

## POWER OF ATTORNEY

### Attention:

Clearstream Banking, société anonyme ("CBL")

This power of attorney will become effective from *[insert date]* \_\_\_\_\_;

by *[insert the full legal name of the participant, which is granting the power of attorney]*

\_\_\_\_\_  
a company incorporated in *[insert jurisdiction]* \_\_\_\_\_ with  
company number *[insert number]* \_\_\_\_\_ and whose registered office is at *[insert address]*

Registered  
Address:

\_\_\_\_\_  
City: \_\_\_\_\_ Post code: \_\_\_\_\_ Country: \_\_\_\_\_

(the "**Company**").

1. The Company appoints LCH Limited, a company incorporated in England and Wales with company number 25932 and whose registered office is at 10 Paternoster Square, London EC4M 7LS, United Kingdom, as its attorney (the "**Attorney**") and in the name of the Company or otherwise, on behalf of the Company, and in respect of the following securities account(s) of the Company at the central securities depository operated by CBL (each, an "**Account**"):

*[insert account details]*

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

- a) to issue, approve, transmit, amend, change, cancel or complete, via the Attorney's own SWIFT address as notified to CBL by the Company (and which is at the date of this power of attorney LCHLGB2EVTX), the following type of instructions:
  - (i) securities settlement instructions, which are instructed via MT540, MT541, MT542, MT543 or MT530; and
  - (ii) cash settlement instructions, which are instructed via MT103, MT103+, MT200, MT201, MT202, MT203, MT210, MT192 or MT 292;
- b) to request and receive from CBL, via the Attorney's own SWIFT address as notified to CBL by the Company (and which is at the date of this power of attorney LCHLGB2E), reports in respect of any Account; and
- c) to issue, approve, transmit, amend, change, cancel or complete, via the Attorney's own Xact Web Portal access (Attorney's Xact Organisational Unit name LCH LIMITED London) as notified to CBL by the Company, the following type of instructions:
  - (iii) securities settlement instructions, which are "receive free of payment", "receive against payment", "deliver free of payment" or "deliver against payment" instructions; and

(iv) cash settlement instructions, which are “pre-advice of funds”, “withdrawal of funds”, “foreign exchange” or “customer transfer” instructions.

2. All communications from the Attorney, acting in its capacity as Attorney under this power of attorney, to CBL must comply with the format, modes of communication and procedures specified by CBL.
3. The Company agrees (a) that it is fully liable to CBL for any and all obligations created on its behalf as a result of, and (b) to ratify and confirm, (in each case) whatever the Attorney does or purports to do in the exercise of any power conferred by this power of attorney.
4. (a) Subject to clause 4(b) of this power of attorney, the Company agrees to indemnify the Attorney against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which it incurs in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).  
  
(b) The indemnity in clause 4(a) of this power of attorney shall not cover the Attorney if and to the extent a claim under it results from the negligence, wilful misconduct or fraud of the Attorney.  
  
(c) CBL shall not be held liable for any action taken or omitted in good faith reliance on instructions sent by the Attorney with respect to this power of attorney.
5. This power of attorney shall remain valid until written notice of revocation is received by CBL from the Company, where such revocation shall take effect on the date specified in such notice (the “Revocation Effective Date”). The Company shall provide written notice to the Attorney, prior to the Revocation Effective Date, of its proposed revocation of this power of attorney and the Revocation Effective Date. This power of attorney supersedes any other prior power of attorney granted by the Company to the Attorney in respect of the subject matter of this power of attorney.
6. This power of attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of the Grand Duchy of Luxembourg. The Company irrevocably agrees that the courts of Luxembourg shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by *[insert name of company]* \_\_\_\_\_ by  
its authorised signatory

On behalf of the Company,

Place: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____

The Attorney hereby certifies that it accepts this Power of Attorney and all obligations and responsibilities provided in this Power of Attorney.

On behalf of the Attorney,

Place: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____