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Irrevocable Power of Attorney

EITHER (in case of legal entities)

Full name legal entity[[1]](#footnote-1) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity type [[2]](#footnote-2) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Province : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal code : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acting on behalf of the

following MPC Claimant(s)

(if applicable)[[3]](#footnote-3) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which entity is legally entitled and has the required corporate authority to enter into any of the legal acts as referred to under (i) through (xi) below, which are the subject of this power of attorney (the “**Power of Attorney**”), on behalf of itself and/or (a) MPC Claimant(s) that it represents[[4]](#footnote-4),

OR (in case of natural persons)

Last name[[5]](#footnote-5) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First names in full : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-signature required by (if

applicable)[[6]](#footnote-6) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Basis to act in the legal

capacity of representative

(if applicable)[[7]](#footnote-7) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Province : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal code : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereafter, the “**Grantor**” (*volmachtgever*)

**hereby irrevocably grants full power of attorney to:**

**[ADD NAME/NAMES OF AGENT]** [each of them severally], with the power of substitution ([each an] / [the] “**Agent**”) (*gevolmachtigde*),

**to, on behalf of the Grantor:**

1. conduct discussions and negotiations with any of Steinhoff International Holdings N.V. (“**SIHNV**”) and Steinhoff International Holdings Proprietary Limited (“**SIHPL**”) and/or external auditors (including Deloitte Accountants B.V. and Deloitte & Touche South Africa), audit firms, insurers (including the D&O insurance carriers), advisers and their current and former personnel, partners, direct and indirect shareholders, direct and indirect group entities and insurers, as well as (current and former) (managing and supervisory) directors, court-appointed administrators or other insolvency practitioners and any of their advisors and personnel, any (members of a) court-appointed committee of representation and/or officers of Steinhoff Group Companies (as defined below) (“**Related Parties**”) with the aim of negotiating and entering into or acceding to settlement agreement(s) and/or related settlement documentation in relation to alleged claims with respect to certain events that are alleged to have occurred in relation to mismanagement (*wanbeleid*), accounting irregularities, market manipulation, misstatements, misrepresentation of and otherwise misleading annual accounts and other financial reporting, including in prospectuses published by and/or other public statements made by Steinhoff Group Companies (as defined below), together with allegations of improper fulfilment of duties by any auditor, accountant, adviser, managing or supervisory director, officer or employee of Steinhoff Group Companies, which may be alleged or have been alleged to have caused SIHNV and/or SIHPL and/or other Steinhoff Group Companies and/or vendors of assets to, or funders or other creditors of, Steinhoff Group Companies and/or investors or other parties who own or owned Steinhoff Group Company securities at any relevant time to suffer loss, whether directly or indirectly (collectively, the “**Events**”) (such alleged claims hereafter being referred to as “**Alleged Claim**”), pursuant to which agreement(s) or related documentation the Grantor shall release, relinquish and/or lower claims against:
2. SIHNV and each of its affiliates and subsidiaries from time to time, which includes, for the avoidance of doubt, SIHPL (jointly, the “**Steinhoff Group Companies**”);
3. all (managing and supervisory) directors, officers and other personnel of the Steinhoff Group Companies who work or have worked for, or been associated in some other way with a Steinhoff Group Company; and
4. all other Related Parties,

in consideration for compensation on the basis of a verified and approved claim against any of the parties as referred to under (a) through (c) above under the terms of a Settlement as defined below (a “**Settlement Claim**”);

1. sign, execute and deliver (a) settlement agreement(s) with, *inter alia*,any of the Steinhoff Group Companies and/or Related Parties, which may (also) provide for the entering into collective settlement proceedings as referred to under (iv) below, and/or (b) an accession letter on the basis of which the Grantor accedes to such settlement agreement(s) and/or (c) related settlement documentation (including, but not limited to, any deeds, agreements (including, but not limited to a global settlement support agreement or letter), accession letters, powers of attorney, notices, acknowledgements, letters, statements, certificates and other documents), each of (a), (b) and (c) above in this paragraph (ii) with respect to any settlement in relation to the Events as set out under (i) above, including providing waivers or amendments and any submission to jurisdiction of courts, arbitration, mediation or binding advisors as included therein (a “**Settlement**”);
2. submit any information required by the Claims Administrator (as defined below), with respect to the [Grantor’s Alleged Claim] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents][[8]](#footnote-8) against any of the Steinhoff Group Companies and/or Related Parties in relation to the Events, including but not limited to:
3. the type, number and identity of SIHNV and/or SIHPL shares or any bonds issued by any Steinhoff Group Company guaranteed by SIHNV or SIHPL purchased, sold and held at a certain moment in time or over a certain period of time;
4. evidence and related documentation (in electronic format), including, but not limited to, original (or legible copies of) broker confirmation slips, monthly (or, if not available, quarterly) brokerage statements or custodian bank statements and accompanying electronic spreadsheets or other similar documents confirming the particulars of the information provided under (iii)(a); and
5. identification, contact and banking details of the Grantor,

to the parties to a Settlement, third parties involved in the implementation of a Settlement, the (to be) appointed claims administrator (the “**Claims Administrator**”) and the (to be) incorporated Dutch law foundation (*stichting*) Steinhoff Recovery Foundation and/or an equivalent South African entity and/or any foreign affiliates (“**SRF**”) to verify whether the Grantor is eligible for distribution and to determine the amount of such distribution, as well as agreeing to a waiver and release of any claims that may arise against, and to exclusions of liability of, any of such third parties and their individual (current or former) board members and supporting staff, the Steinhoff Group Companies and the Related Parties in relation to their performance of their role in connection with the implementation of a Settlement;

1. perform all necessary acts in relation to the rights of the Grantor [as a holder of one or more Alleged Claims] against any of the Steinhoff Group Companies and/or Related Parties, in respect of the implementation and/or execution of a Settlement, including by way collective settlement proceedings (for the avoidance of doubt, including, but not limited to, proceedings to obtain court approval (whether in the court of first instance or on any appeal or review) of any collective settlement agreements, plan or proceedings under the Dutch Act on Collective Settlement of Mass Damages (*Wet Afwikkeling Massaschade* or “**WCAM**”), Dutch suspension of payment proceedings under the Dutch Bankruptcy Act, Dutch bankruptcy proceedings under the Dutch Bankruptcy Act, a Dutch scheme procedure under the *Wet homologatie onderhands akkoord*, South African proceedings pursuant to section 155 of the South African Companies Act (2008) (an“**S.155 Procedure**”), South African class settlement certification proceedings, or any other similar reorganisation measures, bankruptcy proceedings, pre-insolvency schemes and/or settlement proceedings in any relevant jurisdiction as applicable), *inter alia* by, to the extent applicable:
2. submitting the information referred to under (iii) above with the Claims Administrator, as well as any supplemental information required by the Claims Administrator in its sole discretion and required to fulfil the claims administration duties outlined in a Settlement;
3. authorising the Claims Administrator to provide periodic and ad hoc reporting on [the Grantor’s Alleged Claim and/or Settlement Claim] / [the Alleged Claim(s) and/or Settlement Claim of (a) MPC Claimant(s) the Grantor represents], and all related documents to SRF;
4. representing the Grantor in proceedings to obtain a compensation under a Settlement on the basis of the WCAM, including, but not limited to, granting a waiver of the Grantor’s right to opt-out of such Settlement if declared binding by the Amsterdam court of appeal, and doing all such things and taking all other action and/or measures as otherwise prescribed by Dutch law or imposed by any court;
5. submitting [the Grantor’s Alleged Claim] / [the Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents] with the Claims Administrator or the administrators (*bewindvoerders*) for admission in Dutch suspension of payment proceedings, with the bankruptcy trustee (*curator*) for admission in Dutch bankruptcy proceedings or otherwise submitting such claim(s) for admission in Dutch scheme procedure under the *Wet homologatie onderhands akkoord*, respectively, under the Dutch Bankruptcy Act and doing all such things and taking all other action and/or measures as otherwise prescribed by Dutch law or imposed by any court;
6. voting at the voting hearing in favour of a composition plan (*ontwerpakkoord*) on the Grantor’s behalf on the basis of the [Grantor’s Alleged Claim] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents] filed with the Claims Administrator, an administrator or a bankruptcy trustee (including where such composition plan has been amended, supplemented, restated or adapted from time to time) and take all actions stipulated by the Dutch Bankruptcy Act and/or pursuant to the voting procedure and doing all such things and taking all other action and/or measures as otherwise prescribed by Dutch law or imposed by any court;
7. expressing support in favour of a composition plan (*ontwerpakkoord*) on the Grantor’s behalf, including in the event that the Dutch court appoints a committee of representatives within the meaning of Section 281e of the Dutch Bankruptcy Act in Dutch suspension of payment proceedings;
8. doing all such things and taking all other action and/or measures required for the implementation of an S.155 Procedure, including, but not limited to, lodging claims with the receiver responsible for assessing the claims of disputed creditors, voting at the meeting of the Grantor’s [(or the MPC Claimant(s) it represents)] respective class of creditors (or appoint a representative to do so by proxy), participating in any dispute resolution mechanism provided for in a proposal pursuant to an S.155 Procedure and approving any amendment, modification or variation of any provision of a proposal pursuant to an S.155 Procedure;
9. doing all such things and taking all other action and/or measures as otherwise prescribed by South African law or imposed by any South African Regulatory Authority (including, but not limited to, the South African Reserve Bank and the South African Revenue Services) or court in relation to such proceedings; and
10. appointing or instructing a third party to perform the actions referred to under (a) through (h) above;
11. collect, receive, verify, hold for further distribution and administrate any and all payments from (any of) the Steinhoff Group Companies, SRF and the Related Parties made with respect to the [Grantor’s Settlement Claims] / [Settlement Claim(s) of (a) MPC Claimant(s) the Grantor represents], enter into any agreement or arrangement in respect of (the form of) such payments and agree to relevant exclusions of liability in respect of relevant aforementioned persons, pursuant to a Settlement;
12. grant the Steinhoff Group Companies, SRF and its individual (current and former) board members and supporting staff, and the Related Parties a full, final and irrevocable release and waiver under any law from any and all claims and liabilities, including the [Grantor's Alleged Claims] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents], pursuant to the terms of a Settlement;
13. agree to take any required action to suspend, withdraw and/or terminate (with the Grantor (or the MPC Claimant(s) it represents) bearing its own costs) any litigation or other proceedings in any forum in relation to the Events and/or the Allegations against any of the Steinhoff Group Companies and Related Parties, regardless of the mechanism of suspension, withdrawal and/or termination which may be decided upon at a later time, request for exclusion or irrevocable waiver of rights in any pending or future class action or collective action with respect to the [Grantor’s Alleged Claims] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents], agree to abandon or forbear from commencing or exercising any new action, demand, rights or remedies against any of the Steinhoff Group Companies and Related Parties in relation to the Events and/or the Allegations and agree to suspend time for all purposes of any defence or argument based on statute of limitations (*verjaring*), limitation, time bar, laches, delay or any similar principle limitation defence in relation to the Events and/or Allegations and/or withdraw and waive any act of interruption under any law in relation to the Alleged Claims;
14. indemnify and hold harmless any of the Steinhoff Group Companies and Related Parties in respect of any and all liabilities and costs arising out of the Grantor’s assertion or pursuit (whether by legal proceedings or otherwise in any jurisdiction) of any potential recourse / ricochet claim and/or the assertion or pursuit (whether by legal proceedings or otherwise in any jurisdiction) of an Alleged Claim by any of the MPC Claimants the Grantor claims to represents, other than in the context of the submission of its claim as set out under (iv) above;
15. if applicable, inform any of the Steinhoff Group Companies, SRF, the Claims Administrator and the Related Parties that the Grantor has joined or registered with the Agent as claimant representative in relation to the [Grantor’s Alleged Claims] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents];[[9]](#footnote-9)
16. agree to be subject to inquiry by the Claims Administrator and, if applicable, to the to be established dispute committee (the “**Dispute Committee**”) with respect to the eligibility, validity and/or amount of an Alleged Claim for compensation made on behalf of the Grantor and, with respect to any other dispute, claim or action the Grantor may have against any of the Steinhoff Group Companies and Related Parties arising out of or in connection with a Settlement, to submit such dispute to mediation, arbitration or otherwise as contemplated by such Settlement; and
17. generally do all such things and take all such other action and/or measures the Agent may deem necessary or useful:
18. in respect of (i) through (x) above and in relation to any Dutch, German and/or South African processes aimed at achieving and finalising a Settlement; and
19. to support, facilitate, implement, consummate or otherwise give effect to a Settlement.

Claims filing

In order for the Agent to (on behalf of the Grantor) file the [Grantor’s Alleged Claim] / [Alleged Claim(s) of (a) MPC Claimant(s) the Grantor represents] against any of the Steinhoff Group Companies, the Related Parties and SRF for compensation under a Settlement, if any, the Grantor must complete and sign this Power of Attorney. Execution of this Power of Attorney, however, does not mean that the Grantor will receive any compensation under a Settlement. Eligibility for compensation is determined in accordance with the settlement documentation and proceedings, initially by the Claims Administrator and conclusively by the SRF.

Representations and warranties

The Grantor (if applicable, on behalf of the MPC Claimant(s) it represents) makes the following representations and warranties to the Agent and each of the Steinhoff Group Companies and Related Parties on the date of this Power of Attorney in each case by reference to the facts and circumstances existing on the date hereof:

1. (only in the case of natural persons) he/she has full legal capacity (*is handelingsbekwaam*), has not been placed under tutelage (*onder curatele gesteld*), has not been granted suspension of payments (*surseance verleend*) or declared bankrupt (*failliet verklaard*) or be subject to a debt rescheduling (*schuldsanering*), the administration over his/her assets has not been entrusted to another person (*onder bewind gesteld*) and has been declared of age in respect of the execution of this Power of Attorney;
2. it is duly incorporated (if a legal person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
3. (only in the case of legal persons) it has not had its assets placed under administration (*onderbewind gesteld*) and has not been (i) dissolved (*ontbonden*), merged (*gefuseerd*) or split up (*gesplitst*), (ii) subjected to any prevention, intervention and resolution measures (including the preparation of a transfer plan) under the Financial Supervision Act (*Wet op het financieel toezicht*) (iii) subjected to any one of the insolvency proceedings listed in Annex A to Regulation (EU) 2015/848 on insolvency proceedings (recast) or any insolvency proceedings under the Insolvency Act 24 of 1936 as read with the Companies Act 71 of 2008 and Chapter XIV if the Companies Act 61 of 1973 or any analogous proceedings in any jurisdiction, including bankruptcy (*faillissement*) and suspension of payments (*surseance van betaling)*, (iv) registered as preparing for a pre-insolvency scheme (*akkoord*) or subjected to the appointment of a restructuring expert (*herstructureringsdeskundige*) or (v) liquidated (whether provisionally or finally) or deregistered or placed under business rescue or any analogous proceedings;
4. it is legally entitled and has the required corporate authority to,on behalf of itself and/or the MPC Claimant(s) it represents, to enter into any of the legal acts as referred to under (i) through (xi) above, which are the subject of this Power of Attorney;
5. the Alleged Claim is not encumbered (including, but not limited to, any claim, charge, mortgage, lien, restriction, assignment, option, equitable right, power of sale, pledge, hypothecation, security interest, usufruct, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing), transferred or assigned to another party and there is no attachment levied on the Alleged Claim, in such way that the Grantor cannot freely make use of its Alleged Claim as envisaged in this Power of Attorney;
6. the obligations expressed to be assumed by the Grantor in this Power of Attorney are legal, valid, binding and enforceable;
7. the entry into and performance by the Grantor of, and the transactions contemplated by, this Power of Attorney and a Settlement do not and will not conflict with any law or regulation applicable to it or its constitutional documents (if applicable);
8. the Grantor has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of this Power of Attorney and all documentation in relation to a Settlement and (subject to the fulfilment of any conditions to the implementation and consummation of a Settlement) the transactions contemplated by this Power of Attorney;
9. payments of compensation to the Grantor under a Settlement, if any, will be for the benefit of the beneficial owner(s) of the shares in relation to which the Grantor asserts to have an Alleged Claim or in relation to which the MPC Claimants that the Grantor represents assert to have an Alleged Claim;
10. all authorisations required for the execution and performance by the Grantor of this Power of Attorney and any and all documentation in relation to a Settlement, including the filing of an Alleged Claim against any of the Steinhoff Group Companies and Related Parties for compensation under a Settlement, and (subject to the fulfilment of any conditions to the implementation and consummation of a Settlement) the transactions contemplated by this Power of Attorney have been obtained or effected and are in full force and effect;
11. the Grantor’s statements made in this Power of Attorney and the documents submitted hereto are complete, true and accurate; and
12. without the written approval of the Agent, it will not assign or transfer any of its rights and obligations in relation to any of its Alleged Claims after the date of this Power of Attorney.

**Miscellaneous**

The Grantor, or, to the extent applicable, its legal successors or heirs, shall and is (are) obliged to immediately inform the Agent of:

1. any changes in relation to its data as set out in the preamble of this Power of Attorney; and
2. the occurrence of any of the events as set out in section 3:72 under a of the Dutch Civil Code (death, placement under guardianship (*ondercuratelestelling*) or bankruptcy (*faillissement*) of the Grantor or the event in which a debt restructuring scheme for natural persons (*schuldsaneringsregeling natuurlijke personen*) is declared applicable to the Grantor).

The Grantor shall hold harmless and fully indemnify the Agent for any losses, claims, damages and liabilities that the Agent may incur in connection with the acts performed or omitted by the Agent within the scope of this Power of Attorney, including, but not limited to, its role in negotiating and implementing a contemplated Settlement.

The Grantor acknowledges that, in the event a Settlement as set out in this Power of Attorney is finalised and entered into on behalf of the Grantor, the Agent will potentially receive a monetary compensation for the costs incurred and efforts made by the Agent in relation thereto from a Steinhoff Group Company, Related Party and/or other company to be designated.

The Grantor declares that this Power of Attorney expressly applies to situations where [any of] the Agent[s] also act[s] as the Grantor’s counterparty or as representative of the Grantor’s counterparty (*Selbsteintritt*).

The Grantor declares that this Power of Attorney expressly includes the authority for the Agent to delegate its authority hereunder in part or in whole to one or more sub-attorneys by way of a written sub-power of attorney (*ondervolmacht*).

This Power of Attorney is irrevocable and will continue to be in full force and effect until the Agent has terminated this Power of Attorney for any cause, in which case it must immediately notify SIHNV, SIHPL, SRF and the Claims Administrator.

This Power of Attorney is governed by the laws of the Netherlands.

Signature Page

**the Grantor**:

|  |
| --- |
|  |
|  |
| Name: |
| Title / capacity\*: |

Date:

|  |  |
| --- | --- |
|  |  |
|  |  |
| Name: |  |
| Title / capacity\*: |  |

Date:

|  |
| --- |
| \*If signed by or behalf of the Grantor in its capacity as representative (e.g. as nominee or by power of attorney, counsel, agent): **Please submit proof that you are authorised to sign this Power of Attorney**. |

1. Insert here the name of the entity that is providing this Power of Attorney. [↑](#footnote-ref-1)
2. E.g. private company with limited liability. [↑](#footnote-ref-2)
3. If acting in a representative capacity (e.g. you are a custodian, asset manager or other party that acts on behalf of the underlying beneficial owners of Steinhoff Shares), please insert all names and further details (as requested under “in case of legal entities” or “in case of natural persons”, as applicable) of the MPC Claimants represented by the entity that is mentioned under “Full name legal entity”. If needed, you can add an annex with a list of the names of the MPC Claimants that you represent. [↑](#footnote-ref-3)
4. **Please note that in case you provide this power of attorney in your capacity of representative of MPC Claimants, you must provide evidentiary documentation that you are validly authorised to act on behalf of the underlying beneficial owners in respect of their claims, i.e. by providing an explicit power of attorney or an agreement with the underlying beneficial owner.** [↑](#footnote-ref-4)
5. The person legally entitled to the Alleged Claim (as defined below). [↑](#footnote-ref-5)
6. E.g. by spouse or in case shares are jointly held. [↑](#footnote-ref-6)
7. E.g. as parent, guardian, administrator. **Please submit documentary proof of such representative capacity.**  [↑](#footnote-ref-7)
8. As mentioned above, please note that in case you provide this power of attorney in your capacity of representative of MPC Claimants, you must provide evidentiary documentation that you are validly authorised to act on behalf of the underlying beneficial owners in respect of their claims, i.e. by providing an explicit power of attorney or an agreement with the underlying beneficial owner. [↑](#footnote-ref-8)
9. **Documentary evidence of such registration in the form of a written agreement, registration form, support letter, by evidence of payment of a membership fee to the Agent to be attached to this Power of Attorney.** [↑](#footnote-ref-9)