

## POWER OF ATTORNEY

### Corporate Actions in Foreign currencies

#### Foreign currency Cash Account (FCA) – Dedicated Transfer Account (DTA)

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The company .....,  
with BIC11 .....,  
having its statutory office at .....,  
hereby represented by .....,  
Participant in the Securities Settlement System operated by the National Bank of Belgium (“the NBB-SSS”) and acting as Foreign currency Paying Agent,  
hereafter “the Participant”,

The National Bank of Belgium incorporated under the laws of Belgium with BIC11 NBBEBEBB216,  
having its statutory office at Boulevard de Berlaimont 14, BE-1000 Brussels, operator of the securities settlement system called “NBB-SSS” and executing party on behalf of the Participant,  
hereby represented by .....,  
hereafter “the NBB”,

### WHEREAS

When, in accordance with the Terms and Conditions governing the participation in the NBB-SSS (the “NBB-SSS Terms and Conditions”), the NBB-SSS provides the Foreign currency financial service for the settlement of Corporate actions in Foreign currencies, the NBB shall support the settlement of the cash leg in Foreign currencies (as defined in Article 2 of the NBB-SSS Terms and Conditions) for the concerned securities denominated in Foreign currencies registered in the NBB-SSS;

According to Article 5.1.2.2.1 of the NBB-SSS Terms and Conditions, Corporate Actions shall be settled through the Foreign currency Cash Account (the “FCA”) and through the Dedicated Transfer Account (the “DTA”) opened by the Participant with the Foreign currency Cash Account Provider of its choice.

According to Article 4.3.3. of the NBB-SSS Terms and Conditions, the NBB could, in exceptional circumstances, at the request of the Participant, allow the settlement of Corporate Actions in Foreign currencies without a DTA. In such case, Corporate Actions shall be settled via the FCA designated by the Participant. Participants acting as Paying Agent shall entitle the NBB with the power to instruct

debits in any of the designated FCA and in any of the designated DTA in accordance with the NBB-SSS Terms and Conditions and the procedure set out in Annex 27.

**IN CONSIDERATION THEREOF:**

1. For the settlement of Corporate Actions, the Participant acting as Paying Agent (the Foreign currency Paying Agent) authorises the NBB which accepts, to instruct on its behalf the Foreign currency Cash Account Provider to debit any of the designated FCA.

The Foreign currency Paying Agent authorises also the NBB which accepts, to instruct on its behalf the Foreign currency Cash Account Provider to debit any of the designated DTA. If according to exceptional circumstances the NBB agrees, at the request of the Participant, to allow the settlement of Corporate Actions in Foreign currencies without a DTA, Corporate Actions in Foreign currencies will only be settled via the designated FCA of the Participant.

2. Instructions to debit any designated FCA and DTA are processed by the NBB in accordance with the Instructions of the Participant. The Participant recognises that such instructions by the NBB on its behalf to debit a designated FCA and a designated DTA are binding it vis-à-vis the Foreign currency Cash Account Provider, the NBB and third parties and are, according to the NBB-SSS Terms and Conditions, considered as Instructions issued by the Participant itself (including, but not exclusively for the purpose of Article 8.2 of the NBB-SSS Terms and Conditions).
3. The Participant authorises the Foreign currency Cash Account Provider to accept instructions sent by the NBB on its behalf and to settle such instructions.
4. Instructions to debit the Participant's FCA shall only relate to the following designated FCA for which the mandate is exclusively valid and starts from the accompanying date:

FCA: .....  
Currency(ies): .....  
Foreign currency Cash Account Provider BIC11: .....  
Foreign currency Cash Account Provider name: .....  
Start Date: .....

The Participant authorises the Foreign currency Cash Account Provider to send all FCA related confirmations of debit to the NBB-SSS (via Swift message) without undue delay.

The instructions to debit the Participant's DTA<sup>1</sup> shall only relate to the following designated DTA for which the mandate is exclusively valid and starts from the accompanying date:

DTA: .....  
Currency(ies): .....  
Foreign currency Cash Account Provider BIC11: .....  
Foreign currency Cash Account Provider name: .....  
Start Date: .....

The Participant authorises the Foreign currency Cash Account Provider to send all DTA related confirmations of debit and credit to the NBB-SSS (via Swift message) without undue delay.

5. Furthermore, the Participant undertakes:

- a) to take the necessary internal measures to ensure that sufficient funds are available on designated FCAs to allow the settlement of the transaction in Foreign currencies on the Intended settlement date;
- b) to indemnify the NBB against any losses, liabilities, damages, costs and expenses (except in so far as such losses, liabilities, damages, costs and expenses are due to the NBB's own negligence, or the negligence of its employees or persons made responsible by the NBB for the execution of tasks, rendering the NBB liable in accordance with article 7.3 of the NBB-SSS Terms and Conditions) arising directly from the execution of the instructions referred to above, in particular (but not exclusively) any disputes between it and its Foreign currency Cash Account Provider, the NBB, or any third parties whatsoever. The NBB's obligations shall be limited strictly, for the application of the present power of attorney, to support the settlement of the cash leg in eligible Foreign currencies relating to securities denominated in Foreign currencies and registered in the NBB-SSS. For the fulfilment of those obligations, the NBB shall be subject to the provisions on liability defined by article 7.3 of the Terms and Conditions;
- c) to inform the NBB-SSS in writing in accordance with Article 11.1 of the NBB-SSS Terms and Conditions, without delay, of any changes relating to the designated FCAs and/or DTAs;
- d) to inform the NBB-SSS in writing by secured e-mail, without delay of the termination of this power of attorney. The Participant recognises that such termination shall, however, take effect after the NBB-SSS Business Day following the date on which the NBB receives the writing confirmation of the said termination. The termination may never take effect before the final settlement of all transactions in Foreign currencies initiated by the Participant in accordance with the NBB-SSS Terms and Conditions.

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<sup>1</sup> If applicable, as under normal circumstances. In exceptional cases the usage of a DTA can be waived.

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TLP:CLEAR/NBB:Public

The present power of attorney shall be governed by Belgian law and shall enter into force on the date of signature by the last signing Party.

Done in Brussels.

For the Participant, on .....

For the National bank of Belgium, on .....