

Side letter to the ClearstreamXact Connectivity Agreement to enable ad hoc reporting for Auditors – OU

Date: _____

Dear Sir/Madam,

This **Side Letter** is an amendment to the ClearstreamXact Connectivity Agreement for Clearstream Banking AG clients (the "Agreement") that has been completed and signed by

Client – registered name: _____

Client – registered address: _____

OU name: _____

(hereinafter the "**Client**").

Terms defined in the Agreement and used but not defined herein have the meanings given to them in the Agreement. In the event of inconsistency between the terms of the Agreement and this Side Letter, the terms of this Side Letter shall prevail.

1. Clearstream Banking AG registered at Mergenthalerallee 61, 65760 Eschborn, Germany, HRB No. 7500 (herein referred to as "**Clearstream Banking**") hereby authorises the Client to grant access to the Xact Services to the certified external auditors engaged to audit the Client (the "Auditors"), subject to the restrictions stipulated in this Side Letter, in order to facilitate the auditing of the Client.
2. The Client may only grant access to the Xact Services to the Auditors and such access shall be strictly limited to the functions "Reporting & Monitoring > AdHoc Reporting > Manage Adhoc Reporting > Report type: Statement of holding (securities/cash)" and shall be restricted to the functional role "Adhoc Reporting – Manage Statement of holding (securities/cash)". The Client is solely responsible for the setup in accordance with the terms of the Agreement and this Side Letter, and for the selection of accounts to which the Auditors will have access.
3. The Client shall ensure that Auditors comply with the terms and conditions of the Agreement. For this purpose, the Client shall implement adequate processes and controls to monitor the access rights of the Auditors.

4. The Client shall bear all costs and expenses incurred by the Auditors' use of the Xact Services. Without prejudice to Article 8 of the Agreement, the Client agrees to indemnify, defend and hold harmless Clearstream Banking from and against any and all losses, claims, liabilities, costs, expenses or damages arising out of or caused by the Auditors' use of the Xact Services.
5. Clearstream Banking reserves the right to withdraw its authorisation and to terminate the access of any Auditors to the Xact Services at any time and without prior notice at its sole discretion. At the request of Clearstream Banking, the Client shall immediately terminate the access to the Xact Services of any Auditors.
6. This Side Letter shall remain valid for the term of the Agreement. It may be terminated by either party at any time upon one (1) month's written notice.
7. This Side Letter shall be governed, construed and interpreted in accordance with the laws of the Federal Republic of Germany. The Client submits to the non-exclusive jurisdiction of the courts of Frankfurt am Main, Germany for any litigation that may arise.
8. This Side Letter forms an integral part of the Agreement. Except as otherwise provided in this Side Letter, the Agreement shall remain unaffected by this Side Letter and shall remain valid and enforceable according to its terms.

Please countersign this Side Letter to acknowledge acceptance of the terms contained herein.

Yours faithfully,

Signed for and on behalf of

Clearstream Banking AG

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____

For acknowledgment and acceptance of the above:

Signed for and on behalf of

The Client

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____