authorises the Attorney to request or receive information concerning OR Instructions to or from the Bank via email and via telephone in accordance with the identification procedures of the Bank as amended.

The Client hereby authorises the Attorney to access the Bank's connectivity services Swift, File Transfer and Vestima (hereafter the "Online Resources") in relation to the services provided by the Bank to the Client under the Governing Documents of the Bank. Electronic access shall be made in accordance with the Governing Documents of the Bank as amended from time to time. To this end, the Client authorises the Bank to allow the Attorney to access said services on behalf of the Client using the following, electronic identifier(s) (given as applicable and relevant to the ownership of the identifier(s)):

Type of identifier	Client	Attorney
Organisational unit (OU) setup by the Bank	_____	_____
Distinguished Name (DN) address <sup>1</sup>	_____	_____
Swift Bank Identifier Code (BIC)	_____	_____
Vestima participant identifier setup by the Bank	_____	_____
File Store Address	_____	_____

This Power of Attorney is specific and strictly limited to the:

*[Tick only the applicable box/es]*

(the "Accounts") to:

**Administration and Operation of Account(s) via any communications means agreed by CFCL and the Attorney**

- Review, execute and deliver to CFCL, in the name and on behalf of the Company, any documentation relating to the Accounts necessary for, or incidental to, the administration and operation of the Accounts; and
- Do all other acts, in the name and on behalf of the Company, necessary for, or incidental to, the administration and operation of the Accounts (for the avoidance of doubt with the exception of opening/closing of accounts and the debit or credit of the Accounts<sup>2</sup>).

**Conclusion of specific agreements with CFCL**

- Add, via registered letter or authenticated message, new accounts of the Company to this Power of Attorney.
- Modify, via registered letter or authenticated message, the list of selected currencies under this Power of Attorney.
- Modify, via registered letter or authenticated message, the Attorney's communication address(es) notified in this Power of Attorney.
- Enter into the following specific agreements with CFCL, in the name and on behalf of the Company, related to (define name and topic of the agreement):

Name	Topic of agreement
_____	_____

1. Mandatory only for Swift ISO 20022.  
2. For authorising debit and credits please tick the relevant box(es) for the transmission of instructions below.

## Vestima

**Vestima Access<sup>3</sup>**

**Transmission and receipt of messages**

The Client hereby authorises the Attorney to:

Transmit, in the name and on behalf of the Client, any instructions, confirmations, reports and/or information accepted by the Bank's Online Resources;

Receive, in the name and on behalf of the Client, any instructions, confirmations, reports and/or information relating to the activities of the Client through the Bank's Online Resources

**Receipt of information and reports on the OR (Order Routing) Instructions**

For the OR Instructions service, the Client hereby authorises the Attorney to:

- Request and receive, in the name and on behalf of the Client, information on the OR Instructions and
- Request and receive, in the name and on behalf of the Client, for any investment fund shares in which the Client holds a position, reports on the OR Instructions.

Reports will be sent to the Attorney via a secure means of communication to be agreed between the Attorney and the Bank.

## Swift

**Transmission of Swift messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), via the Attorney's own Swift address as notified to CFCL by the Company \_\_\_\_\_, instructions of the type defined herein:

(Attorney's Swift address)

*(Tick only the applicable box)*

**Securities settlement instructions** (These details apply to all currencies. If you prefer a different option, please complete Appendix 1 of this document)

All Securities instructions supported by CFCL

**Cash settlement instructions** (These details apply to all currencies. If you prefer a different option, please complete Appendix 1 of this document)

All Cash instructions supported by CFCL

**Instructions relating to custody instructions, other than General Meeting instructions**

All Custody transactions supported by CFCL

**General Meeting instructions**

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 account(s).

**Request and receipt of Swift reports**

Request and receive from CFCL, in the name and on behalf of the Company, via the Attorney's own Swift address as notified to CFCL by the Company \_\_\_\_\_, reports relating to the Account(s).

(Attorney's Swift address)

3. The Client acknowledges that it is solely responsible for the configuration and set-up of its Vestima Access, as well as restrictions to this access.

**File Transfer**

**Transmission of File Transfer messages**

Issue, approve, transmit, amend, change, cancel or complete, in the name and on behalf of the Company for the Account(s), as notified to CFCL by the Company

\_\_\_\_\_, and for the Attorney's Instructing Party File transfer address as notified to CFCL by the Company \_\_\_\_\_ instructions of the type defined herein:

*(Tick only the applicable box)*

**INBOUND File Transfer Messages** (These details apply to all currencies. If you prefer a different option, please complete Appendix 2 of this document):

**Securities settlement instructions** (These details apply to all currencies. If you prefer a different option, please complete Appendix 2 of this document)

All Securities instructions supported by CFCL

**Cash settlement instructions** (These details apply to all currencies. If you prefer a different option, please complete Appendix 2 of this document)

All Cash instructions supported by CFCL

**Instructions relating to custody instructions, other than General Meeting instructions** *All Custody transactions supported by CFCL*

**General Meeting instructions**

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 account(s).

**OUTBOUND File Transfer Messages: Request and receipt of File Transfer reports**

**Securities settlement reports** (These details apply to all currencies. If you prefer a different option, please complete Appendix 2 of this document):

All Securities reports supported by CFCL

**Cash settlement reports** (These details apply to all currencies. If you prefer a different option, please complete Appendix 2 of this document):

All Cash reports supported by CFCL

**Instructions relating to custody instructions other than General Meeting instructions**

All Custody reports supported by CFCL.

**General Meeting instructions**

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 account(s).

## CFS Portal

### **Transmission and Receipt of CFS Portal messages:**

Issue, approve, transmit, amend, change, cancel or complete on behalf of the Company for the Accounts, via the Attorney's own CFS Portal access as notified to CFCL by the Company (please insert the Attorney's Xact Web Portal Organisational Unit "OU" name), \_\_\_\_\_ instructions of the type defined here in:

*(Tick only the applicable box)*

#### **Securities settlement instructions (for all currencies)**

Securities instructions here referred to, and for the purpose of this Power of Attorney, are defined as transactions Receive free of payment, Receive against payment, Deliver free of payment and Deliver against payment.

#### **Cash instructions** (for all currencies)

Cash instructions, here referred to, and for the purpose of this Power of Attorney, are defined as transactions Pre-advice of funds, Withdrawal of funds, Foreign exchange, Client transfer.

#### **Instructions relating to custody instructions, other than General Meeting instructions**

All Custody reports supported by CFCL.

#### **General Meeting instructions:**

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 account(s).

### **Request and Receipt of CFS Portal reports:**

Request and receive, in the name and on behalf of the Company, via the Attorney's CFS Portal access as notified to CFCL by the Company (please insert the Attorney's own CFS Portal Organisational Unit "OU" name) \_\_\_\_\_, reports relating to the Accounts.

In case of use of the Attorney's CFS Portal access(es), the Company acknowledges that its Attorney is solely responsible for the configuration and the setup of its access(es) to the Account(s) and their compliance with this Power of Attorney.

## General provisions

This Power of Attorney is exclusively limited to the service(s) and activity(ies) the Attorney has been appointed to.

All communication given by the Attorney to the Bank shall comply with the format, modes of communication and procedures as specified by the Bank.

In case of use of the Attorney's electronic access to the Online Resources, the Client acknowledges that its Attorney is solely responsible for the configuration of its computer systems and the setup of its electronic access in compliance with this Power of Attorney. The Attorney expressly agrees to comply with the rules governing the Online Resources, at all times during the validity of this Power of Attorney.

The Client hereby agrees that it shall be fully liable to the Bank for any and all obligations created on its behalf pursuant to the authority or purported authority of this Power of Attorney and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this Power of Attorney.

Each of the Client and the Attorney hereby agree that the Bank shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Client or the Attorney.

The Client and the Attorney hereby agree to hold harmless and not make any claim against the Bank 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 OR Instructions or the Client, unless such loss, claim, liability, damage, cost or expense is directly due to the Bank's negligence, fraud or wilful misconduct.

This Power of Attorney is irrevocable and shall remain valid until notice of termination or amendment is received by the Bank by registered letter. Any such termination or amendment shall take effect on the second business day in Luxembourg after receipt of the notice by the Bank or such other later date specified in the notice. Notwithstanding the above, this Power of Attorney shall automatically be terminated on the date of termination of the contractual relationship of the Client with the Bank.

This Power of Attorney shall remain valid until notice of termination or amendment is received by the Bank by registered letter or authenticated message from the Client. Any such termination or amendment shall take effect on the second business day in Luxembourg after receipt of the notice by the Bank 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. Any litigation raised in relation thereto shall be subject to the exclusive jurisdiction of the competent courts of Luxembourg City.

This Power of Attorney will become effective from: \_\_\_\_\_

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg.

**Signed for and on behalf of the Client:**

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Signed for and on behalf of the Attorney:**

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX 1 TO POWER OF ATTORNEY

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_ *[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]* on \_\_\_\_\_.

This Appendix 1 is effective \_\_\_\_\_ and supersedes any previous Appendix 1 related to the Power of Attorney mentioned here above.

### List of selected currencies

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's Swift access, as notified in the Power of Attorney mentioned here above.

The currencies listed hereunder, if eligible for full settlement within CFCL:

\_\_\_\_\_  
\_\_\_\_\_

*(Denomination of selected currencies)*

### On behalf of the Company:

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### On behalf of the Attorney:

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**APPENDIX 2 TO POWER OF ATTORNEY**

This document is an Appendix to the Power of Attorney the Company has granted to

\_\_\_\_\_  
*[name of company to whom Power of Attorney is/was granted - only one company for each Appendix to Power of Attorney]* on \_\_\_\_\_.

This Appendix 2 is effective \_\_\_\_\_ and supersedes any previous Appendix 2 related to the Power of Attorney mentioned here above.

**List of selected currencies**

The selected currencies are applicable, as mandatory, to both cash and securities instructions (if applicable), sent via the Attorney's CFS Portal access, as notified in the Power of Attorney mentioned here above

All currencies eligible for full settlement within CFCL

The currencies listed hereunder, if eligible for full settlement within CFCL:

\_\_\_\_\_  
\_\_\_\_\_

*(Denomination of selected currencies)*

**On behalf of the Company:**

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**On behalf of the Attorney:**

Place: \_\_\_\_\_

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

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_