

Clearing Agreement E4

# GBP Settlement Account Instructions

Account Holder: [Insert name of Account Holder]

Bank: [Insert name of Bank]

[on headed paper of issuer]

## GBP SETTLEMENT ACCOUNT INSTRUCTIONS

### Notice

Please ensure that this document when executed does not contain any square brackets, footnotes, explanatory notes etc except those which are intended to remain in the document (if any). Please initial each page in the bottom right hand corner, and ensure that signatures are by duly authorised persons, accompanied by evidence of authorisation and personal identification etc as further instructed by the Clearinghouse.

[Insert name of GBP Settlement Bank]

[Insert Address]

For the attention of [insert name]

[insert date]

Dear Sirs

**BANK ACCOUNT (THE "GBP SETTLEMENT ACCOUNT") IN THE NAME OF [INSERT FULL LEGAL NAME OF THE ACCOUNT HOLDER] WITH ACCOUNT NUMBER [INSERT ACCOUNT NUMBER] HELD IN LONDON WITH [INSERT NAME OF THE GBP SETTLEMENT BANK]**

1. We have established the GBP Settlement Account to, amongst other things, make payments to and receive payments from NASDAQ OMX Stockholm AB (the "Clearinghouse").
2. We hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary):
  - (a) to disclose to the Clearinghouse without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the GBP Settlement Account and the credit balance on the GBP Settlement Account, as the Clearinghouse may, at any time and from time to time, request you to disclose to it;
  - (b) at any time and from time to time upon receipt by you of instructions from the Clearinghouse, to debit the GBP Settlement Account and to pay to the Clearinghouse (or such other person or entity as it may direct) all or any of the money standing to the credit of the GBP Settlement Account and generally to act in accordance with such instructions in relation to the GBP Settlement Account, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity; and
  - (c) to comply with the terms of any instructions in any way relating or purporting to relate to a debit of the GBP Settlement Account which you may receive at any time and from time to time from the Clearinghouse without any reference to or further authority from us and without any enquiry by you as to the justification for such notice, statement or instructions or its or their validity.
3. Instructions and requests may be given to you by the Clearinghouse, and acted and relied upon by you, under this instructions letter in connection with the GBP Settlement Account by SWIFT MT 101, 103, 940 and/or 942 type messages (as applicable) or such other SWIFT message type as the Clearinghouse deems appropriate, pursuant to the arrangements for the time being in force between you and the Clearinghouse or its bankers for the transmission and receipt of SWIFT messages.
4. In this instructions letter "SWIFT" means The Society for Worldwide Interbank Financial Telecommunication (or any successor provider of such telecommunication services).

References to any type of message transmitted through SWIFT shall include such type of message as modified, replaced and/or renumbered by SWIFT from time to time.

5. We hereby waive in your favour for all purposes in relation to this instructions letter any duty of confidentiality which you may now or in the future owe to us in connection with the GBP Settlement Account.
6. The instructions and authorisations contained in this instructions letter shall remain in full force and effect unless and until we and the Clearinghouse together give you notice in writing revoking them.
7. To the extent this instructions letter is inconsistent with any terms and conditions applying to the GBP Settlement Account, this instructions letter shall take precedence to the extent of the inconsistency.
8. To avoid doubt, you may still act upon our instructions in relation to the administration of the GBP Settlement Account (including to make withdrawals or transfers) as long as our instructions are not inconsistent with, or countermanded by, any instruction given to you by the Clearinghouse.
9. We do not intend that the Clearinghouse should have any security interest in the GBP Settlement Account and any monies in it, and we do not intend this instructions letter to create any such security interest.
10. This instructions letter and all non-contractual obligations arising in any way out of or in connection with this instructions letter shall be governed by, construed and take effect in accordance with English law.
11. Please will you acknowledge receipt of this instructions letter and confirm your acceptance of the instructions and authorisations contained in it by signing the form of acknowledgement below and delivering it in original to the Clearinghouse per post:

NASDAQ OMX Oslo NUF  
Att: Agreements  
Vollsveien 19  
PO.BOX 373  
NO-1326 LYSAKER  
NORWAY

Yours faithfully

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Director  
For and on behalf of  
[insert full name of the Account Holder]

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### Acknowledgement

We hereby acknowledge receipt of the above instructions letter and agree in favour of the Clearinghouse that: (i) we accept the instructions contained in the instructions letter and undertake to act in accordance and comply with the instructions letter; (ii) we are not aware of any notice of the interest of any third party in the GBP Settlement Account (or the money held in it) (iii) we will notify the Clearinghouse immediately should any third party register or exercise, or attempt to register or exercise, any lien, set-off, counterclaim or other rights in, over or on the GBP Settlement Account (and any money held in it); and (iv) except for standard accountholder fees (if

any) related to our normal operation of the GBP Settlement Account (for avoidance of doubt, excluding any amounts arising out of any default of the Account Holder towards us) we have neither claimed or exercised nor will claim or exercise any security interest, lien, set-off, counterclaim or other rights in, over or on the GBP Settlement Account (or any monies held in it or to be withdrawn or transferred from it).

This acknowledgement and all non-contractual obligations arising in any way out of or in connection with it shall be governed by, construed and take effect in accordance with English law.

Yours faithfully

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For and on behalf of  
[insert name of the GBP Settlement Bank]

Dated:

<p><b>Please attach when returning to the Clearinghouse (check off):</b></p> <p><input type="checkbox"/> Documentation evidencing the due authorisation of the signing person(s).</p> <p><input type="checkbox"/> Certified copy of list of signatories (with signature samples) and/or official ID of signing person(s) (passport, national ID etc).</p>
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