LUXCSD

Xact Web Portal

Application form
LuxCSD S.A.

March 2023

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This Xact Web Portal Application, between

Company name

Registered address

City

Postcode

Country

Telephone

Fax

Email

SWIFT

**Main account number
at LuxCSD** ᵃ

a. To be completed by existing account holders only. For new Customers, LuxCSD S.A. will provide access for the new account being opened.

herein referred to as the "**Customer**"; and

LuxCSD S.A. registered at 42 Avenue JF Kennedy, L-1855 Luxembourg, RCS Luxembourg B 154 449

herein referred to as **LuxCSD**;

whereby the Customer subscribes to LuxCSD's connectivity services, herein referred to as "**ClearstreamXact**", in part or in full by completing this application form and the respective sections for the attached forms for the individual service(s) to which the Customer wants to subscribe.

We hereby acknowledge receipt of the Terms and Conditions of the ClearstreamXact Connectivity Agreement (Appendix 3) and expressly confirm our acceptance to be bound by its terms and conditions.

For and on behalf of:

Name: **Name:**

Title: **Title:**

Date and signature: **Date and signature:**

Please complete appendices 1 and 2, and return this application form to your Relationship Officer.

Appendix 1. Contact information

Business contact person

Name

_____

Title

_____

Email

_____

Technical contact person

Name

_____

Title

_____

Email

_____

Initial Administrators to be set up in Xact Web Portal (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.

☐   Please tick this checkbox to acknowledge that your computer installation meets the minimum technical requirements as stated in Xact Web Portal User Manual.

Appendix 2. Business services and accounts

Xact Web Portal allows access to the business services of LuxCSD. Such access will be continuously expanded as additional business services are made available.

Resources belonging to the Customer will be linked to the Customer's Organisational Unit set up by LuxCSD and to which this application relates.

Subscription to the following services is enabled by default:

User Management	Management of users, users groups and users permissions as described in the Xact Web Portal User Manual.
Dashboard services	Standard queries enabling you to monitor your business activities, preferred queries, pending tasks, alerts, news etc., as described in the Xact Web Portal User Manual.
Reporting & Monitoring	Centrally manage all report scheduling with many combinations of formats (ISO, PDF, XLS and XML) and channels (File Transfer and SWIFT). Manage saved queries to run at set times and receive alerts about critical business issues in the Business Monitoring Centre.
Reference Data	Query and view details of Cash Correspondents, Currencies, Financial Instruments, Places of Safekeeping and Settlement Parties.

The following elective services are also available; please tick all that are relevant to this application:

☐ **Settlement**	Create and process all types of securities settlement instructions. Query and view securities positions.
☐ **Asset Servicing**	Graphical overview of Income and Corporate Action life cycle events with detailed information about your instruction options.
☐ **Tax**	Query and view Tax details.
☐ **Cash & Liquidity**	Create and process Pre-advice of Funds, Withdrawal of Funds, Customer Transfers and Foreign Exchange Cash Instructions. Query and view cash balances.

Accounts to be included in the Customer Organisational Unit:

New Organisational Unit (OU)

Update to existing Xact OU - Name:

Copy accounts and OU services from existing CreationOnline OU - Name:

Appendix 3. ClearstreamXact Connectivity Agreement

Terms and conditions

1.   Definitions

1.1   The term "Certificate(s)" shall mean a certificate that specifies the name of a ClearstreamXact user and certifies that a public key, which is included in the certificate, belongs to that user. 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 "LuxCSD" shall mean and refer to the duly licensed institution called LuxCSD organised as a société anonyme and incorporated under the laws of the Grand Duchy of Luxembourg.

1.3   The term "LuxCSD's Source" shall mean such third party licensors and owners of the Software and/or its components.

1.4   The term "Contract" shall mean and refer to this Connectivity Agreement together with the Schedules and any other addenda attached hereto.

1.5   The term "Documentation" shall mean and refer to all documentation provided under this Contract, the Schedules, the User Guides and any other documentation provided with the service to which the Customer has subscribed and to which this Contract applies.

1.6   The term "Effective Date" shall mean and refer to the date of subscription to the specific service.

1.7   The term "General Terms and Conditions" shall mean and refer to the General Terms and Conditions of LuxCSD.

1.8   The term "Installation Country" shall mean and refer to the country of the Customer's computer installation.

1.9   The term "Mobile Authenticator App" refers to the app installed on the user's mobile telephone. It generates TOTP (Time-based One-Time Password) token numbers used for the login to the Xact Web Portal application.

1.10   The term "Schedule" shall mean and refer to the Schedules hereto, executed by LuxCSD and the Customer and attached to and expressly made a part of this Contract.

1.11   The term "Software" shall mean and refer to the computer software products specified in any Schedule, manuals, documentation or other materials supplied therewith.

1.12   The term "Third Party" shall mean any natural person or legal entity who is not a party to the Contract; for the avoidance of doubt, subsidiaries and/or affiliates of the Customer are Third Parties.

1.13   The term "Use" of Software shall mean to load, utilise, store or display the Software.

1.14   The term "Xact Services" shall mean the LuxCSD connectivity services, to which the Customer has subscribed.

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 LuxCSD.

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

2.3   LuxCSD shall provide the Customer with the Documentation, including without limitation technical specifications, user 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.   Certificates and Mobile Authenticator App

3.1   For the purpose of using the selected Xact Services, the Customer will use a suite of security products (for example, passwords, Mobile Authenticator App etc.) depending on the type of service selected.

3.2   The Customer shall exercise due care in safeguarding its Certificates, Password and Mobile Authenticator App access. LuxCSD shall not be responsible in the event of loss, theft, fraudulent or unauthorised use of the Customer's Certificates, Passwords or Mobile Authenticator App to fraudulently access the Xact Services.

4.   Security

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

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

4.3   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 LuxCSD in relation to the security of the system being null and void.

5.   Fees

The LuxCSD General Terms and Conditions, under which the relationship with the Customer is formed, the associated Fee Schedule, any other Governing Document and any other related documentation apply to this Contract. Any taxes and fees due in relation to the conclusion or fulfilment of the services, especially VAT, withholding tax, or any other tax shall be borne by the Client at the prevailing rate and will be extra.

6.   Support

LuxCSD shall provide appropriate product support on a best efforts basis and in accordance with the terms of the Xact Services to which the Customer has subscribed under this Contract.

7.   Customer's liabilities and obligations

7.1   The Xact Services provided under this Contract have been developed to operate in a technical configuration as specified in the Xact Web Portal User Manual. 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.

7.2   The Customer is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.

7.3   The Customer is responsible for installing the Software mentioned in the system requirements (that is, Operating system, Browsers, Java) including upgrades and security patches to the Software according to the installation instructions described in the Documentation.

7.4   The Customer must take all reasonable security measures to ensure that access to the Xact Services is solely granted to persons properly authorised within its own entity. LuxCSD shall not be liable for the consequences of unauthorised access in any event.

8. LuxCSD's liabilities and obligations

8.1   LuxCSD warrants for the sole benefit of the Customer that if properly installed and used in accordance with the Documentation the Xact Services provided under this Contract comply with the specifications provided by LuxCSD in the Documentation.

8.2   LuxCSD undertakes to resolve, on a best efforts basis, any defects in the Xact Services identified by the Customer.

8.3   LuxCSD manages access to the Xact Services on a best efforts basis.

8.4   LuxCSD warrants to the Customer that it shall use commercially reasonable efforts to ensure that its IT infrastructure is free from any computer "virus" or any other malicious program code.

8.5   Components of the Xact Services are provided by third parties. Although LuxCSD has tested the third party components and warrants that such components meet the purpose for which LuxCSD has tested them, LuxCSD 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 LuxCSD.

8.6   In all other respects, LuxCSD's liability for the provision of these Xact Services shall be as set out in the General Terms and Conditions.

9. Term and Termination

9.1   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 LuxCSD or the Customer upon ninety (90) calendar days' written notice. Such notice can be served at any time.

9.2   In addition, LuxCSD 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 LuxCSD's opinion, the Customer is in material breach of any obligation incumbent upon it under the General Terms and Conditions, any other Governing Document or any other agreement between LuxCSD and the Customer. This also applies if circumstances arise that LuxCSD 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 LuxCSD and the Customer or the Customer ceases to be a Customer of LuxCSD.

9.3   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.

9.4   Upon termination of this Contract for any reason, the Customer shall promptly return any and all Software, if applicable, and any associated materials and Confidential Information to LuxCSD and shall warrant in writing to LuxCSD that all copies or translations thereof have been returned to LuxCSD or destroyed.

10. Confidentiality

10.1 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, LuxCSD's know-how, trade secrets, business transactions of which the Customer has been informed as a result of the execution of this Contract (the "Confidential Information") nor make use of such Confidential Information for any purpose whatsoever except for the purpose of carrying out its duties under this Contract.

10.2 Information will not be considered Confidential Information if:

i) already published or available to the public other than by a breach of this Contract;

ii) rightfully received from a Third Party not in breach of any obligation of confidentiality;

iii) independently developed by personnel or agents of any party without access to the Confidential Information of the other.

10.3 The Customer shall take adequate safeguards to maintain the confidentiality of the Confidential Information by or to any other corporation, individual, firm or organisation, including, but not limited to, such specific safeguards as LuxCSD may request from time to time.

10.4 The Customer acknowledges that the Software and the Documentation, as well as all amendments, updates and new releases thereof supplied by LuxCSD and LuxCSD's Source contain proprietary, confidential and trade secret information developed or acquired by LuxCSD or LuxCSD's Source. The latter parties retain all trade secret rights thereto.

10.5 The receipt of any Confidential Information does not confer any intellectual property rights in the said Confidential Information to the Customer. Any technology, know-how, data or related product development, whether or not based, directly or indirectly, on Confidential Information ("LuxCSD Know-How") is and shall be the sole property of LuxCSD and all applicable rights in patents, copyrights, trademarks and trade secrets relating thereto (the "Property Rights") shall remain the property of LuxCSD. The Customer undertakes not to sell, transfer, license, publish, disclose, display or otherwise make available the LuxCSD Know-How without LuxCSD's prior written consent, to any third party, nor to use it for its own purposes or benefit except as provided herein.

10.6 The provisions of this Article 10 shall survive the expiration or termination of this Contract.

11. Data protection

LuxCSD is acting as independent data controller when performing its services and may have access to the personal data (within the meaning of the Clearstream Banking Notice of European Data Protection Terms) of the Customer with respect to the processing of the personal data.

LuxCSD S.A. undertakes to:

a) Process the personal data exclusively in accordance with (i) the terms of the Notice; (ii) the Contract, or (iii) the instructions received from the Customer from time to time, either orally or in writing; and

b) Implement all appropriate technical and organisational measures necessary to ensure the safety and confidentiality of the personal data against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against all other unlawful forms of processing.

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, or registered letter).

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 Xact 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 LuxCSD's Governing Documents shall be deemed an integral part of this Contract.

12.7 LuxCSD reserves the right to amend these Terms and Conditions. LuxCSD shall notify the Customer in writing by mail of any such amendment and of the effective data thereof. Unless the Customer shall inform LuxCSD in writing to the contrary within ten business days following the date of receipt of LuxCSD's notice, the Customer shall be deemed to have accepted such amendments.

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