

# CreationOnline and CreationDirect via Internet

## **Application Form LuxCSD SA**

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

Please tick one box only

**Customer details**

<b>Company name</b>	
<b>Registered Address</b>	
<b>City</b>	
<b>Postcode</b>	
<b>Country</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Email</b>	
<b>SWIFT</b>	
<b>Main LuxCSD account number <sup>a</sup></b>	
<b>Accounts to be linked to main account number <sup>a</sup></b>	

a. To be completed by existing account holders only. For new customers, LuxCSD will provide CreationOnline access for the new account being opened.

Between

**LuxCSD S.A.**

43 Avenue Monterey  
L-2163 Luxembourg  
RCS Luxembourg B 154 449

Hereinafter referred to as **LuxCSD**;

**and**

whereby the customer subscribes to LuxCSD's connectivity services, hereinafter referred to as CreationConnect, 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 CreationConnect 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:**

**LuxCSD SA**  
NCSC Account Administration  
L-2967 Luxembourg

# Appendix 1. Contact information

## Business contact person

Name	
Title	
Email	

## Technical contact person

Name	
Title	
Email	

## System security contact person

Name	
Title	
Address	
City	
Postcode	
Country	
Email	

## System security contact person (2)

Name	
Title	
Address	
City	
Postcode	
Country	
Email	

## 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> _____

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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 Management  
CreationDirect via Internet <sup>c</sup>  
Triparty Collateral  
Query on Reference Data  
Report Scheduling (CreationOnline, SWIFT and CreationDirect)

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 LuxCSD.  
c. A filestore is allocated automatically for reporting purposes by default; input functionality must be requested in all cases.

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

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)

CreationDirect via Internet is automatically allocated for reporting purposes by default; input functionality is not permitted with the POA for Read-Only Access.

PoA reference:

*(Insert company name and date PoA signed)*

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

## Appendix 3. CreationConnect 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 "Connectivity Services" shall mean the connectivity products offered by LuxCSD known collectively as CreationConnect, to which the customer has subscribed.
- 1.3 The term "Contract" shall mean and refer to this Connectivity Agreement together with the Schedules and any other addenda attached hereto.
- 1.4 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 LuxCSD and LuxCSD's Source.
- 1.5 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.
- 1.6 The term "Effective Date" shall mean and refer to the date of subscription to the specific service.
- 1.7 The term "General Terms and Conditions" shall mean and refer to the General Terms and Conditions of LuxCSD.
- 1.8 The term "Installation Country" shall mean and refer to the country of the Customer's computer installation.
- 1.9 The term "LuxCSD" shall mean and refer to the duly licensed institution called LuxCSD organised as a société anonyme and incorporated under the laws of the Grand Duchy of Luxembourg.
- 1.10 The term "LuxCSD's Source" shall mean such third party licensors and owners of the Software and/or its components.
- 1.11 The term "Schedule" shall mean and refer to the Schedules hereto, executed by LuxCSD 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 LuxCSD.
- 2.2 LuxCSD 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 LuxCSD in accordance with the General Terms and Conditions. The Customer hereby expressly acknowledges receipt and acceptance of the General Terms and Conditions.

- 2.3 LuxCSD 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 LuxCSD in relation to the Connectivity Services provided under this Contract, then the additional conditions set out in Schedule 1 hereto shall apply. The Customer hereby expressly acknowledges receipt and acceptance of the conditions set out in Schedule 1 hereto.

### **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). LuxCSD 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 LuxCSD 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 LuxCSD in relation to the security of the system being null and void.

### **6. Fees**

The LuxCSD 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**

LuxCSD 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 LuxCSD'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 LuxCSD;
  - 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 LuxCSD;
  - 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 LuxCSD;
  - 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. LuxCSD 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. LuxCSD's liabilities and obligations**

- 9.1 LuxCSD 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 LuxCSD in the Documentation.
- 9.2 LuxCSD undertakes to resolve, on a best efforts basis, any defects in the Connectivity Services identified by the Customer.
- 9.3 LuxCSD manages access to the Connectivity Services and, on a best efforts basis, provides continuous and error-free operating of the Connectivity Services.
- 9.4 LuxCSD 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 LuxCSD 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 LuxCSD has tested the third party components and warrants that such components meet the purpose for which LuxCSD has tested them, LuxCSD 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 LuxCSD.
- 9.7 In all other respects, LuxCSD'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 LuxCSD or the Customer upon ninety (90) calendar days' written notice. Such notice can be served at any time.
- 10.2 In addition, LuxCSD 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 LuxCSD'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 LuxCSD and the Customer. This also applies if circumstances arise that LuxCSD 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 LuxCSD and the Customer or the Customer ceases to be a Customer of LuxCSD.
- 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 LuxCSD and shall warrant in writing to LuxCSD that all copies or translations thereof have been returned to LuxCSD 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, LuxCSD'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 LuxCSD 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 LuxCSD'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 The Schedule hereto and LuxCSD's Governing Documents shall be deemed an integral part of this Contract.
- 12.7 LuxCSD has outsourced the provision of the Connectivity Services to Clearstream Banking S.A. Therefore, the communications in relation to the Connectivity Services are handled by Clearstream Banking S.A. on behalf of LuxCSD in accordance with LuxCSD Governing Documents.

## Schedule 1 - Terms and Conditions for use of third party Software

### 1. Grant and use of third party Software

- 1.1 Pursuant to a contract between LuxCSD and LuxCSD's Source granting LuxCSD the right to use the Software and to install the Software at the locations of its own customers, LuxCSD hereby grants to the Customer a personal, non-transferable and non-exclusive right to use the Software, subject to the provisions of Schedule Articles 1.3, 1.4 and 1.5 hereto.
- 1.2 The Customer may use the Software only for its own internal operations and for the sole purpose of connecting to LuxCSD in strict accordance with the terms of this Schedule. The Customer is specifically prohibited from:
- installing the Software on any computer that is operated by a separate legal entity, whether or not owned in full or part by the Customer; or
  - permitting any third party<sup>1</sup> to use the Software; or
  - using the Software to process data for any third party or in the operation of a service bureau, with or without compensation; or
  - using the Software to provide, with or without compensation, time sharing, remote job entry or other services to any third party; or
  - using the Software to communicate directly with LuxCSD's other customers.

In the event that the Customer wishes to use the Software beyond the scope contemplated by this Schedule Article 1.2, it may propose the extension of the scope of use to LuxCSD. However, the Customer acknowledges that LuxCSD shall be under no obligation whatsoever to amend this Contract or grant the Customer any extended use of the Software.

- 1.3 The Customer may transfer the Software to a different computer installation only with the prior written approval of LuxCSD. The approval may be conditional upon payment of revised charges as determined by LuxCSD. Upon implementing any such authorised transfer, the Customer shall immediately execute and deliver to LuxCSD a written certificate verifying that all copies of the Software that were installed at the original computer installation have been destroyed or transferred to the new computer installation.
- 1.4 The Customer shall be entitled to make one (1) back-up copy of the Software for installation on one (1) back-up computer installation for use only in the event of a failure or the inoperability of the primary computer installation.
- 1.5 Upon payment of a fee to LuxCSD the Customer shall be entitled to make one (1) additional copy of the Software for installation on an additional computer installation, which the Customer may use simultaneously with the Software installed on the primary computer installation. The use of the Software on an additional computer installation is subject to service usage fees as stated in the current LuxCSD Fee Schedule.
- 1.6 The Customer shall, at all times during the term of this agreement, 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.

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1. For the purpose of this Schedule Article 1.2, the term "third party" shall include, without limitation, subsidiaries and/or affiliates of the Customer.

- 1.7 LuxCSD, or its employees, may, if LuxCSD has reason to believe that the terms and conditions of this Contract have been infringed, upon prior written notice, inspect the Customer's computer installations to verify the Customer's compliance with the terms and conditions of this Contract. LuxCSD shall at such occasion protect the confidentiality of the Customer's information and abide by the Customer's reasonable security regulations while on the Customer's premises.

## **2. Maintenance and Support**

Payment of the fees, as set forth in the LuxCSD Fee Schedule, shall entitle the Customer to maintenance and support services in respect of the Software for the ensuing month to the extent that maintenance and support is generally made available by LuxCSD. Maintenance and support for the Software shall automatically cease upon termination of this Contract for any reason and upon such termination, the Customer shall pay to LuxCSD all outstanding fees commissions and charges accrued hereunder with respect to the Software up to and until the effective date of termination and any other charges that LuxCSD may reasonably incur in relation hereto.

## **3. Title and Confidentiality**

- 3.1 All copyright, title and intellectual property protection rights in and to the Software are and shall remain the proprietary right of LuxCSD's Source or the companies that may have developed or otherwise acquired the Software who have granted to LuxCSD's Source the right to market, install, maintain and support the Software. The Customer has to respect the confidentiality of this information. Items will not be considered confidential if:
- already published or available to the public other than by a breach of this Contract;
  - rightfully received from a third party not in breach of any obligation or confidentiality;
  - independently developed by personnel or agents of any party without access to the confidential information of the other;
  - produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party an opportunity to object to and/or attempt to limit such production.
- 3.2 The Customer acknowledges that the Confidential Information contains proprietary, confidential and trade secret information developed or acquired by LuxCSD or LuxCSD's Source. The latter parties retain all trade secret rights thereto.
- 3.3 The Customer shall use the Software strictly in accordance with Schedule Article 1 above. The Customer shall disclose the Confidential Information only to its employees as and to the extent that such disclosure is required for the authorised use of the Software (as defined in Schedule Article 1 above). The Customer shall take adequate safeguards to maintain the confidentiality of the Software or Confidential Information by or to any other corporation, individual, firm or organisation, including, but not limited to, such specific safeguards as LuxCSD may request from time to time.
- 3.4 The Customer shall not copy, translate, decompile, disassemble, reverse engineer or otherwise reproduce or modify, add to or otherwise change the Software or reverse assemble, compile or otherwise develop software that incorporates or otherwise uses elements of the Software or Confidential Information.
- 3.5 The Customer shall not assign, licence, rent, lease, pledge or otherwise transfer or encumber, voluntarily or involuntarily, the rights granted to the Customer thereunder in or to the Software or the Confidential Information. Any such prohibited transfer or encumbrance shall be null and void.
- 3.6 The provisions of this Schedule Article 3 shall survive the expiration or termination of this Contract.

#### **4. Warranty**

The Customer acknowledges that the Software has been provided to LuxCSD by LuxCSD's Source pursuant to a contract permitting LuxCSD to install the Software at the locations of its customers and that LuxCSD will take appropriate steps to defend customers from claims of infringement of third party IPR (Intellectual Property Rights) to the extent provided in the contract with LuxCSD's Source.

LuxCSD makes no warranties whatsoever with respect to the Software. However, if the Customer suffers any loss or liability as a result of any failure with respect to the Software, LuxCSD shall take such steps as it shall reasonably deem appropriate in the circumstances in order to effect recovery and on the basis of the warranties made to LuxCSD by LuxCSD's Source and specified in the contract between LuxCSD and LuxCSD's Source.

#### **5. Liability of LuxCSD**

Notwithstanding anything contained herein to the contrary, in no event shall LuxCSD or LuxCSD's Sources be liable for any loss, damages or claims resulting or relating to or arising out of this Contract unless caused by LuxCSD's gross negligence or wilful misconduct. In the event of such loss, damages or claims resulting from gross negligence or wilful misconduct, LuxCSD's liability therefore shall not exceed the amount of the fees invoiced to LuxCSD and paid by the Customer to LuxCSD pursuant to this Schedule for the period during which the loss, damages or claims were incurred. In no event shall LuxCSD be liable for any lost profits, lost savings, incidental, indirect, consequential, special or punitive damages even if it has been advised of the possibility of such damages.