LuxCSD – ISSUER's AGENT AGREEMENT

Entered on _____201__   among

1. (insert name)_____whose registered
    office is located at_____(the "**Agent**") and

2. **LuxCSD**, *société anonyme*, whose registered office is located at 42, Avenue J F Kennedy, L-1855 Luxembourg and registered with the Luxembourg trade and companies register under number R.C.S. Luxembourg 15449 ("**LuxCSD**"),

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

Article 1
This Agreement 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 has been appointed by the issuer as its principal agent towards LuxCSD (the "**Securities**").

Article 2
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 to LuxCSD that in all matters relating to the Securities it shall comply with the requirements for the Securities set out in this agreement and its schedules, as amended from time to time (together the "**Agreement**"). For the avoidance of doubt the acceptance of Securities as eligible for settlement in LuxCSD remains a discretionary decision of LuxCSD.

Article 3
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. 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; acts or omissions of issuers and any entity acting for such issuers; 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.

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 Agent

shall indemnify LuxCSD against any loss, claim, damage, liability or expense incurred by LuxCSD (i) as a result of the failure of the 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 the Agent by LuxCSD under this Agreement.

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 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

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. 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 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 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 effect 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

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 be 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.

Done in two originals.

For and on behalf of the Agent

_____ _____
Authorised Signature   Authorised Signature

Name: Name:
Title: Title:

For and on behalf of LuxCSD

_____ _____
Authorised Signature   Authorised Signature

Name: Name:
Title: Title:

SCHEDULE 1
OPERATIONAL ARRANGEMENT FOR ISSUERS&AGENTS