

CONTRACT FOR THE PROVISION OF A STORAGE MECHANISM OF REGULATED INFORMATION REFERRED TO IN DIRECTIVE 2004/109/EC OF DECEMBER 2004

BETWEEN THE UNDERSIGNED

SOCIETE DE LA BOURSE DE LUXEMBOURG S.A., having its registered office at 11, avenue de la Porte-Neuve, L-2227 Luxembourg and registered with the Luxembourg trade and companies register under the number B 6222, represented by Messrs. Michel Maquil, President of the Executive Committee, and Hubert Grignon Dumoulin, Member of the Executive Committee ("**BdL**"),

VAT number: LU 102 632 15
E-mail address: oam@bourse.lu
Website: www.bourse.lu

of the one part:

AND

..... with its registered office at
..... and registered in
the trade and companies register with the number,
represented by Mr/Mrs (the "**Filing Entity**"),

of the other part.

BdL and the *Filing Entity* are referred to hereinafter individually as "**Party**" or collectively as the "**Parties**".

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APPENDICES

The following Appendices form an integral part of this contract:

APPENDIX A	FEE SCHEDULE
APPENDIX B	SUBSCRIPTION FORM FOR FILING AND STORAGE OF REGULATED INFORMATION
APPENDIX C	ADDITION/DELETION OF ISSUERS PURSUANT TO THE CONTRACT

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

Throughout this contract, the capitalised terms are defined as follows:

"**Access Password**" means the sequence of alphanumeric characters or symbols composed of a login plus a password and a PIN for the allocation of TANs that are specific to each Filing Entity and which must be known only to the authorised User(s) of the Filing Entity. The Access Password enables access to BdL OAM service for the filing and storage of Regulated Information.

"**BdL**" means Société de la Bourse de Luxembourg SA, which is the Luxembourg Stock Exchange.

"**BdL IPR**" means the intellectual and industrial property rights of BdL (notably, but not exclusively, copyright, rights in databases and trademark rights) attached to BdL OAM service as well as to any content of which BdL is the right holder, notably in the form of text, images, animated images, graphics, photos, videos, sounds, databases and/or hypertext links, regardless of the support used, as well as the page layout itself and the associated graphic charter and any software developed with a view to integrating them into BdL OAM service .

"**BdL OAM service**" means a set of programs including at least portals that may be used for the communication of data to and from BdL, and the underlying software and technical infrastructure enabling Processes to be managed in an as secure as possible manner, considering the current state of technology.

"**CSSF**" means the "*Commission de Surveillance du Secteur Financier*", the Luxembourg authority for the supervision of the financial and securities markets.

"**Filing Entity**" means a legal entity being an Issuer or acting on behalf of one or several Issuers, willing to file and store Regulated Information.

"**Issuer**" means a legal entity with securities admitted to trading on a regulated market mentioned on the list of regulated markets held by the European Commission.

"**OAM service**" means the automated service for filing, indexing, storage of Regulated Information and making it publicly available.

"**PIN**" means the Personal Identifier Number assigned to a Filing Entity in order to get TANs giving access to the filing and storage functions of the BdL OAM service.

"**Process**" means any operation that can be managed through BdL OAM service.

"**Regulated Information**" means information as defined in Article 1 (10) of the law of 11 January 2008 on transparency requirements for issuers of securities¹. Point 3 of circular 08/337 lists the different types of Regulated Information in detail.

"**TAN**" means a Transaction Authentication Number, which can only be used once when filing Regulated Information.

¹ The law of 11 January 2008 implements Directive 2004/109/EC of 15 December 2004 on the harmonisation of transparency requirements.

"User" means any person, member of the staff of a Filing Entity who is authorised to use BdL OAM service.

2. Preamble

BdL is an exchange, operating a regulated market and a multilateral trading facility, thus offering an execution venue for securities admitted to trading on its markets and on its official list.

BdL was officially appointed by a grand ducal regulation of 3 July 2008 as a mechanism in Luxembourg for the central storage of Regulated Information within the meaning of the law of 11 January 2008 on transparency requirements for issuers of securities. Within this regulatory framework, BdL has developed a communication platform known as OAM service in order to perform the functions of such a central storage mechanism of regulated information in accordance with circular CSSF 08/359 of 27 June 2008.

The Filing Entity wishes to use BdL OAM service for the needs of its business and Issuer's regulatory obligations.

The Filing Entity acknowledges that, before concluding this contract, BdL has supplied it with all the prior information required to understand the services offered by BdL. The Filing Entity acknowledges that it has the capability, particularly the technical capability, necessary to analyse the BdL proposed OAM service. The Filing Entity acknowledges that it is its sole responsibility to check that BdL OAM service fulfils its requirements.

3. Purpose

The purpose of this contract is to define the legal, technical, operational and financial conditions in accordance with which BdL makes BdL OAM service available to the Filing Entity, on a non-exclusive and non-transferable basis, and the conditions of use of BdL OAM service by the Filing Entity and the Users.

4. Costs and charges

The total costs and charges owed by the Filing Entity to BdL in respect of the provision and use of BdL OAM service by the Filing Entity are provided in the fee schedule set out in Appendix A.

5. Licence to use BdL OAM service; intellectual and industrial property

BdL grants the Filing Entity and its Users, for the duration of this contract, a non-exclusive and non-transferable licence to use BdL OAM service.

The rights granted in this clause must be construed as an authorisation of use and in no circumstances as an assignment of rights, property or other, transfer or constitution of rights, titles or tolerances relating to BdL OAM service.

BdL is and shall remain the holder of all the BdL IPR.

Subject to payment in full of the total costs and charges, BdL grants the Filing Entity and its Users a licence to use BdL IPR, in keeping with its object. No other licence, authorisation, tolerance or other title or right is granted to the Filing Entity with regard to the elements covered by BdL IPR

and no modification or reproduction, whether total or partial, in any form whatsoever, other than that mentioned in this clause, is permitted without the prior written approval of BdL. Except if otherwise provided in this contract, no BdL IPR may be conveyed outside the Filing Entity's organisation.

Except in the case of specific agreement between the Parties, BdL IPR may not be used outside BdL OAM service or for a purpose other than that arising out of this contract.

The Filing Entity expressly authorises BdL:

- to reproduce any document containing Regulated Information that it supplies to BdL for the performance of this contract; BdL is therefore entitled, in particular, to save Issuer(s) Regulated Information that the Filing Entity and its Users supply, throughout the entire duration of this contract and to make it publicly available on its Internet site for a period of at least five years from the date of filing or any other legal period to be defined.. The Regulated Information stored is freely available from BdL's Internet site for the first six months period after its filing and may be charged to the person seeking such information after this period; and
- to interconnect electronically the BdL OAM service with other officially appointed mechanisms for the central storage of regulated information; and
- to transmit to the CSSF any document containing Regulated Information on a given Issuer that it supplies to BdL in case the CSSF was notified by the Issuer as the competent authority for the purpose of the law of 11 January 2008 on transparency requirements for issuers of securities; and
- to offer any additional value-added service separate from the core OAM functions of the law of 11 January 2008 on transparency requirements for issuers of securities, notably a possible filing function with the CSSF.

The Filing Entity and its Users are not authorised, in particular:

- to create hypertext links of any type whatsoever (simple link or deep link) or to use framing, in lining or linking techniques from an Internet, extranet or intranet site to one or more pages of BdL OAM service, at the exception of links with an Issuer Internet site with prior BdL consent;
- to translate into any other language, transcribe, adapt, modify or otherwise alter, in any manner whatsoever, all or part of BdL OAM service or data contained by this platform or to which BdL has authorised access, unless this is in line with the normal use of BdL OAM service with regard to the provisions of this contract.

The Filing Entity undertakes to use and procure that the Users shall use BdL OAM service exclusively for internal use and within the normal framework of their business and in a manner that is in accordance with this contract and with the applicable national and international laws and regulations, notably, but not exclusively, as regards intellectual property and laws relating to the protection of data and individuals.

The Filing Entity undertakes to inform BdL immediately should it become aware of any act of piracy in respect of BdL OAM service in order to enable BdL to take technical or legal action, if necessary, against the perpetrators of such acts. This obligation does not prejudice the Filing Entity's own right to institute legal proceedings.

Intellectual Property of software:

The Filing Entity acknowledges and agrees that the filing entity has the sole usage of the OAM service and that any software developed within this Agreement or any additions, modifications, enhancements, changes or improvements to such software or to any existing software, any other intellectual property rights linked to it or any documentation related to this software, as well as any other intellectual property right resulting from any development under the Agreement, shall be, ab initio, the sole and exclusive property of the BdL.

6. Terms relating to the installation and use of BdL OAM service

6.1 Implementation and installation of BdL OAM service

In order to be in a position to benefit from BdL OAM service, the Filing Entity must duly complete and send to BdL two signed copies of the subscription form (this document is an integral part of this contract) and set out in Appendix B as well as eventually Appendix C. The Filing Entity ensures that it has the technical and software infrastructure necessary to access BdL OAM service and/or its services and functionalities.

The Filing Entity undertakes to notify BdL as soon as possible, in writing or by electronic mail, about any change affecting the contract and the content of the different Appendices.

6.2 Management of Access Passwords

The Filing Entity undertakes to keep all the elements of its Access Password in a safe and secure place.

The PIN is assigned by BdL to the Filing Entity after the completion of the contract.

The Filing Entity acknowledges that the loss of the PIN makes it impossible to receive TAN necessary for filing Regulated Information through BdL OAM service.

The Filing Entity is the sole responsible for the request of TAN within its organisation and for the communication of the data that makes up these TAN available to the members of staff who will have access to BdL OAM service. The Filing Entity accordingly undertakes to ensure that neither it nor the Users within its organisation disclose the different elements of its Access Password to a third party in any manner whatsoever. The Filing Entity is the sole responsible for the use that will be made of its Access Passwords by the Users.

Should the Filing Entity or a User know or suspect that fraudulent or unauthorised use has been made of an Access Password, the Filing Entity undertakes to inform BdL of this immediately by email, telephone or fax, with confirmation by letter, in order to enable BdL to prohibit the use of these passwords, should it be necessary to do so.

For security reasons, BdL may suspend access to BdL OAM service without notice if it learns, for example, that an Access Password, has been disclosed to an unauthorised person. In any event, BdL will deny access to BdL OAM service without notice if it has doubt that the Filing Entity is the source of the filed Regulated Information.

7. Invoicing and method of payment

Any payment owed by the Filing Entity to BdL in respect of the provision and use of the service provided by BdL under this contract is immediately due and payable but no later than 30 days after the relevant invoice is sent out by BdL, by transfer into the bank account stated on the invoice or by any other means mentioned on the invoice. Any query regarding an invoice must be raised by the Filing Entity before payment becomes due.

If the Filing Entity is acting on behalf of one or several Issuers, the Filing Entity expressly agrees to guarantee the payment owed to BdL.

Invoices are in Euro and include, where appropriate, all applicable taxes, including VAT. It is specified, nevertheless, that VAT is not collected in respect of invoices made out to (i) a non European Union resident; or (ii) a European Union resident that supplied BdL in advance with its intracommunity VAT number.

First access to BdL OAM service will be conditioned to confirmation of payment of the installation service materialised by the signature of this contract.

The price of services shall be based on the harmonized consumer price index in the Grand Duchy of Luxembourg, expressed in Euros, that is published by the Office for Official Publications of the European Communities in the EUROSTAT monthly bulletin – “Money, finance and the Euro: Statistical indicators”, based on the index of the month preceding the signature date of the Agreement.

The Filing Entity agrees that BdL is entitled to adapt the price of services provided that the Filing Entity is informed in advance. If the Filing Entity disagrees with the new price, it may terminate the Agreement by respecting a notice period of at least three months notified to BdL by registered mail with acknowledgement of receipt.

In the event of late payment, interest is automatically due 15 days after a reminder and will be charged at the legal rate with effect from the day following the date on which payment becomes due (in accordance with legislation relating to late payments), without it being necessary to give prior formal notice. Furthermore, BdL reserves the right to suspend performance of its contractual obligations under this contract, notably that of allowing the Filing Entity access to BdL OAM service, until the Filing Entity has settled the amounts that it owes. If payment is overdue by more than 2 months, BdL is entitled to terminate the contract immediately by registered letter sent to the Filing Entity.

If there is a risk that the Filing Entity may become insolvent, BdL is entitled to declare that its debts due from the Filing Entity are payable immediately.

Costs and charges for the use of BdL OAM service are described in Appendix A.

8. Duration of the contract

This contract comes into effect on the date it is signed by the Parties. It is concluded for an initial duration of 1 year and shall then be renewed by tacit agreement for successive 1 year periods, except in the event of termination notified by a Party by registered letter at least 3 months before the end of the initial period of 1 years or before the end of any subsequent period of 1 year.

9. Transmission of documents

9.1 Transmission mode

The Filing Entity has to transmit documents containing Regulated Information through the Internet communications network with the use of the BdL portal and its dedicated OAM service application. The Filing Entity will have to ensure that it has the technical and software infrastructure which is necessary for the access to the Internet communications network and the BdL portal. Implementation of a new transmission mode offering enhanced security of the means of communication of Regulated Information may be required by BdL during the contract. If this is the case, BdL will inform the Filing Entity at least two months prior to its implementation. The Filing Entity will have to ensure that it has the technical and software infrastructure which is necessary for the implementation of the new transmission. The Filing Entity has to assume the financial consequences in connection with this change.

BdL cannot be held responsible for any difficulty that might occur in the use of the Internet communications network. BdL is not liable for the non-transmission or late transmission of data or any other transmission default in case where this default is due to an incorrect installation or use of the transmission mode by the Filing Entity.

9.2 Documents format

The Filing Entity has to transmit the documents containing Regulated Information in Pdf format in order to avoid any alteration of the filed Regulation Information. Implementation of a new format offering appropriate integrity of Regulated Information may be required by BdL during the contract. If this is the case, BdL will inform the Filing Entity at least two months prior its implementation. The Filing Entity will have to ensure that it has the technical and software infrastructure which is necessary for the implementation of the new format. The Filing Entity has to assume the financial consequences in connection with this change.

9.3 Time format

All the dates/hours provided by the filing entity or displayed by the OAM are expressed in local Luxembourg time (GMT+1), else other indication provided.

10. Limitation of liability

Nothing in this contract, and more particularly in this clause 10, shall be construed as limiting the liability of BdL in the event of gross negligence or wilful misconduct.

Furthermore, any claim by the Filing Entity shall be sent by registered letter within a maximum period of 30 days following the detection of the incident or the moment the Filing Entity should have been effectively able to detect the incident. It has to be considered that, whatever the circumstances are, regardless of the legal basis for such a claim, any liability of BdL with regard to the performance of this contract shall be limited to an amount not exceeding the lesser of:

- the total sum actually paid by the Filing Entity to BdL within the framework of this contract on the day of the claim; or
- 10,000.- EUR.

10.1 Operation and security

BdL makes the software infrastructure (including some components developed by third party service providers) available to the Filing Entity to enable it to use BdL OAM service. The obligation of BdL in this respect is a best efforts obligation (“*obligation de moyens*”). BdL does not control the use that is made of BdL OAM service. Therefore BdL will not be held responsible in any circumstances for consequences of the use of the platform by the Filing Entity and more particularly of failure to comply with the timescales given to an Issuer to meet its legal and regulatory obligations. Notwithstanding the foregoing, BdL shall only be liable for the proper functioning of BdL OAM service (i.e. thus assuming that the firewall and/or the proxy of the Filing Entity cannot impair the appropriate connection of the said computer to the Internet).

The communication of documents containing Regulated Information through BdL OAM service does not only depend on the technical infrastructure of BdL but also on the infrastructures of the Filing Entity. Consequently, BdL will not be held responsible in any circumstances for the non-communication or any consequences of it, if it is not directly caused by a failure of the technical infrastructure specific to BdL.

The communication of documents containing Regulated Information through BdL OAM service is only validly done, if the Filing Entity has received a receipt of acknowledgement.

BdL OAM service uses the Internet communications network. The Filing Entity acknowledges that it is aware of the risks involved and accepts them. The Filing Entity is strongly recommended to protect itself against the effects of computer hacking by setting up its computer system in a suitable and secure manner, notably with regularly updated virus detection and cleaning software. BdL will not be held responsible for any damage suffered by the Filing Entity in this respect during or after its use of BdL OAM service.

It is the responsibility of the Filing Entity to ensure the integrity of data passing through BdL OAM service, notably by using secure and non-obvious passwords, changing these passwords periodically, not disclosing them to third parties, logging out from each session correctly, only giving access to persons on an *ad hoc* basis, and installing the latest security updates for its Web browser.

BdL will do its utmost to implement all appropriate technical and organisational measures in order to (i) ensure that BdL OAM service functions correctly and guarantee its security and the security of the technical infrastructure that supports it; and (ii) ensure the integrity and confidentiality of data transmitted through BdL OAM service, subject to correct use by the Filing Entity and the Users (i.e. in accordance with all the provisions in this contract).

Despite all the diligence of BdL, the Filing Entity acknowledges that it is not technically possible to make Internet communications totally secure.

Furthermore, the Filing Entity acknowledges that the speed and the availability of BdL OAM service depend on several factors over which BdL has no control (high numbers of users at certain times, general congestion on the network, etc.) and that therefore BdL shall not be liable for insufficient speed or unavailability, unless it may be formally established that the sole cause is a failure by BdL to meet its obligations.

BdL does not accept any liability for, in particular, direct or indirect commercial prejudice such as, for example, earnings shortfalls, loss of profit, data or programs, increased general costs or other costs associated with the implementation or impossibility of implementation of BdL OAM service.

10.2 Content

The Filing Entity and the Users are the sole responsible for their use of BdL OAM service and the Filing Entity is responsible for the content sent through any Process as well as for the respect of deadlines.

BdL reserves the right to modify at any time BdL OAM service or its components (notably, for example, the types of Processes or the appearance of the platform) to adapt them in accordance with the constant evolution of the state of the art or for security reasons and regulatory reasons.

Except if restricted by the applicable national and international laws and regulations or by the business and trade secret protecting the Filing Entity, BdL reserves the right to and the Filing Entity expressly agrees that BdL may, without any further consent from the Filing Entity, reuse, resale, distribute, transmit on any media and in any form whatsoever at BdL sole discretion, the data made available in the BdL OAM service by the Filing Entity for the purpose of making such data available to third parties. BdL may, at its sole discretion, make such data available to third parties with or without compensation from such third parties to BdL.

BdL has the right to store and/or archive the data communicated through BdL OAM service with the aim of enabling BdL OAM service to function correctly.

BdL undertake to keep on line at least 60 months of Regulated Information, or any other legal period to be defined, it receives through BdL OAM service (for the avoidance of doubt, this does not include data and documents received by e-mail). Similarly, BdL shall not be liable in any way whatsoever for any direct or indirect damage that may be suffered by the Filing Entity as a result of computer programs being corrupted by Users, whether intentionally or not, and/or containing viruses.

10.3 Access Passwords,

BdL shall not be held responsible in any circumstances for the disclosure of the elements of the Access Password or for the consequences of such disclosure and notably for direct or indirect damage suffered by the Filing Entity or by a third party or as a result of their use by a person, whether internal or external to the Filing Entity's organisation, and more generally by a third party.

In such a case, the Filing Entity shall hold harmless and indemnify BdL from all costs (including legal fees) arising out of any action taken against BdL as a result of damages caused by the disclosure of the elements of the Access Password.

It follows therefore that the Filing Entity is the sole responsible for any intervention carried out through BdL OAM service by using an Access Password composed of a login plus a password and a PIN for the allocation of TANs.

10.4 Force majeure

BdL cannot be held liable in the event of force majeure and/or an act of God (“*Force majeure*”) that may prevent it from performing its services normally.

For the requirements of this contract it is agreed, in particular, that the following events, in addition to those usually upheld by the jurisprudence of the Luxembourg courts, are regarded as force majeure: fire, explosion or water damage occurring at the premises of BdL or of the server centre used by BdL, any work stoppage whatsoever for BdL or its suppliers, lockout, bad weather, storm, flood, frost, epidemic, hurricane, tornado, earthquake, total or partial strike action, whether internal or external to BdL, requisition, war, revolution, acts of terrorism, legal moratorium, act of state, government or legal restrictions, legal or regulatory amendments to forms of marketing or relating to the Processes, theft of all or part of the equipment used by BdL or its subcontractors, blockages in the means of transport or supply for any reason whatsoever, shortage of raw materials, lack of fuel or electrical power, interruption or delay in telecommunications, mechanical or computer accident, temporary decommissioning of equipment at the server centre used by BdL, computer breakdown and any other event that is independent of the will of BdL preventing the normal performance of this contract.

11. Supervision by the CSSF

The Filing Entity must ensure that the use it intends to make of BdL OAM service complies with the applicable laws, regulations and circulars and that it has obtained all the approvals that are required or desirable in this context, notably from the Issuer if the Filing Entity is acting on behalf an Issuer. In this respect, the Filing Entity alone accepts the consequences and responsibilities associated with its decision to use BdL OAM service.

12. Processing of personal data

All personal data passed on by the Filing Entity and the Users through the various forms provided by BdL for this purpose may be recorded in one or more files, computerised or otherwise, belonging to BdL. This data will be processed in accordance with the applicable legislation relating to the protection of individuals in respect of the processing of personal data.

This data shall be used by BdL to enable:

- the Filing Entity and its Users to have secure and differentiated access to BdL OAM service ;
- BdL to carry out a marketing (i.e. advertisement and offers for products and services offered by BdL) and administrative follow-up on the Filing Entity and its Users; and
- BdL to identify the Filing Entity in marketing literature as a user of BdL OAM service.

In accordance with the law, the Filing Entity and its Users have the right to access and rectify personal data about them and they can modify this data at any time by contacting BdL by e-mail at the following address: oam@bourse.lu

Similarly, the Filing Entity or the Users can object to processing of data about them. However, this may be an obstacle to entering into a relationship or to the contractual relationship continuing between the Filing Entity and BdL.

Personal data about the Filing Entity shall not be kept longer than necessary in view of the purpose of data processing.

Unless the Filing Entity has given prior consent or the law or a competent authority makes it compulsory, BdL reserves the right to pass on personal data to its affiliates and to its subcontractors only.

BdL shall implement all appropriate technical and organisational measures to ensure the security of personal data of Filing Entities and Users. However, BdL cannot be held liable for disclosure of personal data sent by e-mail or through communication means that are not part of BdL OAM service, and the Filing Entity shall be aware that there is a possibility that other Internet users might view the data in such a case.

Support:

Support will be available during the business hours of the Luxembourg stock exchange. Refer to the OAM section of the www.bourse.lu for details on contacting support.

13. Access to BdL OAM service and updating

13.1 Access to BdL OAM service

Access to BdL OAM service and/or to all or part of the services that it offers may be suspended as a result of breakdowns (particularly for their repair) or during maintenance or update operations concerning the development of BdL OAM service and/or its services and functionalities.

In case of breakdowns, the Filing Entity may file documents containing Regulated Information via email to oam@bourse.lu. These documents will be stored during business hours of the Luxembourg Stock Exchange. Nevertheless, BdL may request to file again the same documents through the normal procedure when BdL OAM service is again in function for certainty and security reasons.

13.2 Updating

Furthermore, BdL reserves the right to modify, after prior information on its Internet site, all or part of BdL OAM service, at any time and at its sole discretion, in order that the Filing Entity may benefit from the technical developments that are available, particularly as far as security is concerned.

These changes and developments may force the Filing Entity, on a regular basis and at its cost, to update its technical and software infrastructure (such as, for example, its browser), whether supplied by BdL or not, in order to continue to access BdL OAM service and all its services and functionalities.

The Filing Entity undertakes to cooperate with BdL during operations that require its participation, concerning, for example, a diagnosis of problems encountered or when resolving breakdowns or carrying out updates concerning the development of BdL OAM service and/or its services and functionalities.

14. Termination of the contract for cause

In the event of a failure by one of the Parties to meet the obligations set out in this contract, which is not remedied within a period of 90 days with effect from the receipt of a registered letter giving notice of the said failures, sent by the injured Party, the latter may terminate this contract without prejudice to any damages and interest that it may claim.

If one of the Parties is the subject of receivership, compulsory liquidation, suspension of proceedings, bankruptcy or similar proceedings, it is agreed that this contract shall be automatically terminated, without notice, with effect from the definitive judgement by the court that is competent to rule on such a measure.

15. Amendment of the contract

The contract and its appendices may only be amended if there is joint agreement between the Parties, expressed in a document signed by the Parties.

16. Assignment

Neither Party may transfer, assign or grant in any manner whatsoever, to any third party whatsoever, whether on a temporary basis or otherwise, all or part of the rights and obligations arising out of this contract. The Filing Entity is therefore prohibited from granting the benefit of all or part of the rights that it has by virtue of this contract to anybody whatsoever. Should any Party despite this provision transfer, assign or grant in any manner whatsoever, all or part of the rights and obligations arising out of this contract to a third party, without the prior written approval of the other Party, this transfer, assignment or grant will not be enforceable towards this other Party. Moreover, if the Filing Entity transfers, assigns or grants all or part of its rights and obligation arising out of this contract without the abovementioned approval, it shall pay BdL a penalty of EUR 50,000.-, without prejudice of the possibility for BdL to claim damages.

17. Entirety of the contract

This contract, together with the appendices that form part of the contract, constitutes the entire obligations between the Parties. No general or specific condition appearing in documents sent or handed in by the Parties may be otherwise incorporated into this contract.

18. Severability and survival of certain provisions

Should one or more clauses in this contract conflict with a statutory or public order provision, be declared invalid further to a definitive judgement by a competent court or have no legal effect for whatever other reason, the clause that is invalid and/or has no legal effect shall not in any circumstances affect the validity of the other clauses in the contract.

The Parties shall endeavour to replace the clause that is invalid or devoid of effect as quickly as possible by an operative provision preserving the structure of the contract and reflecting the initial spirit underlying the contract.

Clauses 5, 6, 7, 10, 17, 18, 19, 20, 21 and 22, together with all clauses the nature of which requires that they survive at the end of this contract, shall remain in effect for a period of 10 years, even after the termination of the contractual relationship between the Parties, irrespective of the cause thereof.

19. Waiver

Neither Party shall be presumed to have waived a right arising out of this contract or the right to claim that a wrongful act or breach has been committed by the other Party, whether this is as a result of non-use or otherwise, unless the former Party has expressly waived it in writing.

The waiver of a remedy or right of any kind whatsoever that might be provided by one of the Parties in writing, in accordance with the previous paragraph, shall not be construed in any circumstances as waiving the right to invoke the same right or turn to the same remedy in a subsequent identical situation, nor as waiving any other right or remedy that may arise out of this contract.

20. Applicable law and arbitration clause

This contract is governed and construed in accordance with Luxembourg law.

Any disputes arising out of this contract or in relation to this contract shall be settled definitively according to the arbitration rules of the arbitration centre of the Chamber of Commerce of the Grand Duchy of Luxembourg by three arbitrators appointed in accordance with these rules. The division of the costs inherent in these arbitration proceedings between the Parties shall be settled on a definitive basis by this same arbitration chamber. The proceedings shall be conducted in English and the arbitrators shall settle the dispute within a period of 6 months following their appointment. Their arbitration will be final and binding upon the Parties.

21. Notices to be given by virtue of the contract

All notices between Parties required by virtue of this contract shall be served by registered letter in accordance with the following terms:

To the address of the Filing Entity:

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To the address of BdL:
Société de la Bourse de Luxembourg S.A.
11, avenue de la Porte-Neuve
B.P. 165
L-2011 Luxembourg

A notice sent by registered letter is deemed to have been served at 10.00 hours (CET) on the morning of the second working day after posting.

22. Proof

The Filing Entity agrees to accept any electronic record held by BdL as a means of proof that may be binding thereupon.

Made in Luxembourg, in as many original as Parties, with each Party acknowledging that it has received its copy.

For BdL
Name:
Date:

For the Filing Entity
Name:
Date:

For BdL
Name:
Date:

For the Filing Entity
Name:
Date: