Appendix 3

To the Proxy Voting Services Subscription Form

POWER OF ATTORNEY

Attention:

Clearstream Europe AG ("CEU")

Institutional Shareholder Europe S.A. ("ISS")

This Power of Attorney will become effective from [*insert date*]_____.

[*Insert name of company*], _____ (the "Company") whose registered office is located at [*insert address*]:

Registered address : _____

_____

City: _____ Post code: _____Country: _____

hereby appoints:

[*Insert name of company*], _____, as its attorney (the "Attorney") whose registered office is located at:

Registered address : _____

_____

City: _____ Post code _____Country: _____

with Swift BIC address : _____

as its attorney for the following accounts numbers of the Company at CEU. Please insert account numbers in the Annex.

☐ all existing CASCADE main accounts (including the eligible CASCADE sub accounts) and all existing Creation accounts of the Company at CEU at the date hereof.

☐ the following CASCADE main account numbers at the date hereof (if applicable, please indicate the relevant eligible CASCADE sub-account numbers for the respective CASCADE main accounts) as listed in the Annex to this Appendix 3 (please complete the Annex accordingly)

Initials - Company & Attorney

☐ all existing 6-series (Creation) account nunbers of the Company at CEU at the date hereof.

☐ the following 6-series (Creation) account numbers at the date hereof as listed in the Annex to this Appendix 3 (please complete the Annex accordingly).

(for the use of this power of attorney, hereinafter referred to as the "**Accounts**") to:

use, in the name and on behalf of the Company, the Proxy Voting Services for the Accounts and in particular:

1. to vote, in the name and on behalf of the Company, by proxy or attendance at general and extraordinary shareholders meetings in relation to the securities held on the Accounts;

2. to transmit and to receive, in the name and on behalf of the Company, via ISS ProxyExchange™ Web Application and/or, if applicable and requested, the Attorney's own Swift address as notified therein, any voting, instructions and/or information relating to these shareholders meetings;

3. to request and receive, in the name and on behalf of the Company, via ISS ProxyExchange™ Web Application and/or, if applicable and requested, the Attorney's own Swift address as notified therein or, reports relating to these shareholders meetings.

Contact details

With regards to Proxy Voting Services, please indicate the main contact person at the Attorney:

Name: _____

Department: _____

Address: _____

_____

City: _____ Post code: _____ Country: _____

Telephone 1: _____ Fax: _____

Telephone 2: _____

Email: _____

Initials - Company & Attorney

Please indicate the secondary contact person at the Attorney:

Name: _____

Department: _____

Address: _____

_____

City: _____ Post code: _____ Country: _____

Telephone 1: _____ Fax: _____

Telephone 2: _____

Email: _____

Means of communication to be used in case of unavailability of ISS ProxyExchange™ Web Application and communications via Swift

For contingency purpose (as defined in the Terms and Conditions as set out in Appendix 2), please indicate the preferred means of communication and associated details to be used to contact the Attorney: (the most preferred (1) to the least (4)):

☐ **Email** at the following address: _____

☐ **Telephone** at the following number: _____

☐ **Fax** at the following number: _____

☐ **Letter** at the following name and address:

Contingency contact name:

Address:

_____

Initials - Company & Attorney

All communication given by the Attorney to ISS or, as the case may be, to CEU shall comply with the format, modes of communication and procedures as specified by ISS or CEU.

The Company hereby agrees that it shall be fully liable to CEU for any and all obligations created on its behalf pursuant to the authority or purported authority of this proxy and undertakes to ratify whatever the Attorney causes to be done under the authority or purported authority of this proxy.

Each of the Company and the Attorney hereby agree that CEU shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Company or the Attorney.

The Company and the Attorney hereby agree to hold harmless and not make any claim against CEU or ISS for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Attorney of all or any part of information related to the Account.

The Company and the Attorney hereby agree that this power of attorney may not be amended by neither the Company, neither the Attorney. Any modification of the Attorney name, registered address, Swift address or contact details shall be submitted to CEU through a new power of attorney, duly signed the Company and the Attorney.

This power of attorney shall remain valid until notice of termination is received by CEU by registered letter. Any such termination shall take effect on the second business day in Frankfurt am Main, Germany after receipt of the notice by CEU or such other later date specified in the notice accordingly.

This power of attorney is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.

For and on behalf of the Company,

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

Initials - Company & Attorney

The Attorney hereby certifies that it accepts this power of attorney and all obligations and responsibilities provided in this power of attorney. The Attorney also certifies that it has received the Special Terms and Conditions for the Proxy Voting Services of Clearstream Europe AG (the "Terms and Conditions") and agrees to be bound by these Terms and Conditions.

For and on behalf of the Attorney,

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

Initials - Company & Attorney

List of account numbers

I. CASCADE main account numbers (if applicable, please indicate the relevant eligible CASCADE sub-account numbers for the respective CASCADE main account) [1]

_____/_____ _____/_____ _____/_____

_____/_____ _____/_____ _____/_____

_____/_____ _____/_____ _____/_____

_____/_____ _____/_____ _____/_____

_____/_____ _____/_____ _____/_____

_____/_____ _____/_____ _____/_____

II. 6-series (Creation) accounts

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

[1] These CASCADE sub-account types are eligible:

sub-account type "client account"	for example, XXXX 001
sub-account to report not sold, repurchased or/and no longer sold securities	for example, XXXX 410
sub-account for settlement of cross border SE trades	for example, XXXX 492
sub-account for automated securities lending	for example, XXXX 510
sub-account for the separation of qualified minority holdings	for example, XXXX 650
sub-accounts to take account of U.S. withholding tax provisions	for example, XXXX 802-812
sub-accounts for partial exemption from French withholding tax	for example, XXXX 828-835
sub-account for pending transactions in relation to voluntary corporate action events	for example, XXXX 850
sub-account for settlement - of CASCADE foreign currency trades	
- of security sales against payment via RTS	for example, XXXX 995

Initials - Company & Attorney