



## South River

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

Registered Number: 55297

### **Proper Instructions Telephone Dealing Indemnity**

**Shareholder name<sup>1</sup>:** \_\_\_\_\_  
(the “Shareholder”)

<sup>1</sup> Please insert the precise name in which your holding is registered

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

**For joint holders, all registered shareholders should sign.**

- a) The Shareholder hereby agrees that any instructions to be given by the Shareholder to the Company, South River Guernsey Ltd. (the “**Manager**”), and/or International Administration Group (Guernsey) Limited (the “**Administrator**”) in respect of any of the matters related to or contemplated by the Shareholder’s holding of shares in the Company shall be in writing and signed by the Shareholder or such one or more person or persons as the Shareholder shall from time to time have authorised for that purpose or by telephone or other mode of electronic transmission by the Shareholder or such one or more person or persons as the Shareholder shall from time to time have authorised for that purpose (“**Proper Instructions**”). Different persons may be authorised to give instructions for different purposes and such persons may also include officers of corporations other than the Shareholder so authorised by the Shareholder . If the Shareholder is a corporate entity, a certified copy of the resolution of the directors of the Shareholder may be received and accepted by the Company, the Manager, and/or the Administrator as conclusive evidence of the authority of any such person to act and may be considered as in full force and effect until receipt of written notice to the contrary. Proper Instructions must be received in sufficient time to enable them to be processed by the Company, the Manager, and/or the Administrator.
- b) The Company, the Manager, and/or the Administrator may, in its discretion, accept instructions which it believes to be genuine from the Shareholder or its authorised agent whether given orally, in person or by telephone, telegraph, cable or other mode of electronic transmission.
- c) The Shareholder accepts that the risk of misunderstandings and/or instructions being received from an unauthorised source is at the risk of the Shareholder. Neither the Company, the Manager, nor the Administrator shall incur any liability whatsoever in relation to any such instructions, including instructions given over the telephone, and the Shareholder agrees to indemnify the Company, the Manager, and the Administrator in respect of all costs, claims and expenses incurred by any of them in connection with such instructions. The Shareholder acknowledges that telephone calls to the Company, the Manager, and/or the Administrator may be recorded.
- d) These terms and conditions governing the provision of Proper Instructions shall be governed by and construed in accordance with the laws of the Island of Guernsey. The Shareholder agrees that any dispute or action arising out of or relating to these terms or the provision of any Proper Instructions shall be commenced only in the Royal Court of Guernsey, and the Shareholder hereby consents and submits to the exclusive jurisdiction of such courts for the purposes of any such dispute or action.

We, the undersigned Shareholder, 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, Administrator, the Company and their respective affiliates.

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

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

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

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