

# CreationOnline and Xact File Transfer via Internet

## **Application Form** **Clearstream Banking SA, Luxembourg**

**Standard Organisational Unit**  
**Read-Only Organisational Unit**

Please tick one box only

## Customer details

**Company name**

**Registered Address**

**City**

**Postcode**

**Country**

**Telephone**

**Fax**

**Email**

**SWIFT**

**Main Clearstream Banking  
Luxembourg account number <sup>a</sup>**

**Accounts to be linked to main  
account number <sup>a</sup>**

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a. To be completed by existing account holders only.

Between

**Clearstream Banking SA**

42 Avenue JF Kennedy  
L-1855 Luxembourg  
RCS Luxembourg B 9248

Hereinafter referred to as **Clearstream Banking;**

**and**

whereby the customer subscribes to Clearstream Banking's connectivity services in part or in full by completing this application form and the respective sections for the attached subscription forms for the individual service(s) that the customer wants to utilise.

**Authorised signatures**

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

**For and on behalf of:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Date and signature:**

**Date and signature:**

**Please complete Appendices 1 & 2 and return with this completed application form by mail to the following address:**

**Clearstream Banking S.A.**  
Account Administration Luxembourg  
L-2967 Luxembourg

# Appendix 1. Contact information

## Business contact person

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_

## Technical contact person

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_

## Initial Administrators to be set up in CreationOnline (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.

## Appendix 2. Business services

### Standard Organisational Unit

Please specify the business services to be made available through CreationOnline:

<b>Securities</b>	Query
	Input
<b>Cash</b>	Query
	Input
<b>Custody</b>	Query
	Input
<b>Tax</b>	Declaration Upload
<b>Vestima</b>	Investment Funds Order Routing Service <sup>a</sup>
	Information from the completed Vestima Service Application Form:
	Company name: _____
	Date signed: _____
	Vestima ID: <sup>b</sup> _____
<b>Xact File Transfer via Internet<sup>c</sup></b>	Reporting
	Input

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The following services are available by default, depending on your user profile, but may be disabled by the local administrator:

- Query on Audit
- Query on Alerts
- Query on Tax
- Message Exchange
- CreationDirect via Internet (Xact File Transfer) Management
- Triparty Collateral
- Query on Reference Data
- Report Scheduling (CreationOnline, SWIFT and Xact File Transfer)

Please tick this checkbox to acknowledge that you meet the minimum technical requirements as stated in the [CreationOnline Technical Requirements and Installation](#) document:

- 
- a. A Vestima Service Application Form must be completed; please contact your Relationship Officer for details.
  - b. The Vestima ID is assigned by Clearstream Banking Luxembourg.
  - c. If both options are ticked, only one filestore will be created with Reporting and Input functionalities.

## Read-Only Organisational Unit (with additional PoA documentation, if applicable)

Please specify the business services to be made available through CreationOnline:

<b>Securities Instructions</b>	Query - includes Securities Balances and Instructions (excludes input of instructions)
<b>Securities Reporting</b>	HTML reporting: MT535 Statement of Holdings and MT536 Statement of Transactions
<b>Cash Instructions</b>	Query - includes Cash Balances and Instructions (excludes input of instructions)
<b>Cash Reporting</b>	HTML reporting: MT950 Cash Balances and MT950 Money Statement
<b>Custody</b>	Query - includes CA Notifications, CA Instructions, CA Income Confirmations and IPAR (excludes input of instructions)
<b>Reference Data</b>	Query
<b>Tax</b>	Query
<b>Message Exchange</b>	Query
<b>Triparty Collateral</b>	Query - includes Instructions (excludes input of instructions)
<b>Xact File Transfer via Internet</b>	Reporting

PoA reference:

*(Insert company name and date PoA signed)*

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Please tick this checkbox to acknowledge that you meet the minimum technical requirements as stated in the [CreationOnline Technical Requirements and Installation](#) document:

## Appendix 3. Connectivity Agreement

### Terms and conditions

#### 1. Definitions

- 1.1 The term "Certificate(s)" shall mean a certificate that specifies the name of an individual or an entity and certifies that a public key, which is included in the certificate, belongs to that entity. 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 "Clearstream Banking" shall mean and refer to the duly licensed bank called Clearstream Banking organised as a société anonyme and incorporated under the laws of the Grand Duchy of Luxembourg.
- 1.3 The term "Clearstream Banking's Source" shall mean such third party licensors and owners of the Software and/or its components.
- 1.4 The term "Connectivity Services" shall mean the Clearstream Banking connectivity products to which the customer has subscribed.
- 1.5 The term "Contract" shall mean and refer to this Connectivity Agreement together with the Schedules and any other addenda attached hereto.
- 1.6 The term "Confidential Information" shall mean the Software and related manuals, documentation and other materials, as well as all amendments, updates and new releases thereof supplied by Clearstream Banking and Clearstream Banking's Source.
- 1.7 The term "Documentation" shall mean and refer to all documentation provided under this Contract, the Schedules, the Installation Notes, the User Manual and any other documentation provided with the service to which the customer has subscribed and to which this Contract applies.
- 1.8 The term "Effective Date" shall mean and refer to the date of subscription to the specific service.
- 1.9 The term "General Terms and Conditions" shall mean and refer to the General Terms and Conditions of Clearstream Banking.
- 1.10 The term "Installation Country" shall mean and refer to the country of the Customer's computer installation.
- 1.11 The term "Schedule" shall mean and refer to the Schedules hereto, executed by Clearstream Banking and the Customer and attached to and expressly made a part of this Contract.
- 1.12 The term "Smart Card(s)" shall mean and refer to a secure cryptographic token used to perform cryptographic operations and to protect user credentials.
- 1.13 The term "Software" shall mean and refer to the computer software products specified in any Schedule, manuals, documentation or other materials supplied therewith.
- 1.14 The term "Use" of Software shall mean to load, utilise, store or display the Software.

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

2.3 Clearstream Banking shall provide the Customer with the Documentation, including without limitation technical specifications, user manuals, operating 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. Grant and use of third party Software**

If the Customer wishes to use third party Software provided by Clearstream Banking in relation to the Connectivity Services provided under this Contract, then additional terms and conditions can be set out by the publisher/proprietor of the third party Software. The Customer hereby expressly acknowledges its acceptance of such additional terms and conditions.

### **4. Certificates and Smart Cards**

4.1 For the purpose of using the selected Connectivity Services, the Customer will use a suite of security products (for example, passwords, Smart Card(s) etc.) depending on the type of service selected.

4.2 The Customer shall exercise due care in safeguarding its Smart Cards or Certificates as well as in keeping confidential its PIN Code(s). Clearstream Banking shall not be responsible in the event of loss, theft, fraudulent or unauthorised use or for the performance of the Customer's Smart Card(s) and/or its PIN Code(s) or its Certificate(s).

4.3 The Customer undertakes to comply with any applicable restrictions on use, export, re-export and import of cryptography as well as to pay any applicable patent royalties.

### **5. Security**

5.1 The Customer will receive a suite of security programs designed to prevent unauthorised use of the Software.

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

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

5.4 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 Clearstream Banking in relation to the security of the system being null and void.

### **6. Fees**

The Clearstream Banking General Terms and Conditions, under which the relationship with the Customer is formed, the associated Fee Schedule and any other related documentation apply to this Contract. Applicable taxes, customs duties and other charges imposed by authorities for the items supplied or the services provided under this Contract are at the Customer's expense.

### **7. Training and support**

Clearstream Banking shall provide appropriate product use training and support on a best efforts basis and in accordance with the terms of the Connectivity Services to which the Customer has subscribed under this Contract.

### **8. Customer's liabilities and obligations**

8.1 The Connectivity Services provided under this Contract have been developed to operate in a technical configuration as specified in the Documentation. 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.



- 8.2 The Customer is responsible for installing the Software including upgrades to the Software according to the installation instructions described in the Documentation.
- 8.3 The Customer is responsible for the acquisition, installation, correct use, operation and maintenance of the technical configuration described in the Documentation.
- 8.4 The Customer shall not assign, sub-licence, extend or otherwise transfer in whole or in part the Software or this Contract without Clearstream Banking's prior written consent.
- 8.5 The Customer shall take all reasonable steps to guarantee the confidentiality and security of the Software and, more specifically, the Customer shall not:
- modify the Software in any way, without the prior written consent of Clearstream Banking;
  - decompile, disassemble or otherwise reverse engineer or attempt to reconstruct the Software or discover any source code or underlying ideas or algorithms by any means;
  - incorporate or merge the Software into or with other software for the purpose of creating a derivative work, without the prior written consent of Clearstream Banking;
  - remove any product identification, copyright or other notices;
  - provide, lease, lend, use for time-sharing or service bureau purposes or use for the benefit of third parties;
  - sell or distribute the Software without the prior written consent of Clearstream Banking;
  - allow the copying by its employees or any other person other than as defined in this Contract.
- 8.6 The Customer may only copy the Software for the Customer's own internal contingency purposes.
- 8.7 The Customer must take all reasonable security measures to ensure that access to the Connectivity Services is solely granted to persons properly authorised within its own entity. Clearstream Banking shall not be liable for the consequences of unauthorised access in any event.
- 8.8 The Customer shall, prior to installation of the Software and at all times during the term of this Contract, comply with the requirements or restrictions that may be applicable to the Software under the export controls of the United States of America, Canada, Australia or any other country of origin of the Software and the Installation Country. The Customer shall not re-export or divert the Software or any related technical information, document or material, or direct product thereof to any location outside of the Installation Country.

## **9. Clearstream Banking's liabilities and obligations**

- 9.1 Clearstream Banking warrants for the sole benefit of the Customer that if properly installed and used in accordance with the Documentation the Connectivity Services provided under this Contract comply with the specifications provided by Clearstream Banking in the Documentation.
- 9.2 Clearstream Banking undertakes to resolve, on a best efforts basis, any defects in the Connectivity Services identified by the Customer.
- 9.3 Clearstream Banking manages access to the Connectivity Services and, on a best efforts basis, provides continuous and error-free operating of the Connectivity Services.
- 9.4 Clearstream Banking warrants to the Customer that it shall use commercially reasonable efforts to ensure that the Software and any new releases thereto are free from any computer "virus" or any other malicious program code.
- 9.5 Clearstream Banking warrants to the Customer that the Software does not include any known machine readable code or functionality that is not made known to the Customer and that is designed or could be harmful to or detrimentally affect in whole or in part the Customer's computer systems or business operations. This shall include, without limitation, any functionality that potentially or actually undermines or circumvents any security provisions of the Software.
- 9.6 Components of the Connectivity Services are provided by third parties. Although Clearstream Banking has tested the third party components and warrants that such components meet the purpose for which Clearstream Banking has tested them, Clearstream Banking 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 Clearstream Banking.
- 9.7 In all other respects, Clearstream Banking's liability for the provision of these Connectivity Services shall be as set out in the General Terms and Conditions.

## **10. Term and Termination**

- 10.1 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 Clearstream Banking or the Customer upon ninety (90) calendar days' written notice. Such notice can be served at any time.
- 10.2 In addition, Clearstream Banking 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 Clearstream Banking's opinion, the Customer is in material breach of any obligation incumbent upon it under the General Terms and Conditions or any other agreement between Clearstream Banking and the Customer. This also applies if circumstances arise that Clearstream Banking 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 Clearstream Banking and the Customer or the Customer ceases to be a Customer of Clearstream Banking.
- 10.3 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.
- 10.4 Upon termination of this Contract for any reason, the Customer shall promptly return any and all Software and any associated materials and Confidential Information to Clearstream Banking and shall warrant in writing to Clearstream Banking that all copies or translations thereof have been returned to Clearstream Banking or destroyed.

## **11. Confidentiality**

- 11.1 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, Clearstream Banking's know-how, trade secrets, business transactions of which the Customer has been informed as a result of the execution of this Contract nor make use of such information for any purpose whatsoever except for the purpose of carrying out its duties under this Contract.
- 11.2 Clearstream Banking shall mutatis mutandis handle similar information it may receive from the Customer during the term of this Contract with the same care as described above.
- 11.3 The Customer shall take all reasonable steps to ensure that all Clearstream Banking's Confidential Information and data are protected from disclosure to third parties.
- 11.4 The provisions of this Article 11 shall survive the expiration or termination of this Contract.

## **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, tested telex or letter). Any such notice shall be deemed to be duly given or made at the time the authenticated communication message is received.

- 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 Connectivity 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 Clearstream Banking's Governing Documents shall be deemed an integral part of this Contract.

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