

DATED: 30 NOVEMBER 2012

# Agency Agreement

between

**Boost Issuer Public Limited Company**  
as Issuer

**The Law Debenture Trust Corporation p.l.c.**  
as Trustee

**Capita International Financial Services (Ireland) Limited**  
as Issuing and Paying Agent

**Capita IRG Trustees Limited**  
as Registrar

and

**Boost Management Limited**  
as Manager

relating to

a Collateralised ETP Securities Programme

**Simmons & Simmons**

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**THIS AGREEMENT** is dated the 30<sup>th</sup> day of November 2012 and made

**BETWEEN:**

- (1) **BOOST ISSUER PUBLIC LIMITED COMPANY**, (the “**Issuer**”), a company incorporated under the laws of Ireland under company number 515981 and having its registered office at AIB International Centre, International Financial Services Centre, Dublin 1, Ireland;
- (2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, (the “**Trustee**”), of Fifth Floor, 100 Wood Street, London EC2V 7EX, United Kingdom;
- (3) **CAPITA INTERNATIONAL FINANCIAL SERVICES (IRELAND) LIMITED**, (the “**Issuing and Paying Agent**”), (which expression shall, where the context admits, include any successor Issuing and Paying Agent appointed by the Issuer hereunder), of AIB International Centre, I.F.S.C., Dublin 1, Ireland;
- (4) **CAPITA IRG TRUSTEES LIMITED**, (the “**Registrar**”), (which expression shall, where the context admits, include any successor Registrar appointed by the Issuer hereunder), of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom; and
- (5) **BOOST MANAGEMENT LIMITED**, (the “**Manager**”), (which expression shall, where the context admits, include any successor Manager appointed by the Issuer), of 12 Castle Street, St Helier, Jersey JE2 3RT.

**Background:**

- (A) The Issuer has authorised the issue of ETP Securities under its Collateralised ETP Securities Programme (the “**Programme**”) to be constituted pursuant to the relevant Trust Deed and secured pursuant to the relevant Trust Deed and the relevant Collateral Pool Security Deed.
- (B) The ETP Securities will be issued in dematerialised uncertificated registered form and settled through the CREST settlement system.
- (C) The Manager has procured, and it has been agreed, that the Issuing and Paying Agent and the Registrar will provide certain administrative and registration services in respect of the ETP Securities, as more particularly described in this Agency Agreement on the terms and conditions set out herein and as further detailed in the Operating Manual.

**THE PARTIES AGREE THAT:**

1. **Interpretation**

1.1 **Definitions**

Capitalised terms used in this Agency Agreement but not otherwise defined shall have the meanings given to them in the Master Definitions Schedule dated the date hereof relating to the Programme.

“**Agent**” means, for the purposes of this Agency Agreement only, the Issuing and Paying Agent or the Registrar (and “**Agents**” shall be construed accordingly).

## 1.2 Construction of certain references

References to:

- (A) an action, remedy or method of judicial proceedings for the enforcement of creditors' rights include references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto;
- (B) any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof, or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- (C) clauses and schedules shall be construed as references to, respectively, the clauses and schedules to this Agency Agreement;
- (D) the Issuer, any Programme Party and any other person, include its successors in title, permitted assigns and permitted transferees; and

## 1.3 Application

This Agency Agreement applies separately to each relevant Class of ETP Securities and the terms herein shall be construed accordingly.

## 1.4 Headings

Headings shall be ignored in construing this Agency Agreement.

## 1.5 Contracts

References in this Agency Agreement to this Agency Agreement or any other document are to this Agency Agreement or those documents as amended, supplemented or replaced from time to time and include any document which amends, supplements or replaces them.

## 1.6 Schedules

The schedules are part of this Agency Agreement and shall have effect accordingly.

## 1.7 Variations

All references in this Agency Agreement to an agreement, instrument or other document shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied or supplemented from time to time in accordance with its terms.

## 1.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agency Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agency Agreement.

## 1.9 Timing

All references in this Agency Agreement to any time shall be expressed using the 24-hour clock convention.

## 1.10 **Records**

Unless the contrary intention appears a reference to the records of Euroclear UK & Ireland shall be a reference to the records that Euroclear UK & Ireland holds for its customers which reflect the amount of such customer's interest in the ETP Securities.

## 2. **Appointment and Duties**

### 2.1 **Issuing and Paying Agent**

The Issuing and Paying Agent is hereby appointed for each Class of ETP Securities, and the Issuing and Paying Agent accepts such appointment, to undertake and perform the Issuing and Paying Agent duties as set out in Clause 7.1 in each case in accordance with the Conditions and the provisions of this Agency Agreement.

### 2.2 **Registrar**

The Registrar is hereby appointed for each Class of ETP Securities the Registrar, and the Registrar accepts such appointment, to undertake and perform the Registrar duties as set out in Clause 7.2 in each case in accordance with the Conditions and the provisions of this Agency Agreement.

All Agents and the Issuer acknowledge and agree that the Registrar has been admitted as a registrar in CREST and that accordingly the Registrar is obliged to comply with the requirements of CREST and that these may be changed from time to time.

All Agents and the Issuer agree that, if at any time there is any conflict between the requirements of CREST to which the Registrar is subject and the provisions of this Agency Agreement, the requirements of CREST shall prevail. The Registrar agrees to notify all parties immediately in writing if at any time it becomes aware of any such conflict.

The Registrar shall be entitled, by serving prior written notice on all parties to this Agency Agreement, to request an amendment of this Agency Agreement (including the description of the services) if it reasonably determines that any such change is necessary to reflect any change to the requirements of CREST or any law.

### 2.3 **Agents' duties**

The obligations of each of the Agents are several and not joint. Each Agent shall be obliged to perform only such duties as are specifically set out in this Agency Agreement, the Conditions and any other Programme Document to which it is a party and any duties necessarily incidental to them. No implied duties or obligations shall be read into any such documents. No Agent shall be obliged to perform additional duties set out in any Final Terms and thereby incorporated into the Conditions unless it shall have previously agreed to perform such duties. If the Conditions are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent, it shall not be obliged to perform such duties as so amended unless it has first approved the relevant amendment. No Agent shall be under any obligation to take any action under any agency agreement that it expects, and has so notified the Issuer in writing, will result in any expense to or liability of such Agent, the payment of which is not, in its opinion, assured to it within a reasonable time.

### 2.4 **Agents to act for Trustee**

At any time after an Event of Default or a Potential Event of Default has occurred in relation to the relevant Class of ETP Securities and/or the Security under the relevant

Collateral Pool Security Deed relating to the relevant Class of ETP Securities has become enforceable, the Trustee may, by notice in writing to the Issuer and the Agents require the Agents until notified by the Trustee to the contrary and so far as permitted by applicable law to:

- (A) act as agent or agents of the Trustee under the relevant Trust Deed, the relevant Collateral Pool Security Deed and the relevant Class of ETP Securities *mutatis mutandis* on the terms of this Agency Agreement (with consequential amendments as necessary and except that the Trustee's liability for the indemnification, remuneration and all other expenses of the Agents will be limited to the amounts for the time being held by the Trustee in respect of the relevant Class of ETP Securities on the terms of the Master Trust Deed and the relevant Collateral Pool Security Deed and which are available (after application in accordance with the relevant order of priority set out in the Conditions, the relevant Collateral Pool Security Deed or the Master Trust Deed, as applicable) to discharge such liability) and thereafter to hold all moneys, documents and records held by them in respect of ETP Securities to the order of the Trustee; or
- (B) deliver all moneys, assets, documents and records held by them in respect of the relevant Class of ETP Securities to or to the order of the Trustee or as the Trustee directs in such notice.

## 2.5 Notices of change of Trustee

The Issuer shall forthwith give notice to each of the Agents of any change in the person or persons comprising the Trustee.

## 2.6 Publication Event Redemption Notice

For the purposes of Condition 8.9(D), the form of Publication Event Redemption Notice is set out in schedule 1.

## 3. Issue of ETP Securities

### 3.1 Preconditions to Issue

The Issuer shall not agree to any Issue Date unless it is a Settlement Business Day.

### 3.2 Notification

The Issuer shall, in respect of each Tranche of ETP Securities of the relevant Class of ETP Securities, notify and/or confirm and/or procure that the Determination Agent notifies and/or confirms to the Issuing and Paying Agent by fax or in writing or by electronic mail if so agreed between the Issuer and the Issuing and Paying Agent the Price per ETP Security.

### 3.3 Non issuance of ETP Securities

If any ETP Security in respect of which information has been supplied under Clause 3.2 is not to be issued on a given Issue Date, the Issuer shall immediately (and, in any event, prior to the Issue Date) notify the Agents. Upon receipt of such notice, the Issuing and Paying Agent shall not thereafter issue or release the relevant ETP Securities.

### 3.4 CREST

If the ETP Securities cease at any time to be held in uncertificated form and/or cease to be accepted for clearance through CREST, or notice is received by or on behalf of the Issuer that such ETP Securities will cease to be held in uncertificated registered form and cleared through CREST and/or CREST is closed for business for a continuous period of 14 calendar days (other than by reason of holidays, statutory or otherwise) or CREST announces an intention to permanently cease business or does in fact do so, the ETP Securities of the relevant Class shall continue to be in registered form and the Issuer, the Registrar and any other relevant Programme Party (other than the relevant Authorised Participant(s)) may agree such procedures as they determine necessary in relation to such ETP Securities (including without limitation the transfer thereof) and shall as soon as reasonably practicable give notice thereof to the ETP Securityholders in accordance with the Conditions and to the relevant Authorised Participant(s).

### 3.5 Operating Procedures Agreement

The Issuer shall furnish a copy of the Operating Procedures Agreement relating to the issue, repurchase and redemption of ETP Securities from time to time in effect to each Agent.

### 3.6 Authorised Representatives

On or prior to the Class Issue Date, the Issuer and each Agent in respect of the relevant Class of ETP Securities shall provide to each party to this Agency Agreement a certificate of incumbency or power of attorney certifying the names, titles and specimen signatures of the persons authorised on its behalf to give instructions and notices in relation to the relevant Class of ETP Securities, this Agency Agreement and the other Programme Documents and to take any other action in relation to this Agency Agreement and the other Programme Documents (including evidence satisfactory to such parties as to the authority of the persons authorising such persons) and shall as soon as reasonably practicable notify the parties to this Agency Agreement if any person so listed ceases to be so authorised.

## 4. Payment

### 4.1 Payment to the Issuing and Paying Agent (via the Registrar)

The Issuer, or such other person on its behalf, shall, by 10:00 London time on the Payment Business Day on which any payment in respect of the ETP Securities becomes due (or by such other time and/or on such other date as may be agreed by the parties to this Agency Agreement), ensure the Registrar, on behalf of the Issuing and Paying Agent, is in receipt of funds of such amount as may be required for the purposes of such payment. For the avoidance of doubt, such payment shall be deemed to be received by the Registrar, acting on behalf of the Issuing and Paying Agent, when received into the designated CREST bank account established for purpose of such payment, as notified in writing to the Issuer by the Registrar within an adequate timeframe. In this Clause, the date on which a payment in respect of the ETP Securities becomes due means the first date on which the holder of an ETP Security could claim the relevant payment by transfer to an account under the Conditions, but disregarding the necessity (if any) for it to be a business day in any particular place of presentation.

### 4.2 Payment by Agents

Upon instruction via the Issuing and Paying Agent, the Registrar shall pay or cause to be paid on behalf of the Issuer on and after each due date therefor the amounts due in

respect of the ETP Securities, provided that no Agent shall make payment until such time as it has received funds and has been able to identify or confirm receipt of funds.

#### **4.3 Notification of non-payment**

The Registrar shall forthwith notify by fax or electronic mail each of the other Agents, the Determination Agent, the Issuer and the Trustee if it has not received the amount referred to in Clause 4.1 by the time specified for its receipt, unless it is satisfied that it will receive such amount.

#### **4.4 Payment after failure to preadvise or late Payment**

The Registrar (on behalf of the Issuing and Paying Agent) shall forthwith notify by fax or electronic mail each of the other Agents, the Determination Agent, the Issuer and each other Programme Party, and, if requested by the Trustee, the ETP Securityholders if at any time following the giving of a notice under Clause 3 either any payment provided for in Clause 4.1 is made on or after its due date but otherwise in accordance with this Agency Agreement or the Issuing and Paying Agent (or the Registrar, acting on its behalf) is satisfied that it will receive such payment.

#### **4.5 Suspension and resumption of Payment by Agents**

Upon receipt of a notice from the Registrar under Clause 3, each Agent shall cease making payments in accordance with Clause 4.2 as soon as is reasonably practicable. Upon receipt of a notice from the Registrar under Clause 4, each Agent shall make, or shall recommence making, payments in accordance with Clause 4.2. For the avoidance of doubt, unless and until the full amount of any payment has been transferred to the Registrar in accordance with Clause 4.1 or unless and until the Issuing and Paying Agent (or the Registrar, acting on its behalf) is satisfied that such payment will be made, neither it nor any of the Agents shall be bound to make payments in respect of the relevant Class of ETP Securities as aforesaid.

#### **4.6 Method of Payment**

All sums payable to the Issuing and Paying Agent (via the Registrar) hereunder shall be paid in the currency in which such sums are denominated and in immediately available or same day funds to such account(s) with such bank(s) as the Registrar may from time to time notify to the Issuer, the Determination Agent, the Registrar and the Trustee. The Registrar shall not be required to segregate moneys except as required by law.

#### **4.7 Moneys held by the Registrar (on behalf of the Issuing and Paying Agent)**

Subject as provided in Clause 12.7, the Registrar may deal with moneys paid to it under this Agency Agreement in the same manner as other moneys paid to it as a banker by its customers except that (i) it may not exercise any lien, right of set-off or similar claim in respect of them and (ii) it shall not be liable to anyone for interest on any sums held by it under this Agency Agreement. No moneys paid to the Issuing and Paying Agent (via the Registrar) are required to be segregated by it unless (i) such moneys are held by the Registrar overnight, or (ii) otherwise required by applicable law.

#### **4.8 Payments by Issuing and Paying Agent (via the Registrar)**

Subject to Clause 2.4, the Trustee agrees on the due date for payment of any amount in respect of the ETP Securities of the relevant Class of ETP Securities or under any Programme Document, unless and until the Security in respect of the ETP Securities shall have become enforceable, to concur in the transfer of the necessary sum equal to such

amount or, if less, the funds standing to the credit of the account of the Issuing and Paying Agent, in order that the Issuer may meet its obligations under the ETP Securities and the Programme Documents, as the case may be.

## 5. **Repayment**

If claims in respect of any ETP Security of the relevant Class of ETP Securities become void or prescribed under the Conditions, the Issuing and Paying Agent shall forthwith repay to the Issuer the amount that would have been due on such ETP Security before such claims became void or prescribed. Subject to Clause 14.7, the Registrar shall not be otherwise required or entitled to repay any sums received by it under this Agency Agreement.

## 6. **Cancellation and Reporting Requirements**

### 6.1 **Cancellation**

If any of the ETP Securities of the relevant Class of ETP Securities are redeemed in full, they shall become immediately cancelled and the Issuing and Paying Agent shall take such steps as are necessary in accordance with the Conditions to achieve such cancellation, including de-registration through the CREST system.

### 6.2 **Purchases by Issuer**

If the Issuer purchases any ETP Securities that are to be cancelled in accordance with the Conditions, the Issuer shall forthwith cancel them or procure their cancellation, and inform the Registrar of the same.

### 6.3 **Reporting requirements**

The Issuing and Paying Agent shall (on behalf of the Issuer) submit such reports or information as may be required from time to time in relation to the issue and purchase of the ETP Securities by applicable law, regulations and guidelines promulgated by any governmental regulatory authority, or as otherwise agreed between the Issuer and the Agents.

## 7. **Duties of the Agents**

### 7.1 **Issuing and Paying Agent**

In addition to those duties that are more particularly detailed in the Operating Manual, the Issuing and Paying Agent shall in relation to each relevant Class of ETP Securities:

- (A) upon receipt of a Dealing Order from an Authorised Participant, perform the validation checks (as set out in the Operating Manual) in a timely manner in relation to the order;
- (B) liaise with the relevant Authorised Participant in a timely manner to confirm receipt of Dealing Orders and to confirm that such orders are valid;
- (C) once a Dealing Order is deemed valid, send matching dealing notices in a pre-agreed format to the relevant Swap Provider in a timely manner so that such Swap Provider can upsize or downsize (as applicable) the relevant Swap Transactions;

- (D) liaise with the relevant Swap Provider in a timely manner to confirm receipt of a dealing notice and to confirm that such notice has been accepted;
- (E) liaise with the relevant Authorised Participant to confirm that dealing notices in respect of Dealing Orders have been accepted by the relevant Swap Provider;
- (F) on the first Settlement Business Day following the relevant Subscription Trade Date, upon receipt of the pricing information in relation to the relevant Class of ETP Securities from the Determination Agent, communicate such pricing information to the relevant Authorised Participant;
- (G) on the first Settlement Business Day following the relevant Subscription Trade Date, once pricing has been confirmed, send Dealing Orders to the Registrar to issue or redeem the ETP Securities in CREST;
- (H) liaise with the Registrar in a timely manner to confirm receipt of Dealing Orders and to provide settlement instructions in relation to such orders;
- (I) liaise with the Registrar and the relevant Authorised Participant, as applicable, in a timely manner to ensure matching trades are entered through CREST;
- (J) provide the required information to the Determination Agent so as to allow it to calculate any Credit Support Amount in accordance with the Determination Agency Agreement and any applicable Credit Support Document;
- (K) subject to confirmation by the Determination Agent of the Credit Support Amount, enter the Credit Support Amount in the Bank of New York Mellon Automated Deal Matching System, and liaise with the relevant Swap Provider and Determination Agent as appropriate to ensure that details are matched with those of the relevant Swap Provider; and
- (L) assist the Issuer in issuing its RNS announcements to the market in respect of daily subscriptions and redemptions.

## 7.2 Registrar

The Registrar shall in relation to each relevant Class of ETP Securities:

- (A) procure that the CREST Register of the holders of the ETP Securities shall be maintained in Ireland, and that no register of the holders of ETP Securities shall be established, kept or maintained in the United Kingdom by or on behalf of the Registrar;
- (B) maintain, reconcile and update the CREST Register on a daily basis in accordance with applicable laws and the rules of CREST;
- (C) accept and act upon properly authenticated de-materialised instructions, as defined in the Uncertificated Regulations, and carry out necessary and appropriate procedures in compliance with the rules of CREST or any other approved Operator (as defined in the Uncertificated Regulations) including without limitation steps to reconcile CREST (or other Operators') accounts with the Register and complying with the Uncertificated Regulations;
- (D) notify the Issuer and the Manager, as soon as reasonably practicable in the event that the Registrar receives notice that any ETP Securityholder has ceased to have or will cease to have an account with CREST;

- (E) upon receipt of valid instructions from the Issuing and Paying Agent, reconcile relevant instructions to CREST in a timely manner;
- (F) liaise with the relevant Authorised Participant and the Issuing and Paying Agent in a timely manner to resolve any unmatched or failing transactions;
- (G) provide confirmation of transaction settlement to the Issuing and Paying Agent in a timely manner;
- (H) subject to confirmation from the Issuing and Paying Agent, release funds to the relevant Swap Provider in relation to Subscription Orders;
- (I) comply with the procedures set out in the Operating Manual dealing with, amongst other things, the timetable for dealing in ETP Securities via CREST;
- (J) provide movement and failed trade reports in respect of the relevant Class of ETP Securities as may be requested by the Issuing and Paying Agent from time to time;
- (K) update the CREST Register pursuant to written information received from the Issuing and Paying Agent in a timely manner (for the avoidance of doubt, the Registrar shall promptly report any operational issues which may arise in relation to the receipt of such information);
- (L) maintain and update interest payment instructions (where applicable);
- (M) set up CREST and web and/or paper voting facilities for general meetings;
- (N) receive, validate, capture and collate proxy votes and online proxy reports to the Issuer (where applicable);
- (O) attend meetings of holders of ETP Securities, and administer polls as required; and
- (P) maintain proper records of the details of all documents received by the Registrar.

### 7.3 **Payment**

Provided that it has not received any notice from the Issuing and Paying Agent that payments are to be made as provided by Clause 4.2, the Registrar will effect repayment of the relevant Class of ETP Securities on their due date for repayment.

## 8. **Documents and Forms**

### 8.1 **Issuing and Paying Agent**

The Issuer shall provide to the Issuing and Paying Agent or the Registrar, as the case may be:

- (A) all documents (including all notices) required under the ETP Securities or by the Relevant Stock Exchange to be available for issue or inspection during business hours, and the Registrar shall make such documents available for collection or inspection to the ETP Securityholders that are so entitled); and
- (B) forms of voting certificates, forms of proxy and block voting instructions, together with instructions as to how to complete, deal with and record the issue of such

forms, and the Registrar shall make such documents available to the relevant ETP Securityholders.

## **9. Fees and Expenses**

### **9.1 Fees**

The Manager has procured that the Agents provide the services set out in this Agency Agreement and the Agents agree that payment of any fees in connection with such services shall be the obligation of the Manager and not that of the Issuer. The fees payable in connection with such services shall be in an amount as separately agreed between the Manager and each Agent.

### **9.2 Costs**

The Manager shall also, upon receipt of reasonable evidence of such expenditure, pay on demand all proper out-of-pocket expenses (including, but not limited to, legal, advertising, fax and postage expenses) properly incurred by the Agents in connection with their services together with any applicable Tax (other than any income, corporation or similar Tax) but excluding any costs, fees and expenses incurred by an Agent in connection with (i) the termination of the appointment of such Agent where the appointment is terminated for cause in accordance with Clause 13.1; (ii) its resignation pursuant to Clause 13.2; (iii) the termination of the appointment of such Agent where its appointment terminates automatically in accordance with Clause 13.5; or (v) ordinary office expenses, remuneration of directors or employees or general operating costs of the Agent (whether incurred in connection with the performance of its obligations under the Conditions, this Agency Agreement and/or any other Programme Document).

### **9.3 Taxes**

- (A) All payments by the Issuer or the Manager under this Clause 9 shall be made free and clear of, and without withholding or deduction for, any Taxes, unless such withholding or deduction is required by law. In such event, and subject to Clause 16, the Issuer or the Manager (as applicable) shall pay such additional amounts as will result in receipt by the relevant Agent of such amounts as would have been received by it if no such withholding or deduction had been required.
- (B) All fees payable by the Issuer or the Manager under or pursuant to this Agency Agreement are exclusive of VAT (if any). Accordingly, if any Agent is required to account for VAT in respect of any taxable supply for VAT purposes made to the Manager or the Issuer (as applicable) under or in connection with this Agency Agreement, the person liable to pay the relevant fees shall, in addition to such fees, pay to such Agent such VAT as is chargeable in respect of the supply at the same time as payment is due or in any other case when demanded by the Agent. The Agent shall provide a valid VAT invoice in respect of any such payment of VAT.
- (C) Where under this Agency Agreement, one party has agreed to reimburse or indemnify another party in respect of any payment made or cost, charge or expense incurred by that other party, the first party shall also reimburse that other party for any VAT paid by that other party which forms part of its payment made or cost, charge or expense incurred, to the extent that such VAT is not available for credit or repayment or otherwise recoverable by that other party or for any person with which the reimbursed or indemnified party is treated as a member of a group for VAT purposes.

10. **Delegation of Issuer's duties**

The Issuer shall be entitled in its absolute discretion to delegate to the Manager, or any other person appointed by the Issuer, the carrying out on behalf of the Issuer of any of the Issuer's duties under or in connection with this Agency Agreement and the exercise on behalf of the Issuer of all discretions or decisions which the Issuer is required or entitled to take under or in connection with this Agency Agreement, provided that the Issuer shall not be entitled to and shall not delegate to the Manager or any other person any Issuer Reserved Matters. Any such delegation by the Issuer under this Clause shall not in any way relieve the Issuer from its obligations under this Agency Agreement for which it shall continue to be liable as if no such delegation had taken place.

11. **Indemnity and Limitation of Liability**

11.1 **By the Issuer to each Agent**

Without prejudice to Clause 9.2, the Issuer shall indemnify each Agent and their directors, officers, employees and sub-agents (each, an "Indemnified Party") on an after-Tax basis, against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all proper costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that it may incur or that may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its duties, including for the avoidance of doubt, any third party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with this Agency Agreement or the duties contemplated hereunder, except such as may result solely from its own negligence, fraud, wilful default or material breach of this Agency Agreement or that of its officers, employees or agents.

11.2 **By the Issuer to the Trustee**

The Issuer shall indemnify the Trustee in respect of all liabilities and expenses properly incurred by it or by anyone appointed by it or to whom any of its functions may be delegated by it in the carrying out of its functions and against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that any of them may incur or that may be made against any of them arising out of or in relation to or in connection with its appointment or the exercise of its functions under this Agency Agreement and the transactions contemplated herein.

11.3 **Force majeure**

The Agents shall not be liable for any loss caused by events beyond their reasonable control including any malfunction, interruption or error in the transmission of information caused by any machine or systems or interception of communication facilities, abnormal operating conditions or events of force majeure.

11.4 **Limitation of Liability**

Each Agent shall not be liable for any losses, damages or expenses suffered or incurred by the Issuer other than those resulting directly from:

- (A) negligence, fraud or wilful default on the part of an Agent in the performance and/or exercise by it of its duties and responsibilities under this Agency Agreement; or
- (B) any material breach of this Agency Agreement occasioned by an act of an Agent,

and save in the case of fraud, the maximum aggregate liability of the Agents and their Affiliates, or their directors, officers, employees, or agents under this Agency Agreement (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise) for any damage or other loss howsoever caused arising out of or in connection with this Agency Agreement, or the provision of the agency duties contemplated herein, will be limited to an amount equal to five times the aggregate annual fees payable to the Agents under this Agency Agreement, up to a maximum of EUR 1,000,000 (the "**Liability Cap**"). For the purpose of this Clause 11.4, the Liability Cap shall be calculated in accordance with the fee payable in force and agreed at such time as an event happened to give rise to a claim, and not at the date such event is discovered. For the avoidance of doubt, the aforementioned Liability Cap is the aggregate limitation of liability of the Agents and their Affiliates to be applied in connection with this Agency Agreement, together with any other agreement or agreements entered into by the Agents or their Affiliates (or any entity succeeding to the relevant business) relating to all services provided to the Issuer (including without limitation the Manager and its Affiliates) (the "**Service Offering**").

#### 11.5 **Consequential Loss**

Notwithstanding anything to the contrary in this Agency Agreement, none of the Agents, their Affiliates, nor any of their directors, officers, employees, or agents shall have any liability of any type (including, but not limited to, contractual or tortious liability, including negligence and non-fraudulent misrepresentation, breach of statutory duty, restitution or otherwise), for any:

- (A) special, incidental, indirect or consequential loss or damages; or
- (B) direct or indirect loss of profits or opportunity; or
- (C) loss of goodwill, loss of reputation or customers; or
- (D) any other pure economic loss;

in each case in connection with or arising out of this Agency Agreement or the performance of the duties contemplated hereunder, or in connection with any other aspect of the Service Offering.

Nothing in this Clause 11 excludes or limits liability for death or personal injury caused by an Agent's negligence, liability for fraud by any Agent or any other liability which cannot be excluded by law.

Notwithstanding anything to the contrary in this Agency Agreement, no party to this Agency Agreement shall have any liability whatsoever for any consequential, special, indirect or speculative loss or damages (including loss of profits or loss of opportunity) howsoever caused and whether or not foreseeable.

#### 11.6 **Reliance on third parties**

No Agent shall be liable for any damage or loss suffered arising directly or indirectly out of (a) advice or information supplied to it by or on behalf of the other parties hereto pursuant to this Agency Agreement; or (b) any failure or change in the services provided by Euroclear UK & Ireland;

In the event that an Agent relies on any third parties (including but not limited to, corporate advisers or brokers, Euroclear UK & Ireland, as applicable) to forward, in a timely manner, funds for distribution, documents, materials or information or to otherwise co-operate with

the Agent in order for it to perform its obligations, the Agent shall not be liable for errors, delays or other consequences arising from such person's failure to do so.

#### **11.7 Survival of indemnities and limitations on liability**

Subject to Clause 16, the provisions of this Clause will survive the termination or expiry of this Agency Agreement.

### **12. General**

#### **12.1 No agency or trust**

In acting under this Agency Agreement the Agents shall have no obligation towards or relationship of agency or trust with the holder of any ETP Security of the relevant Class of ETP Securities.

#### **12.2 Holder to be treated as owner**

Except as otherwise required by law, the Issuer and each Agent shall treat, the person registered on the Register as the holder of an ETP Security, as its absolute owner as provided in the Conditions and shall not be liable for doing so.

#### **12.3 No lien**

No Agent shall exercise any lien, right of set-off or similar claim against any holder of an ETP Security of the relevant Class of ETP Securities in respect of moneys payable by it pursuant to this Agency Agreement.

#### **12.4 Taking of advice**

Each Agent may consult on any legal matter any legal or other professional advisers selected by it, who may be employees of or advisers to the Issuer, and it shall not be liable in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with the opinion of such adviser(s). The Manager shall on demand by an Agent pay or discharge the costs of any such advice provided that such Agent must first obtain the consent of both the Manager and the Trustee in respect of (i) the engagement of the relevant professional advisers; and (ii) the cost of the advice sought, such consent not to be unreasonably withheld. For the avoidance of doubt, it shall not be reasonable to withhold any such consent merely because the advice sought may be prejudicial to the interests of the Issuer and/or the Trustee.

#### **12.5 Reliance on documents**

No Agent shall be liable in respect of anything done or suffered by it in reliance on an ETP Security or other document or information from any electronic or other source reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by the proper parties in each case received by it in connection with the performance of its duties under this Agency Agreement.

#### **12.6 Other relationships**

Any Agent and any other person, whether or not acting for itself, may acquire, hold or dispose of any ETP Security or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person, and may act on, or as depositary, trustee or agent for, any committee or body of

holders of securities of any such person, in each case with the same rights as it would have had if that Agent were not an Agent and need not account for any profit.

## 12.7 **Funds received subject to Security**

All funds received from the Issuer in relation to the relevant Class of ETP Securities and held by any Agent, shall be subject to the Security created by or pursuant to the relevant Trust Deed and the relevant Collateral Pool Security Deed.

## 12.8 **Data Protection**

- (A) All parties shall comply at all times with the Data Protection Act 1998 (“**DPA**”) and any regulations made under the DPA.
- (B) Each Agent acknowledges that it will generally hold personal data as a “**Data Processor**” as defined by the DPA and, in such capacity, undertakes that it shall only act on the instructions of the Issuer and in accordance with this Agency Agreement in relation to the processing of any personal data as part of its duties.
- (C) The Issuer authorises each Agent to use and disclose such personal data as is necessary for the performance of this Agency Agreement and/or the Agent’s duties to (i) any person with legal, administrative or regulatory power over the Agent in respect of its duties; (ii) Euroclear UK & Ireland (who may disclose such personal data to any person with legal, administrative or regulatory power over Euroclear UK & Ireland); (iii) Capita IRG Trustees Limited and Capita Hartshead Tracing Solutions Limited, where relevant, or to each Agent’s Affiliates which are involved in carrying out functions related to such Agent’s duties including such Affiliates which are outside the EEA in countries which do not have similar protections in place regarding the information and its use. Each Agent shall ensure that any such Affiliates have put in place proper security measures to ensure at least the same level of protection of the personal data as is required under the DPA.

## 13. **Changes in Agents**

### 13.1 **Appointment and termination**

In relation to the relevant Class of ETP Securities, the Issuer may at any time with the prior written approval of the Trustee appoint additional Agents and/or vary or terminate the appointment of any Agent by giving to the Issuing and Paying Agent or the Registrar, as the case may be, and that Agent at least 90 calendar days’ notice to that effect, which notice shall expire at least 30 calendar days before or after any due date for payment in respect of the ETP Securities. Any such additional Agent will be appointed pursuant to a separate agreement between that Agent, the Issuer, the Manager and the Trustee.

### 13.2 **Resignation**

In relation to the relevant Class of ETP Securities, any Agent may resign its appointment at any time by giving the Issuer, the Manager, the Trustee and the other Agent, at least 90 calendar days’ prior written notice to that effect, which notice shall expire at least 30 calendar days before or after any due date for payment in respect of that Class of the ETP Securities.

### 13.3 **Condition to resignation and termination**

Without prejudice to Clause 13.5, no such resignation or termination of the appointment of an Agent pursuant to Clause 13.1 shall, however, take effect until a replacement Agent

has been appointed and no resignation or termination of the appointment of an Agent shall take effect if this would give rise to a breach of the Conditions or any rules of a Relevant Stock Exchange; provided that if the Issuer shall fail within a period of 30 calendar days of notice of resignation by any relevant Agent to appoint a successor to such Agent in circumstances where a successor for such Agent is required to be appointed pursuant to the Conditions of the relevant Class of ETP Securities, the Agent that has given notice of resignation shall be entitled to select a leading international bank of recognised good standing and repute acceptable to the Issuer and the Trustee to act as successor Agent and the Issuer shall appoint that bank as the successor Agent. The Issuer undertakes to obtain the prior written approval of the Trustee (such approval to be given promptly and not to be unreasonably withheld) to any appointment or termination by it and to take appropriate steps to notify any such resignation, appointment or termination to the holders of the ETP Securities pursuant to Clause 13.8. The payment to any successor Agent and the costs and expenses incurred by the Issuer or the Manager in any termination, resignation or retirement of the relevant Agent shall be solely the responsibility of the Issuer or the Manager (as applicable).

#### **13.4 Change of office**

If an Agent changes the address of its specified office in a city it shall give the Issuer and the Programme Parties at least 60 calendar days' prior written notice of the change, giving the new address and the date on which the change is to take effect.

#### **13.5 Automatic termination**

The appointment of any Agent shall forthwith terminate if that Agent becomes incapable of acting, is dissolved (other than pursuant to a consolidation, amalgamation or merger), is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes a general assignment, arrangement or composition with or for the benefit of its creditors, consents to the appointment of a receiver, examiner, administrator, liquidator or other similar official of either the entity or all or substantially all its assets or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding-up, official management, liquidation or dissolution of such entity (other than pursuant to a consolidation, amalgamation or merger), a receiver, examiner, administrator, liquidator or other similar official of either the entity or all or substantially all its assets is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the entity or its property or affairs for the purpose of liquidation. Upon such termination, the Issuer will appoint a replacement Agent in circumstances where a successor for such Agent is required to be appointed pursuant to the Conditions of the relevant Class of ETP Securities. Any such replacement Agent will be appointed pursuant to a separate agreement between that Agent, the Issuer, the Manager and the Trustee.

#### **13.6 Delivery of records**

If the Issuing and Paying Agent or the Registrar, as applicable, resigns or its appointment is terminated, the Issuing and Paying Agent shall on the date on which the resignation or termination takes effect pay to the new Issuing and Paying Agent any amount held by it for payment in respect of the ETP Securities and the Issuing and Paying Agent or such Registrar, as the case may be, shall deliver to the new Issuing and Paying Agent or Registrar, as applicable, the records kept by it and all documents and forms held by it pursuant to this Agency Agreement.

### 13.7 **Successor corporations**

A corporation into which an Agent is merged or converted or with which it is consolidated or that results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor Agent under this Agency Agreement without further formality. The Agent concerned shall forthwith notify such an event to the other parties to this Agency Agreement.

### 13.8 **Notices**

The Issuer shall give ETP Securityholders and the Trustee at least 30 calendar days' prior written notice of any proposed appointment, termination, resignation or change under Clauses 13.1 to 13.4 of which it is aware and, as soon as reasonably practicable, notice of any succession under Clause 13.7 of which it is aware. The Issuer shall give ETP Securityholders and the Trustee, as soon as reasonably practicable, notice of any termination under Clause 13.5 of which it is aware.

## 14. **Communications**

### 14.1 **Method**

Each communication under this Agency Agreement shall be made by fax, (other than in the case of the Trustee) electronic communication, or otherwise in writing. Each communication or document to be delivered to any party under this Agency Agreement shall be sent to that party at the fax number, postal address or (except in the case of the Trustee) electronic address, and marked for the attention of the person (if any) from time to time designated by that party to the Issuing and Paying Agent and Registrar (or, in the case of the Issuing and Paying Agent or Registrar, by it to each other party) for the purpose of this Agency Agreement. The initial fax number, postal address, (except in the case of the Trustee) electronic address and person(s) so designated by each party are as set out in the signature pages of this Agency Agreement.

### 14.2 **Deemed receipt**

Any communication from any party to any other under this Agency Agreement shall be effective (i) (if by fax) when the relevant delivery receipt is received by the sender, (ii) (if by recorded delivery or courier) on the day it is delivered and (iii) (if by electronic communication) when the relevant receipt of such communication being read is given or where no read receipt is required by the sender, at the time of sending, *provided that* no delivery failure notification is received by the sender within 24 hours of sending such communication, *provided that* any communication which is received (or deemed to have been received or have taken effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Agency Agreement which is to be sent by fax or electronic communication will be written legal evidence. A copy of any communication to any of the other Agents shall be sent to the Issuing and Paying Agent or the Registrar at its designated postal address, electronic address or fax number, as appropriate, for the attention of the Issuing and Paying Agent's or the Registrar's designated person.

## 15. **Notices**

### 15.1 **Publication**

On behalf of and at the request of the Issuer but at the expense of the Manager, the Issuing and Paying Agent or the Registrar, as the case may be, shall arrange for the publication of all notices to holders of the ETP Securities to be given by the Issuer in accordance with this Agency Agreement and the Conditions. Notices to ETP Securityholders shall be published in accordance with the Conditions and, unless the Trustee otherwise directs, shall only be published in a form which has been approved by the Trustee prior to such publication.

### 15.2 **Publication by the Issuer**

Any notice to the ETP Securityholders published by the Issuer which is not published through the Issuing and Paying Agent or the Registrar shall be copied to the Issuing and Paying Agent or the Registrar, as the case may be, prior to or contemporaneously with its publication.

### 15.3 **Notices from ETP Securityholders**

Each of the Issuing and Paying Agent and the Registrar shall promptly forward to the Issuer any notice received by it from an ETP Securityholder.

### 15.4 **Copies to the Trustee**

The Issuer or, in the case of notices to be published by the Issuing and Paying Agent or the Registrar, the Issuing and Paying Agent or the Registrar, as the case may be, on behalf of the Issuer shall promptly submit to the Trustee two copies of the form of every notice to be given to ETP Securityholders for approval prior to publication and send to the Trustee two copies of every such notice once published.

### 15.5 **Notices to be in English**

Any notice delivered by the Issuer to an Agent must be in the English language or accompanied by a certified translation in English.

## 16. **Limited Recourse and Non-Petition**

### 16.1 **Limited Recourse**

Each party to this Agency Agreement acknowledges and agrees that, in respect of any claim against the Issuer in connection with any relevant Class of ETP Securities or otherwise (whether arising under the relevant Trust Deed, the general law or otherwise), it shall only have recourse in the case of any claim whether secured or unsecured to the Class Secured Property and/or the Collateral Pool Secured Property, as applicable, in respect of the relevant Class of ETP Securities, subject always to the Security constituted by the relevant Trust Deed and/or the relevant Collateral Pool Security Deed, as applicable, and not to any other assets of the Issuer. Any unsecured claim by a party to this Agency Agreement and any claims against the Issuer of any other unsecured creditors of the Issuer who have agreed to limit their recourse in respect of such claim to such Class Secured Property and/or Collateral Pool Secured Property on the same terms (*mutatis mutandis*) as this Clause 16.1 shall be reduced *pro rata* so that the total value of all unsecured claims against the Issuer in respect of the relevant Class of ETP Securities shall not exceed the aggregate value of such Class Secured Property and such Collateral Pool Secured Property after meeting claims secured thereon and the claims of any other

creditors of the Issuer who have not agreed to limit their recourse to the specified assets of the Issuer. If, following realisation in full of the Class Secured Property and the Collateral Pool Secured Property (whether by way of liquidation or enforcement) and application of available cash sums as provided in Condition 6.4, this Clause 16 and the relevant Collateral Pool Security Deed, as applicable, any outstanding claim against the Issuer whether secured or unsecured remains unpaid, then such outstanding claim shall be extinguished and no debt shall be owed by the Issuer in respect thereof. Following extinguishment in accordance with this Clause 16, none of the parties to this Agency Agreement, any other Programme Party, the ETP Securityholders or any other person acting on behalf of any of them shall be entitled to take any further steps against the Issuer or any of its officers, shareholders, corporate service providers or directors to recover any further sum in respect of the extinguished claim and no debt shall be owed to any such persons by the Issuer in respect of such further sum.

#### 16.2 **Non-Petition**

None of the Programme Parties, the ETP Securityholders or any person acting on behalf of any of them may at any time bring, institute, or join with any other person in bringing, instituting or joining, insolvency, administration, bankruptcy, winding-up, examinership or any other similar proceedings (whether court-based or otherwise) in relation to the Issuer or any of its assets, and none of them shall have any claim arising with respect to the assets and/or property attributable to any other securities issued by the Issuer (save for any further securities which form a single class with the relevant Class of ETP Securities).

#### 16.3 **Survival**

The provisions of this Clause 16 shall survive notwithstanding any redemption of the relevant Class of ETP Securities or the termination or expiration of this Agency Agreement.

#### 16.4 **Enforcement**

Each Agent acknowledges and agrees that only the Trustee may enforce the Security over the Class Secured Property and only the Security Trustee may enforce the Security over the Collateral Pool Secured Property in accordance with, and subject to the terms of, the relevant Trust Deed and the relevant Collateral Pool Security Deed respectively.

### 17. **Governing Law and Submission to Jurisdiction**

#### 17.1 **Governing law**

This Agency Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

#### 17.2 **Submission to jurisdiction**

The courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agency Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agency Agreement (“**Proceedings**”) may be, brought in such courts. Each of the Issuer and any party incorporated outside England irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of the other parties to this Agency Agreement and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more

jurisdictions preclude any of them from taking Proceedings in any other jurisdiction (whether concurrently or not).

### **17.3 Service of process**

The Issuer and the Manager will appoint Boost ETP LLP of 4th Floor, 33 Sun Street, London, EC2M 2PY and the Issuing and Paying Agent will appoint Capita IRG Trustees Limited of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU as their respective agents to receive, for and on their behalf, service of process in any Proceedings in England. Service of process on such agent shall be deemed valid service upon the relevant party whether or not it is forwarded to and received by such party. Each party appointing a process agent shall inform all other parties in writing of any change in its process agent's address within 28 calendar days of such change. If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the relevant party irrevocably agrees to appoint a substitute process agent in England reasonably acceptable to the other parties and to deliver to each of the other parties a copy of the substitute process agent's written acceptance of that appointment, within 14 calendar days. Each party appointing a process agent irrevocably consents to any process in any Proceedings anywhere being served by mailing a copy by registered post to it in accordance with Clause 14. However, nothing in this Clause 17.3 shall affect the right to serve process in any other manner permitted by law.

**SCHEDULE 1 : FORM OF SECURITYHOLDER NOTICE AND DIRECTION**

The Law Debenture Trust Corporation p.l.c. (the "Trustee")  
Fifth Floor, 100 Wood Street  
London EC2V 7EX  
United Kingdom

[Date]

**Securityholder Notice and Direction**

Dear Sirs

**Up to [insert description of ETP Securities] issued by Boost Issuer Public Limited Company (the "Issuer") under its Collateralised ETP Securities Programme (the "ETP Securities")**

Capitalised terms used but not defined herein shall have the meanings given to them in the terms and conditions of the ETP Securities (the "Conditions") and the Master Trust Deed relating to the Class, between, amongst others, the Issuer and the Trustee.

I/We, being the holder(s) of the ETP Securities specified below hereby give notice pursuant to Condition 8.9(D) that a Publication Failure Event has occurred and is continuing as at the date of this notice and attach publicly available information evidencing the occurrence of such event.

ETP Securityholder .....

Address .....

Date .....

Number of ETP Securities held by the ETP Securityholder to which this Securityholder Notice and Direction relates: [•]

CREST Participant ID: [•]I/we hereby irrevocably direct you to deliver as soon as reasonably practicable a Publication Event Redemption Notice pursuant to Condition 8.9(D) of the ETP Securities. I/We acknowledge and agree that this Securityholder Notice and Direction shall not take effect and the Trustee shall not be obliged to comply with this Securityholder Notice and Direction unless and until the Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction in accordance with the Trustee's standard form of indemnity (obtainable from the Trustee on request) by ETP Securityholder(s) who have submitted a Securityholder Notice and Direction(s).

Yours sincerely

Name: .....

Dated: .....

Received by Trustee on: .....

Signature of Trustee: .....

At its office at ..... on .....

[Enc.]

Notes:

1. The ETP Securityholder(s) must arrange with CREST and the Registrar, as applicable, for their Securities to be blocked to the order of the Trustee, so that the Trustee can aggregate the number of ETP Securities in respect of which the Securityholder Notice and Direction(s) have been received to determine whether holders of at least one-fifth in number of the outstanding ETP Securities wish the Trustee to give a Publication Event Redemption Notice. Directions given under the Securityholder Notice and Direction(s) (and in respect of which ETP Securities have been blocked) will remain in place until an ETP Securityholder notifies the Trustee that he wishes his ETP Securities to be unblocked.
2. In order to ensure that any indemnities provided are satisfactory to the Trustee, the form of indemnity for each ETP Securityholder to sign will be provided directly to each ETP Securityholder who contacts the Trustee and provides the Trustee through CREST and the Registrar, with full contact details and confirmation of his holding of ETP Securities. Thereafter, the Trustee may ask for evidence of legal status and credit status as well as evidence as to due authorisation and execution of any indemnity provided. The indemnity will also require ETP Securityholders to appoint an agent for service of process in England in order that the Trustee may be satisfied that it can enforce the indemnity if it is necessary to do so.
3. In order to ensure equal treatment, the form of the indemnity will not be negotiable, it will be unlimited and will provide that the Trustee can call on any indemnifying ETP Securityholder to indemnify the Trustee in full for all costs, liabilities and expenses it may incur. It will also provide that any ETP Securityholder who is called upon to provide funds under the indemnity should be able to seek a contribution from others who have given an indemnity, but the Trustee will not accept any responsibility to any ETP Securityholders for ensuring that indemnities are given by other ETP Securityholders, for the enforceability of indemnities given by other ETP Securityholders, that any right of contribution is enforceable against any other ETP Securityholder or for the credit status of any other ETP Securityholders. So that ETP Securityholders between themselves can seek to enforce the right of contribution, the indemnity will also provide that the identity of an indemnifying ETP Securityholder may be revealed to other ETP Securityholders who have given an indemnity.
4. If it transpires that there is only one ETP Securityholder, the requested indemnity will be in shorter form.
5. This notice may be completed by or on behalf of the person entered in the Register as the holder of such ETP Securities.

**AGENCY AGREEMENT**

**EXECUTION PAGE**

**The Issuer**

**BOOST ISSUER PUBLIC LIMITED COMPANY**

AIB International Centre  
International Financial Services Centre  
Dublin 1  
Ireland

Telephone: +353 1 8740777  
Fax: +353 1 8743050  
Email: boostissuerplc@capitaifs.com  
Attention: The Directors (Boost Issuer Public Company Limited)

By:



**The Trustee**

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Fifth Floor, 100 Wood Street  
London EC2V 7EX  
United Kingdom

Fax: +44 (0)20 7606 0643  
Attention: The Manager, Commercial Trusts (Trust Code: 200084)

By:

**AGENCY AGREEMENT**

**EXECUTION PAGE**

**The Issuer**

**BOOST ISSUER PUBLIC LIMITED COMPANY**

AIB International Centre  
International Financial Services Centre  
Dublin 1  
Ireland

Telephone: +353 1 8740777  
Fax: +353 1 8743050  
Email: boostissuerplc@capitaifs.com  
Attention: The Directors (Boost Issuer Public Company Limited)

By:

**The Trustee**

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Fifth Floor, 100 Wood Street  
London EC2V 7EX  
United Kingdom

Fax: +44 (0)20 7606 0643  
Attention: The Manager, Commercial Trusts (Trust Code: 200084)

By:

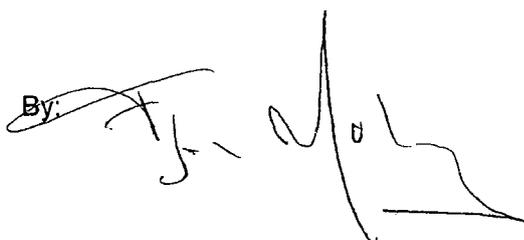


**The Issuing and Paying Agent**

**CAPITA INTERNATIONAL FINANCIAL SERVICES (IRELAND) LIMITED**

AIB International Centre,  
International Financial Services Centre,  
Dublin 1,  
Ireland

Telephone: +353 1 8740777  
Fax: +353 1 8743050  
Email: ifs@capitaifs.com  
Attention: Client Services Manager (Boost Issuer Public Company Limited)

By:  

**The Registrar**

**CAPITA IRG TRUSTEES LIMITED**

The Registry,  
34 Beckenham Road,  
Beckenham, Kent  
BR3 4TU  
United Kingdom

Telephone: +44 20 8639 2267  
Fax: +44 20 8639 2487  
Email: ETF@capitaregistrars.com  
Attention: Relationship Manager (Boost Issuer Public Company Limited)

By:

**The Issuing and Paying Agent**

**CAPITA INTERNATIONAL FINANCIAL SERVICES (IRELAND) LIMITED**

AIB International Centre,  
International Financial Services Centre,  
Dublin 1,  
Ireland

Telephone: +353 1 8740777  
Fax: +353 1 8743050  
Email: [ifs@capitaifs.com](mailto:ifs@capitaifs.com)  
Attention: Client Services Manager (Boost Issuer Public Company Limited)

By:

**The Registrar**

**CAPITA IRG TRUSTEES LIMITED**

The Registry,  
34 Beckenham Road,  
Beckenham, Kent  
BR3 4TU  
United Kingdom

Telephone: +44 20 8639 2267  
Fax: +44 20 8639 2487  
Email: [ETF@capitaregistrars.com](mailto:ETF@capitaregistrars.com)  
Attention: Relationship Manager (Boost Issuer Public Company Limited)

By:



**The Manager**

**BOOST MANAGEMENT LIMITED**

12 Castle Street  
St Helier  
Jersey JE2 3RT

Telephone: + 44 1534 847201  
Fax: + 44 1534 847001  
Email: aidan.offanagan@capita.je  
Attention: Aidan O'Flanagan

By:  