LuxCSD – ISSUER's AGENT(S) AGREEMENT

Entered on ____ _____ among

1. _____whose registered office is located
    at_____ and acting as principal agent
    ("Agent").

2. **LuxCSD S.A.,** whose registered office is located at 42, Avenue J-F Kennedy, L-1855
    Luxembourg and registered with the trade and companies register of Luxembourg
    under number R.C.S. B154449 **("LuxCSD")**,

referred to separately as a **"Party"** and together as the **"Parties".**

Article 1
This Agreement (as defined below) sets forth the understanding of the Parties with respect
to the securities that the issuer has requested be made eligible for settlement with LuxCSD
and for which the Agent(s) has/ve been appointed by the issuer as agent towards LuxCSD
(the "**Securities**").

Article 2
1. In order to allow LuxCSD to accept the Securities as eligible for settlement with
    LuxCSD and to properly service the Securities for LuxCSD participants, the Agent
    hereby represents and warrants s to LuxCSD on a continuous basis (as long as the
    agreement is still effective between the Parties) that in all matters relating to the
    eligible Securities:

    (i)   it/they shall comply with the requirements set out in this Agreement and its
          schedule (referred to as the **"Operational Schedule"**), as amended from time to
          time (together the **"Agreement"**);

    (ii) to provide to LuxCSD identifiers of (each) issuer for which the Agent is acting,
          including, but not limited to, correct, up-to-date and valid LEIs;

    (iii) that the security documentation provided for the purpose of the assessment of
          the Securities eligibility and/or the creation of the Securities is valid, complete,
          true and up-to-date, to the extent such documentation is provided by the LPA.

Should the information, details and documentation related to the Securities and/or the
issuer(s) be modified, amended and/or updated, the Agent shall inform the LuxCSD of such
change, to the extent provided to the Agent.

LuxCSD shall be entitled to suspend or remove any Securities if the identifier of the issuer
(in particular the LEI) or the security documentation is not valid, true, complete and up-to-

date and to take the relevant available measures that it will deem appropriate with the competent regulatory, judicial or administrative authorities in this respect.

2.   In case the Agent is acting in its capacity as the principal agent for a relevant issue (**"LPA"**), the Parties agree that, before ceasing its functions towards both of the issuer and LuxCSD, the LPA shall ensure that (i) a new principal agent for such issue is appointed by the issuer and (ii) such new principal agent is accepted by LuxCSD

3.   The Parties shall implement adequate reconciliation procedures and information exchange measures in compliance with the Operational Schedule to enable LuxCSD to ensure the overall integrity of the issue.

The Agent shall have implemented a business continuity policy and associated disaster recovery plan to cover cases of business continuity emergency or major disruption having an impact on LuxCSD's operations and reconciliation measures. LuxCSD may temporarily suspend or remove the relevant impacted Securities if such disruption or emergency prevents LuxCSD to comply with its regulatory duties of reconciliation and protection of the integrity of the issue. Such suspension or removal will be maintained until the implementation by the Agent of business continuity and disaster recovery measures to ensure the continuity of the operations.

4.   All securities held and eligible in LuxCSD are represented in book-entry form and shall be deemed fungible. The issuer or the Agent shall accordingly arrange for any new securities to be represented in book-entry form on or before the intended settlement date, unless they have already been so recorded.

5.   For the avoidance of doubt, it is understood and agreed by the Parties that:

(i)   this Agreement does not create any agency relationship between the Parties;

(ii)   the acceptance of Securities as eligible for settlement in LuxCSD remains a discretionary decision of LuxCSD.

6.   The Agent hereby acknowledges and agrees that LuxCSD may make the admission of a security subject to any additional conditions considered as appropriate, such as, but not limited to, the performance of a legal assessment under the form of a legal opinion covering the law(s) applicable to the issuer and/or the securities, as the case may be, and/or the provisions of the issuer's audited accounts and/or the provision of a written confirmation of the tax status of a security or the issuer and/or any compliance verifications (including, inter alia, anti-money laundering and fight against terrorism (AML/FT) checks).

LuxCSD shall be entitled to refuse the access for recording the securities with LuxCSD based on its issuer's acceptance policy and a comprehensive risk assessment in accordance with the relevant rules and regulations applicable to LuxCSD.

7. To the extent permitted by the relevant applicable laws and regulations, LuxCSD shall remove a Security upon receipt of an express written request of the issuer or the Agent, as the case may be. LuxCSD shall determine the date and time as from which such removal of the Security shall be effective based on the information received from the issuer or the Agent, as the case may be. LuxCSD shall not be held liable for any consequences directly or indirectly related to such removal, including, without being limited to, the physical delivery of bearer securities.

Article 3

1. In the absence of gross negligence or wilful misconduct on its part, LuxCSD shall not be liable for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by LuxCSD in connection with this Agreement.

2. LuxCSD has no obligation to investigate with respect to and shall have no liability for the matters, which by law are the responsibility of the issuer or the Agent.

   In addition, LuxCSD shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond LuxCSD's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; any acts or omissions (or the bankruptcy or insolvency or the resolution or its creditworthiness) of the issuer and any entity acting for such issuer; the acts or omissions of (or the bankruptcy or insolvency of) any of LuxCSD's subcontractors; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by LuxCSD to carry out payment instructions; reversal order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation.

3. The Agent undertakes to comply with (i) all laws, decrees, regulations and governmental orders (including, but not limited to, any orders, writs, judgements, injunctions, decrees, stipulations, determinations or awards entered by any court, tribunal, government, governmental authority, regulatory, self-regulatory or administrative agency or governmental commission) applicable to the Agent, and (ii) any contract, agreement binding between LuxCSD and the Agent.

The relevant Agent shall indemnify LuxCSD against any loss, claim, damage, liability or expense incurred by LuxCSD (i) as a result of the failure of such Agent to fulfil the obligations set forth under this Agreement, or (ii) in connection with, any operation performed, or to be performed, at the instruction of such Agent by LuxCSD under this Agreement, save as caused by the LuxCSD's own gross negligence, wilful misconduct or fraud. For the avoidance of doubt, no Agent shall be liable towards,or indemnify LuxCSD for actions or omissions of another Agent.

Article 4

LuxCSD reserves the right to amend the schedules of this Agreement at any time. LuxCSD shall notify the Agent in writing by mail of any such amendment and of the effective date thereof. Unless the Agent (or one of them in case of several Agents) shall inform LuxCSD in writing to the contrary within ten business days following the date of sending of LuxCSD's notice, the Agent shall be deemed to have accepted such amendments. Any communication in writing by LuxCSD shall be deemed to have been received ten business days after it has been mailed to the then current mailing address on file at LuxCSD for the Agent. A business day is a day when LuxCSD is open for business.

Article 5

1.   Either Party may terminate this Agreement upon not less than one month's prior written notice. The terminating Party shall have no obligation to disclose its reasons for such termination.

2.   Notwithstanding the foregoing, LuxCSD reserves the right to terminate or suspend this Agreement with immediate effect, and without prior notice, if in LuxCSD's opinion the Agent (or one of them in case of several Agents) is in material breach of any obligation incumbent upon it under this Agreement. This also applies if circumstances arise which LuxCSD reasonably believes would materially affect the Agent's (or one of them in case of several Agents) ability to fulfil the obligations incumbent upon it under this Agreement.

Article 6

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to both Parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will modify this Agreement so as to affect their original intent as closely as possible, in an acceptable manner to the end that the relationship contemplated hereby is fulfilled to the greatest extent possible.

Article 7

Except as required by mandatory provisions of applicable law or regulations, or pursuant to an order of any court or other governmental agency or body of competent jurisdiction, or pursuant to any request from any central bank, other monetary authority or regulatory authority, the Agent shall not use, except in connection with the performance of its obligations and duties hereunder, and shall not disclose to any third party (except to an agent, representative, professional adviser or contractor in connection with this Agreement) any information confided by LuxCSD in accordance with this Agreement, without the prior written consent of LuxCSD.

Article 8
1. Relationship of the parties

During the term of this Agreement, in the context of performing the Services that are the subject of this Agreement, either party may be processing the personal data exchanged under this Agreement.

The parties acknowledge that, in relation to the processing of such personal data, each party will be free to determine the lawful purpose and the means of such processing.

Each Party acts as separate data controller under the Applicable Data Protection Law[1].

In no event will this Agreement lead to a situation where the parties can be considered joint controllers.

2. Compliance with law

Each party shall comply with the Applicable Data Protection Law.

In case the LPA would be established in a Third Country, a territory or specified sector within a Third Country that according to the European Commission would not offer an adequate level of data protection, the LPA shall sign the Standard contractual clauses as safeguards for the transfer of personal data from the European Community to third countries.

Article 9

This Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. Matters not expressly provided for in this Agreement are governed by the applicable provisions of Luxembourg law. The Parties will submit to the non-exclusive jurisdiction of the competent Luxembourg courts for any litigation which may arise.

Article 10

This Agreement may be executed by electronic signature and the Parties agree that the execution by electronic signature shall be as valid and as conclusive of their intention to be bound by this Agreement as if this Agreement was signed by the Parties' manuscript signatures.

Each Party hereby expressly acknowledges and agrees that the execution of this Agreement by their authorised representative via the abovementioned electronic process is made in full knowledge of the technology implemented, any related terms of use and in compliance with the applicable electronic signature laws and regulations, and accordingly, to the extent permitted by law, hereby irrevocably and unconditionally waives any right such Party may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of its intention to enter into this Agreement.

Done in as many originals as there are parties

Signed on_____

For and on behalf of _____ acting as Agent

_____
Authorised Signature

Name:

Title:

_____
Authorised Signature

Name:

Title:

For and on behalf of LuxCSD S.A.

_____
Authorised Signature

Name:

Title:

_____
Authorised Signature

Name:

Title:

SCHEDULE 1

LUXCSD OPERATIONAL ARRANGEMENTS FOR ISSUERS & AGENTS

SCHEDULE 2
FEE SCHEDULE