



## South River

**Hume Global Investors PCC Limited (the “Company”)**

Registered Number: 55297

### Joint Account Mandate

**Shareholder names<sup>1</sup>:**

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**(each a “Shareholder” and together the “Shareholders”)**

<sup>1</sup> Please insert the precise names in which your joint shareholding is registered

**To accept this agreement, you should read it thoroughly and then sign it on the final page. All registered joint shareholders should sign.**

Until any one of the Shareholders cancels this mandate, each Shareholder hereby authorises each of the Company, South River Guernsey Ltd. (the “**Manager**”), and International Administration Group (Guernsey) Limited (the “**Administrator**”) to:

- a) accept instructions signed or given by any one of the Shareholders to act on behalf of all of the Shareholders in all transactions in relation to their joint shareholding in the Company including, without limitation, instructions to subscribe for further shares to be held jointly by the Shareholders in the Company and instructions to redeem all or part of the Shareholders’ joint held shares in the Company;
- b) on instruction signed or given by any one of the Shareholders, pay any proceeds due to the Shareholders arising from the redemption of all or part of their joint shareholding in the Company to the joint or individual account or accounts of any one or more of the Shareholders.

Each Shareholder further agrees and acknowledges that the Company, the Manager, and the Administrator shall be entitled to rely on and shall not incur any liability to any of the Shareholders in respect of any act or omission taken by any of them in good faith in accordance with any instructions which any of them receive from any one Shareholder and which they reasonably believe to be genuine (such instructions being, “**Proper Instructions**”). By authorising any one Shareholder to provide Proper Instructions to the Company, the Manager, or the Administrator, each Shareholder agrees to indemnify each of the Company the Manager, and the Administrator and to keep each of the Company, the Manager, and the Administrator indemnified from and against any and all direct claims and demands (including reasonable legal and professional fees and expenses arising therefrom or incidental thereto) which may be made or brought against or suffered or incurred by any of the Company, the Manager, or the Administrator (or any of their officers, directors, servants, or employees) arising out of or in connection with any act or omission taken by any of them in good faith in accordance with your Proper Instructions.

This joint account mandate shall be governed by and construed in accordance with the laws of the Island of Guernsey. Each Shareholder agrees that any dispute or action arising out of or relating to this joint account mandate shall be commenced only in the Royal Court of Guernsey, and each Shareholder hereby consents and submits to the exclusive jurisdiction of such courts for the purposes of any such dispute or action.

We, the undersigned, hereby acknowledge the above terms and conditions and agreed to be bound by them (as amended from time to time) in favour of the Manager, the Administrator, the Company and their respective affiliates.

**Signature 1:** \_\_\_\_\_

**Signature 2:** \_\_\_\_\_

**Signature 3:** \_\_\_\_\_

**Signature 4:** \_\_\_\_\_