

## STANDING INSTRUCTION

This standing instruction is made on [insert the date] \_\_\_\_\_ (the “**Instruction**”)

**From:**

[insert name of the company that is giving this standing instruction] \_\_\_\_\_,  
having its registered office at [insert the address of the company] \_\_\_\_\_  
\_\_\_\_\_;

(the “**Company**”)

**To:**

**Clearstream Banking S.A.**, having its registered office at 42, Avenue J F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and registered with the trade and companies register of Luxembourg under number B.9248;

(“**CBL**”)

**cc:**

**LuxCSD S.A.**, having its registered office at 42, Avenue J F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and registered with the trade and company register of Luxembourg under number B. 154 449;

(“**LuxCSD**”).

**WHEREAS:**

The Company is the owner of the Account(s) (as defined below).

Such Account(s) has(ve) been designated in LuxCSD’s account application form as external cash account(s) with CBL to be used for the exclusive purpose of the settlement payments linked to the securities deposited in securities account(s) with LuxCSD (the “**LuxCSD Account**”) and the debit and credit of payables/receivables in respect of the principal of, premium or interest on, or dividends or other amounts related to those securities (“**LuxCSD Payments**”).

In connection with the execution and the performance of the obligations incumbent upon the Company or another entity being a customer of LuxCSD which is entitled by the Company to use the Accounts for the purpose of its LuxCSD Payments (“**LuxCSD Activities**”), the Company has agreed to authorise CBL to execute and perform the LuxCSD Payments on the Accounts upon LuxCSD’s request in accordance with the terms of this Instruction.

**NOW THEREFORE IT IS AGREED**

1. Unless the context otherwise requires or unless otherwise defined in this Instruction, capitalised words and expressions used in this Instruction shall have the same meaning ascribed in the Governing Documents. In addition, the following definition will apply:

“**Account(s)**” means the following account(s) of the Company with CBL [*insert the relevant account number(s)*]: \_\_\_\_\_.

2. The Company hereby authorises CBL to debit and/or credit the Account(s) with the amounts related exclusively to LuxCSD Payments immediately upon receipt by CBL of and in accordance with the relevant instructions sent by LuxCSD for the sole purpose of LuxCSD Activities related to LuxCSD Account.

As per this Instruction, CBL will execute and perform LuxCSD Payments instructions in compliance with the General Terms and Conditions and the principles applicable to cash instructions as set out in the Customer Handbook (and in particular with Section 5).

3. The Company is responsible for ensuring that sufficient funds are available on the Account(s). The Company hereby agrees to hold CBL harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to insufficient funding of the Account(s) (the “**Loss**”), unless such Loss is due to CBL’s gross negligence or wilful misconduct.

4. The Company represents and warrants at all time as from the date of this Instruction to CBL that:

- (i) the Company is the owner of the Account(s);
- (ii) LuxCSD Payments instructions are strictly related to the settlement activities on securities deposited with LuxCSD in the LuxCSD Account and those securities related corporate events/payments;
- (iii) in case the Company is not the owner of the LuxCSD Account, (i) the Company has been empowered and entitled to receive/make the LuxCSD Payments on the Account(s) by the owner of the LuxCSD Account and (iii) it has the power, authority and legal right to grant such authorisation to CBL with respect to LuxCSD Payments.

5. CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted, erroneously or not, by the Company or LuxCSD.

6. The Company hereby agrees that it shall be fully liable to CBL in case any of the representations and warranties granted therein ceases to be true and correct and to hold CBL harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to such misrepresentation.

7. This Instruction may be terminated by the Company with a one (1) month prior written notice sent to CBL by registered letter or authenticated message. Any termination shall take effect on the second business day in Luxembourg after receipt of the notice by CBL or such other later date specified in the notice.

8. This Instruction may be immediately terminated:

- (i) without prior notice, in case the Company and/or CBL has suspended or terminated the provisions of the services related to the Account(s) in accordance with the General Terms and Conditions. In this case, the Company shall notify LuxCSD within five (5) business days following the date of such suspension or termination;
- (ii) upon receipt by CBL of a written notice informing CBL of the closing of the LuxCSD Account in accordance with the LuxCSD’s General Terms and Conditions.

9. The Company hereby undertakes to notify CBL promptly in writing of any changes in the information provided herein or of any information that would render any of the information contained therein untrue or incomplete.

10. This Instruction is governed by and shall be construed in accordance with the laws of the Grand Duchy of Luxembourg and any disputes arising from this Instruction are submitted to the jurisdiction of the competent courts of the city of Luxembourg.

On behalf of the Company

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

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

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

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

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

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