

Appendix 7 to the Clearing Conditions of Eurex Clearing AG:

## Pledge Agreement

relating to pledges of Eligible Margin Assets in the form of Securities and pledges of eligible Securities as Contributions to the Default Fund

As of 01.03.2025

This agreement (the “**Agreement**”) is dated the last date set out on the signature page hereof and entered into

**BETWEEN:**

(1) \_\_\_\_\_  
legal name  
 acting through /  having its ( registered) office at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ as Clearing Member (the “**Clearing Member**”); [and]<sup>1</sup>

(2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (Amtsgericht) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany (“**Eurex Clearing AG**”)[.]; and]

[(3) \_\_\_\_\_  
legal name  
 acting through /  having its ( registered) office at  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ as third-party account holder designated by the Clearing Member in accordance with this Agreement (the “**Third-Party CM Account Holder**”).]<sup>2</sup>

The Clearing Member[.]; [and] Eurex Clearing AG [and the Third-Party CM Account Holder] are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context

\_\_\_\_\_

<sup>1</sup> Text in square brackets marked in grey [ ] shall apply if the pledges only relate to accounts/sub-accounts held by the Clearing Member.  
<sup>2</sup> Text in square brackets marked in blue [ ] shall apply if the pledges relate to one or more (sub-)account(s) held by a Third-Party CM Account Holder in accordance with Chapter I Part 1 Number 3.6 of the Clearing Conditions.

requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

**WHEREAS:**

- (A) The Clearing Member and Eurex Clearing AG have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions as Appendix 1 (as the same may have been or will be amended from time to time, the “**Clearing Agreement**”).
- (B) The Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing Margin in accordance with the Elementary Clearing Model Provisions and/or the ISA Provisions and/or Contributions to the Default Fund (in respect of itself or in its capacity as Clearing Agent for its ISA Direct Clearing Members in accordance with the General Clearing Provisions), respectively. The Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or any relevant competent authority register, if such registration is required for the creation or enforceability of a security interest or if Eurex Clearing AG considers a registration of such security interest expedient.
- (C) [Subject to compliance with applicable laws, the limitations set out in the Clearing Conditions and the provisions of this Agreement, pledges for purposes of providing Margin may, under certain conditions, also be granted by the Clearing Member if the pledged Eligible Margin Assets are credited to a specific account held by the Third-Party CM Account Holder.]

**NOW THEREFORE**, the Parties agree as follows:

**1 Clearing Conditions**

This Agreement incorporates by reference the Clearing Conditions (including all rules and conditions which are incorporated by reference therein (the “**Referenced Conditions**”)) as amended from time to time. The Clearing Conditions may be viewed and printed out on the Eurex Clearing Website. The Referenced Conditions may be obtained from Eurex Clearing AG upon request.

**2 Granting of Pledges**

**2.1 Securities Accounts**

Each of the following securities accounts or sub-accounts for which account details are provided below have been established:

**2.1.1 German Securities Accounts**

The following securities account(s) or sub-account(s) of the Clearing Member [or of the Third-Party CM Account Holder] with Clearstream Banking AG, Frankfurt am Main (“**CBF**”) under German law:

- (i) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(ii) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account specified under [(i)] [(i) or (ii)] (if any) a “**German Pledged Securities Account**” for the purposes of granting Proprietary Margin)

(iii) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(iv) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account specified under [(iii)] [(iii) or (iv)] (if any) a “**German Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions))

(v) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(vi) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account specified under [(v)] [(v) or (vi)] (if any) a “**German CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

(vii) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(viii) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account specified under [(vii)] [(vii) or (viii)] (if any) a “**German ISA Pledged Securities Account**” for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

(ix) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(x) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account specified under [(ix)] [(ix) or (x)] (if any) a “**German ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions)

(xi) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xii) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to the Triparty Collateral Management Service of Clearstream Banking S.A., Luxembourg (“**CBL**”, and such collateral management

system, “CmaX”) specified under [(xi)] [(xi) or (xii)] (if any) a “**German CmaX Pledged Securities Account**” for the purposes of granting Proprietary Margin)

(xiii) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xiv) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to CmaX specified under [(xiii)] [(xiii) or (xiv)] (if any) a “**German CmaX Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions))

(xv) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xvi) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to CmaX specified under [(xv)] [(xv) or (xvi)] (if any) a “**German CmaX CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

(xvii) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xviii) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to CmaX specified under [(xvii)] [(xvii) or (xviii)] (if any) a **“German CmaX ISA Pledged Securities Account”** for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

(xix) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xx) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to CmaX specified under [(xix)] [(xix) or (xx)] (if any) a **“German CmaX ISA CASS Pledged Securities Account”** for the purposes of granting Margin for ISA CASS Transactions)

(xxi) *Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Clearing Member:*

(xxii) *[Cascade and/or CBF Int 6-series Securities Margin Account/Sub-Account number(s) of accounts or sub-accounts of the Third-Party CM Account Holder:]*

(each account with CBF connected to CmaX specified under [(xxi)] [(xxi) or (xxii)] (if any) a **“CBF GC Pooling Re-use Pledged Securities Account”** for the purposes of granting Proprietary Margin by re-use of collateral in relation to GC Pooling Repo Transactions)

## 2.1.2 Luxembourg Securities Accounts

The following account(s) with CBL under Luxembourg law (each a **“Luxembourg Securities Account”**):



- (i) Securities account(s) of the Clearing Member

*Creation Securities Account number(s):*

- (ii) [Securities account(s) of Third-Party CM Account Holder(s)]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):*

(each account specified (if any) under (i) [or (ii)], a “**Luxembourg Pledged Securities Account**” for the purposes of granting Proprietary Margin)

- (iii) Securities account(s) of the Clearing Member

*Creation Securities Account number(s):*

- (iv) [Securities account(s) of Third-Party CM Account Holder(s)]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):*

(each account specified (if any) under (iii) [or (iv)] a “**Luxembourg Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions))

- (v) Securities account(s) of the Clearing Member

*Creation Securities Account number(s):*

- (vi) [Securities account(s) of Third-Party CM Account Holder(s)]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):*

(each account specified (if any) under (v) [or (vi)], a “**Luxembourg CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions in accordance with Chapter I Part 2 Subpart D of the Clearing Conditions)

(vii) Securities account(s) of the Clearing Member

*Creation Securities Account number(s):*

(viii) [Securities account(s) of Third-Party CM Account Holder(s)]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (vii) [or (viii)], a “**Luxembourg ISA Pledged Securities Account**” for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

(ix) Securities account(s) of the Clearing Member

*Creation Securities Account number(s):*

(x) [Securities account(s) of Third-Party CM Account Holder(s)]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (ix) [or (x)], a “**Luxembourg ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions)

(xi) Securities account(s) of the Clearing Member in CmaX

*Creation Securities Account number(s):*

(xii) [Securities account(s) of Third-Party CM Account Holder(s) in CmaX]

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xi) [or (xii)], a “**Luxembourg CmaX Pledged Securities Account**” for the purposes of granting Proprietary Margin by use of CmaX)

(xiii) Securities account(s) of the Clearing Member in CmaX

*Creation Securities Account number(s):*

(xiv) [Securities account(s) of Third-Party CM Account Holder(s) in CmaX

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xiii) [or (xiv)], a “**Luxembourg CmaX Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) by use of CmaX)

(xv) Securities account(s) of the Clearing Member in CmaX

*Creation Securities Account number(s):*

(xvi) [Securities account(s) of Third-Party CM Account Holder(s) in CmaX

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xv) [or (xvi)], a “**Luxembourg CmaX CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions by use of CmaX)

(xvii) Securities account(s) of the Clearing Member in CmaX

*Creation Securities Account number(s):*

(xviii) [Securities account(s) of Third-Party CM Account Holder(s) in CmaX

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xvii) [or (xviii)], a “**Luxembourg CmaX ISA Pledged Securities Account**” for the purposes of granting Margin for ISA Transactions (other than any Margin for ICM SC CASS Transactions) by use of CmaX)

(xix) Securities account(s) of the Clearing Member in CmaX

*Creation Securities Account number(s):*

(xx) [Securities account(s) of Third-Party CM Account Holder(s) in CmaX

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xix) [or (xx)], a “**Luxembourg CmaX ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions by use of CmaX)

(xxi) Securities account(s) of the Clearing Member (in CmaX)

*Creation Securities Account number(s):*

(xxii) [Securities account(s) of Third-Party CM Account Holder(s) (in CmaX

*Creation Securities Account number(s) and name of Third-Party CM Account Holder(s):]*

(each account specified (if any) under (xxi) [or (xxii)], a “**CBL GC Pooling Re-use Pledged Securities Account**” for the purposes of granting Proprietary Margin by re-use of collateral in relation to GC Pooling Repo Transactions)

### 2.1.3 Swiss Securities Accounts

The following securities account(s) of the Clearing Member with SIX SIS AG, Switzerland (“**SIX SIS AG**”) under Swiss law:

*Securities Account number(s):*

(each account specified (if any) a “**Swiss Pledged Securities Account**” for the purposes of granting Proprietary Margin)

*Securities Account number(s):*

(each account specified (if any) a “**Swiss Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions))

*Securities Account number(s):*

(each account specified (if any) a “**Swiss CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

*Securities Account number(s):*

(each account specified (if any) a “**Swiss ISA Pledged Securities Account**” for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

*Securities Account number(s):*

(each account specified (if any) a “**Swiss ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions)

*Securities Account number(s):*

(the “**Swiss Default Fund Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the Default Fund in accordance with the General Clearing Provisions)

*Securities Account number(s):*

(each account specified (if any) a “**Swiss Clearing Agent Default Fund Pledged Securities Account**” for the purposes of making Contributions in the form of securities to the Default Fund in accordance with the General Clearing Provisions and the ISA Direct Provisions in the capacity as a Clearing Agent)

## 2.1.4 Belgian Securities Accounts

The following securities account(s) with Euroclear Bank SA/NV (“**Euroclear**”) under Belgian law (in each case, in the form of a *Single Pledgor Pledged Account* opened in the name of Euroclear and held by Euroclear as a pledgholder (*tiers détenteur du gage* or *tiers convenu / derde pandhouder*) for the account of Eurex Clearing AG):

*Securities Account number(s):*

(each account specified (if any) a **“Belgian Pledged Securities Account”** for the purposes of granting Proprietary Margin)

*Securities Account number(s):*

(each account specified (if any) a **“Belgian Omnibus Pledged Securities Account”** for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions))

*Securities Account number(s):*

(each account specified (if any) a **“Belgian CASS Omnibus Pledged Securities Account”** for the purposes of granting Omnibus Margin for CASS Transactions)

*Securities Account number(s):*

(each account specified (if any) a **“Belgian ISA Pledged Securities Account”** for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

*Securities Account number(s):*

(each account specified (if any) a **“Belgian ISA CASS Pledged Securities Account”** for the purposes of granting Margin for ISA CASS Transactions)

*Securities Account number(s):*

(each account specified (if any) a **“Belgian Default Fund Pledged Securities Account”** for the purposes of making Contributions in the form of securities to the Default Fund in accordance with the General Clearing Provisions in the capacity as a Clearing Member)

*Securities Account number(s):*

(each account specified (if any) a **“Belgian Clearing Agent Default Fund Pledged Securities Account”** for the purposes of making Contributions in the form of securities to

the Default Fund in accordance with the ISA Direct Provisions in the capacity as a Clearing Agent)

## **2.2 Pledges of Securities in German Securities Accounts**

For the avoidance of doubt, any pledges granted over securities in this Clause 2.2 also extend to securities in the form of book-entries (*Gutschriften in Wertpapierrechnung*).

### **2.2.1 Elementary Clearing Model Provisions – Own Transactions**

If one or more German Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German Pledged Securities Account(s).

### **2.2.2 Elementary Clearing Model Provisions – Omnibus Transactions**

If one or more German Omnibus Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German Omnibus Pledged Securities Account(s).

### **2.2.3 Elementary Clearing Model Provisions – CASS Transactions**

If one or more German CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CASS Omnibus Pledged Securities Account(s).

### **2.2.4 Elementary Clearing Model Provisions (Use of CmaX for German accounts) – Own Transactions**

If one or more German CmaX Pledged Securities Account(s) or CBF GC Pooling Re-use Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Proprietary Margin in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 (in particular Number 4.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CmaX Pledged Securities Account(s) or CBF GC Pooling Re-use Pledged Securities Account(s).

### **2.2.5 Elementary Clearing Model Provisions (Use of CmaX for German accounts) – Omnibus Transactions**

If one or more German CmaX Omnibus Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin in accordance

with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 (in particular Number 4.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CmaX Omnibus Pledged Securities Account(s).

## **2.2.6 Elementary Clearing Model Provisions (Use of CmaX for German accounts) – CASS Transactions**

If one or more German CmaX CASS Omnibus Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CmaX CASS Omnibus Pledged Securities Account(s).

## **2.2.7 ISA Provisions – ISA Transactions**

If one or more German ISA Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Margin for ISA Transactions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German ISA Pledged Securities Account(s).

## **2.2.8 ISA Provisions – ISA CASS Transactions**

If one or more German ISA CASS Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Margin for ISA CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German ISA CASS Pledged Securities Account(s).

## **2.2.9 ISA Provisions (Use of Cmax for German accounts) – ISA Transactions**

If one or more German CmaX ISA Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 (in particular Number 6.3.2.2) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German CmaX ISA Pledged Securities Account(s).

## **2.2.10 ISA Provisions (Use of CmaX for German accounts) – ISA CASS Transactions**

If one or more German CmaX ISA CASS Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, in order to provide Margin for ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 (in particular Number 6.3.2.2) and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in



the future deposited in any such German CmaX ISA CASS Pledged Securities Account(s).

#### 2.2.11 Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 to 2.2.10

The Clearing Member and Eurex Clearing AG agree that each pledge granted by the Clearing Member to Eurex Clearing AG in accordance with Clause 2.2.1 to 2.2.10 shall include a right of Eurex Clearing AG to appropriate (and to make use of) one or more of the securities which, at the time of the exercise of such appropriation right, are credited to the relevant German Pledged Securities Account, German CmaX Pledged Securities Account, German Omnibus Pledged Securities Account, German CASS Omnibus Pledged Securities Account, German CmaX Omnibus Pledged Securities Account, German CmaX CASS Omnibus Pledged Securities Account, German ISA Pledged Securities Account, German ISA CASS Pledged Securities Account, German CmaX ISA Pledged Securities Account, German CmaX ISA CASS Pledged Securities Account or CBF GC Pooling Re-use Pledged Securities Account (the “**Relevant Pledged Securities**”). Such right of Eurex Clearing AG to appropriate (and to make use of) the Relevant Pledged Securities shall be conditional

- (i) with respect to German Pledged Securities Accounts, German CmaX Pledged Securities Accounts or CBF GC Pooling Re-use Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Clearing Member Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member;
- (ii) with respect to German Omnibus Pledged Securities Accounts, German CASS Omnibus Pledged Securities Account, German CmaX Omnibus Pledged Securities Accounts or German CmaX CASS Omnibus Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant Omnibus Standard Agreement of the Clearing Member; and
- (iii) with respect to German ISA Pledged Securities Accounts, German ISA CASS Pledged Securities Accounts, German CmaX ISA Pledged Securities Accounts or German CmaX ISA CASS Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant ISA Standard Agreement of the Clearing Member.

The exercise of such appropriation right is subject to any further contractual restrictions set out in Chapter I Part 2 or Chapter I Part 4, respectively, of the Clearing Conditions. The aforesaid requirements for, and restrictions of, the exercise of the appropriation right apply notwithstanding any broader re-use entitlements under any collateral management documentation. The right of Eurex Clearing AG to appropriate (and to make use of) one or more of the securities shall, with respect to Swiss Clearing Members, remain limited to the confines of Article 31 para. 2 FISA, i.e.

- a. selling the Relevant Pledged Securities and offsetting the proceeds against the secured debt; or

- b. appropriating the Relevant Pledged Securities whose value can be determined objectively and applying their value against the secured debt.

Accordingly, the Clearing Member hereby irrevocably offers to transfer the Relevant Pledged Securities to Eurex Clearing AG and Eurex Clearing AG accepts this offer by exercise of its appropriation right which shall be made by written notice to the Clearing Member. [The Third-Party CM Account Holder hereby expressly consents to any such transfer.]

The Clearing Member hereby confirms that it has taken notice of the information statement set out in Appendix 12 and grants, as evidenced by its signature to this Agreement, its express consent with the use of the Relevant Pledged Securities by Eurex Clearing AG (in accordance with Article 15 (1) b) of Regulation (EU) 2015/2365) pursuant to this Clause 2.2.11.

#### 2.2.12 Further common provisions for each of the pledges granted pursuant to Clauses 2.2.1 to 2.2.10

- (1) For the purpose of each of the pledges granted pursuant to Clauses 2.2.1 to 2.2.10, the Clearing Member hereby:
- (i) assigns its claim for surrender (*Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF to Eurex Clearing AG [if the relevant securities are credited to an account or sub-account of the Clearing Member];
  - (ii) [if the relevant securities are credited to an account or sub-account of the Third-Party CM Account Holder, assigns the claim of the Third-Party CM Account Holder for surrender (*Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF – that the Third-Party CM Account Holder has assigned to the Clearing Member pursuant to Paragraph (2) (i) – to Eurex Clearing AG;]
  - (iii) undertakes to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account or sub-account, (b) change its bailment intention (*Besitzzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
  - (iv) undertakes to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 3 hereto), such notice to include, with respect to any accounts connected to CmaX (i.e. any accounts falling within the scope of Clauses 2.2.4, 2.2.5, 2.2.6, 2.2.9 and/or 2.2.10) information to CBF that Eurex Clearing AG (as pledgee) may authorise CBL to take, if any of the pledges over securities credited to any such accounts become enforceable, enforcement action on behalf of Eurex Clearing AG.

- (2) [If any securities account or sub-account to which any of the pledges pursuant to Clauses 2.2.1 to 2.2.10 relates is or will be an account of the Third-Party CM Account Holder, the Third-Party CM Account Holder hereby:
- (i) assigns its claim for surrender (*Herausgabeanspruch*) against CBF to the Clearing Member with respect to the securities that qualify as German bearer instruments (*Inhaberwertpapiere*) or German instruments payable to order (*Orderinstrumente*) that are held or will be held in collective safe custody (*Girosammelverwahrung*) with CBF and are or will be credited to the relevant securities account or sub-account of the Third-Party CM Account Holder set out in Clause 2.1.1;
  - (ii) undertakes to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account or sub-account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
  - (iii) grants the Clearing Member an *in rem* authorisation (*Verfügungsermächtigung*) to effect a pledge in favour of Eurex Clearing AG over the securities in the form of book-entries (*Gutschriften in Wertpapierrechnung*) that are or will be credited to the relevant securities account or sub-account of the Third-Party CM Account Holder set out in Clause 2.1.1;
  - (iv) undertakes to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 3 hereto), such notice to include, with respect to any accounts connected to CmaX (i.e. any accounts falling within the scope of Clauses 2.2.4, 2.2.5, 2.2.6, 2.2.9 and/or 2.2.10) information to CBF that Eurex Clearing AG (as pledgee) may authorise CBF to take, if any of the pledges over securities credited to any such accounts become enforceable, enforcement action on behalf of Eurex Clearing AG; and
  - (v) authorises (*ermächtigt und bevollmächtigt*) the Clearing Member to take all actions (including, without limitation, to make any notifications) and receive all declarations that the Clearing Member considers necessary or expedient to effect any pledge over securities that are or will be credit to the relevant securities account or sub-account of the Third-Party CM Account Holder (set out in Clause 2.1.1.)
- (3) Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may (without prejudice to Clause 2.2.11) appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

## 2.3 Pledges of Securities in Luxembourg Securities Accounts

### 2.3.1 Elementary Clearing Model Provisions – Own Transactions

- (1) If one or more Luxembourg Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions,
- (i) [if the Luxembourg Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg Pledged Securities Account(s) [; and
  - (ii) if the Luxembourg Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder (“*tiers détenteur de gage*” within the meaning of article 5 (2) (a) (iv) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended (the “**Luxembourg law on financial collateral arrangements**”)) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder’s relevant Luxembourg Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder’s relevant Luxembourg Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertake to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

- (2) If one or more Luxembourg CmaX Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX,
- (i) [if the Luxembourg CmaX Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg CmaX Pledged Securities Account(s) [; and

(ii) if the Luxembourg CmaX Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CmaX Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CmaX Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

(3) If one or more CBL GC Pooling Re-use Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide by re-use of collateral in relation to GC Pooling Repo Transactions Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions,

(i) [if the CBL GC Pooling Re-use Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such CBL GC Pooling Re-use Pledged Securities Account(s); and

(ii) if the CBL GC Pooling Re-use Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such CBL GC Pooling Re-use Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant CBL GC Pooling Re-use Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold

such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant CBL GC Pooling Re-use Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.]

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of CBL GC Pooling Re-use Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertake to issue all relevant notices to, and obtain all relevant acknowledgements, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

### 2.3.2 Elementary Clearing Model Provisions – Omnibus Transactions

- (1) If one or more Luxembourg Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions,
  - (i) [if the Luxembourg Omnibus Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg Omnibus Pledged Securities Account(s); and
  - (ii) if the Luxembourg Omnibus Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg Omnibus Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg Omnibus Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg Omnibus Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg Omnibus Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertake to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

(2) If one or more Luxembourg CmaX Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX,

(i) [if the Luxembourg CmaX Omnibus Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CmaX Omnibus Pledged Securities Account(s); and

(ii) if the Luxembourg CmaX Omnibus Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CmaX Omnibus Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX Omnibus Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX Omnibus Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CmaX Omnibus Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertake to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto, as applicable].

### 2.3.3 Elementary Clearing Model Provisions – CASS Transactions

(1) If one or more Luxembourg CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin for CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions,

(i) [if the Luxembourg CASS Omnibus Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CASS Omnibus Pledged Securities Account(s); and

(ii) if the Luxembourg CASS Omnibus Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CASS Omnibus Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CASS Omnibus Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg CASS Omnibus Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CASS Omnibus Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertake to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto, as applicable].

(2) If one or more Luxembourg CmaX CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin for CASS Transactions, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions by use of CmaX,

(i) [if the Luxembourg CmaX CASS Omnibus Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CmaX CASS Omnibus Pledged Securities Account(s); and

(ii) if the Luxembourg CmaX CASS Omnibus Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance, with Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CmaX CASS Omnibus Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), pursuant to, and in accordance with,



Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX CASS Omnibus Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CmaX CASS Omnibus Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of the pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

#### 2.3.4 ISA Provisions – ISA Transactions

- (1) If one or more Luxembourg ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions,
  - (i) [if the Luxembourg ISA Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg ISA Pledged Securities Account(s); and
  - (ii) if the Luxembourg ISA Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg ISA Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg ISA Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg ISA Pledged Securities Account (s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg ISA Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

- (2) If one or more Luxembourg CmaX ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions by use of CmaX,
- (i) [if the Luxembourg CmaX ISA Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg CmaX ISA Pledged Securities Account(s); and
  - (ii) if the Luxembourg CmaX ISA Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CmaX ISA Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX ISA Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX ISA Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CmaX ISA Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

### 2.3.5 ISA Provisions – ISA CASS Transactions

- (1) If one or more Luxembourg ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions,
- (i) [if the Luxembourg ISA CASS Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg ISA CASS Pledged Securities Account(s); and

- (ii) if the Luxembourg ISA CASS Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg ISA CASS Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg ISA CASS Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third-Party CM Account Holder's relevant Luxembourg ISA CASS Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg ISA CASS Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

- (2) If one or more Luxembourg CmaX ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA CASS Transactions in accordance Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions by use of CmaX,
- (i) [if the Luxembourg CmaX ISA CASS Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CmaX ISA CASS Pledged Securities Account(s) [; and
- (ii) if the Luxembourg CmaX ISA CASS Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg CmaX ISA CASS Pledged Securities Account(s); the Third-Party CM Account Holder, as Third-Party CM Account Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law on financial collateral arrangements) hereby (i) acknowledges the pledge created by the Clearing Member in favour of Eurex Clearing AG over the securities of the Clearing Member deposited from time to time to the credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX ISA CASS Pledged Securities Account(s), pursuant to, and in accordance with, Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the

credit of the Third-Party CM Account Holder's relevant Luxembourg CmaX ISA CASS Pledged Securities Account(s) for the benefit of the Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee].

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg CmaX ISA CASS Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto[, as applicable].

## **2.4 Pledges of Securities in Swiss Accounts**

### **2.4.1 Elementary Clearing Model Provisions – Own Transactions**

If one or more Swiss Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Pledged Securities Account(s).

### **2.4.2 Elementary Clearing Model Provisions – Omnibus Transactions**

If one or more Swiss Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Omnibus Margin, in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss Omnibus Pledged Securities Account(s).

The Clearing Member further undertakes to enter into an additional control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Omnibus Pledged Securities Account(s).

### **2.4.3 Elementary Clearing Model Provisions – CASS Transactions**

If one or more Swiss CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Omnibus Margin for CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss CASS Omnibus Pledged Securities Account(s).

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss CASS Omnibus Pledged Securities Account(s).

#### **2.4.4 ISA Provisions – ISA Transactions**

If one or more Swiss ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss ISA Pledged Securities Account(s).

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss ISA Pledged Securities Account(s).

#### **2.4.5 ISA Provisions – ISA CASS Transactions**

If one or more Swiss ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Margin for ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the Swiss ISA CASS Pledged Securities Account(s).

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss ISA CASS Pledged Securities Account(s).

#### **2.4.6 Contributions to the Default Fund/Swiss Default Fund Pledged Securities Account**

If the Swiss Default Fund Pledged Securities Account has been established pursuant to Clause 2.1.3, in order to make Contributions to the Default Fund in accordance with the General Clearing Provisions, the Clearing Member hereby pledges to Eurex Clearing AG Swiss intermediated securities which are at present or are in the future deposited in the Swiss Default Fund Pledged Securities Account.

The Clearing Member further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Default Fund Pledged Securities Account.

#### **2.4.7 Contributions to the Default Fund/Swiss Clearing Agent Default Fund Pledged Securities Account(s)**

If one or more Swiss Clearing Agent Default Fund Pledged Securities Account(s) have been established pursuant to Clause 2.1.3, the Clearing Member, acting as Clearing

Agent, pledges to Eurex Clearing AG Swiss intermediated securities which are at present or are in the future deposited in the Swiss Clearing Agent Default Fund Pledged Securities Account(s).

The Clearing Member in its capacity as Clearing Agent further undertakes to enter into a control agreement between the Clearing Member, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in the Swiss Clearing Agent Default Fund Pledged Securities Account(s).

#### **2.4.8 Common provisions for each of the pledges granted pursuant to Clauses 2.4.1 to 2.4.7**

Upon the relevant pledge granted pursuant to Clauses 2.4.1 to 2.4.7 becoming enforceable, Eurex Clearing AG may sell the pledged securities (that are the subject of the relevant pledge) without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

If the Clearing Member, SIX SIS AG and Eurex Clearing AG have already entered into a control agreement in respect of the relevant Swiss Pledged Securities Account(s), the Swiss Omnibus Pledged Securities Account(s), the Swiss CASS Omnibus Pledged Securities Account(s), the Swiss ISA Pledged Securities Account(s), the Swiss ISA CASS Pledged Securities Account(s), the Swiss Default Fund Pledged Securities Account or the Swiss Clearing Agent Default Fund Pledged Securities Account(s), the Clearing Member and Eurex Clearing AG agree that such control agreement shall also serve as the control agreement for the perfection of the pledge granted under this Agreement in respect of all securities which are at present or are in the future deposited in such Swiss Pledged Securities Account(s), Swiss Omnibus Pledged Securities Account(s), Swiss CASS Omnibus Pledged Securities Account(s), Swiss ISA Pledged Securities Account(s), Swiss ISA CASS Pledged Securities Account(s), Swiss Default Fund Pledged Securities Account or Swiss Clearing Agent Default Fund Pledged Securities Account(s).

### **2.5 Pledges of Securities in Belgian Securities Accounts**

#### **2.5.1 Elementary Clearing Model Provisions – Own Transactions**

If one or more Belgian Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in any such Belgian Pledged Securities Account(s).

#### **2.5.2 Elementary Clearing Model Provisions – Omnibus Transactions**

If one or more Belgian Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to provide Omnibus Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in

accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in the Belgian Omnibus Pledged Securities Account(s).

### **2.5.3 Elementary Clearing Model Provisions – CASS Transactions**

If one or more Belgian CASS Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to provide Omnibus Margin for CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in the Belgian CASS Omnibus Pledged Securities Account(s).

### **2.5.4 ISA Provisions – ISA Transactions**

If one or more Belgian ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in any such Belgian ISA Pledged Securities Account(s).

### **2.5.5 ISA Provisions – ISA CASS Transactions**

If one or more Belgian ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to provide Margin for ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in the Belgian ISA CASS Pledged Securities Account(s).

### **2.5.6 Contributions to the Default Fund/Belgian Default Fund Pledged Securities Account**

If one or more Belgian Default Fund Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to make Contributions to the Default Fund in accordance with the General Clearing Provisions, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in the Belgian Default Fund Pledged Securities Account(s).

### **2.5.7 Contributions to the Default Fund/ Belgian Clearing Agent Default Fund Pledged Securities Account**

If one or more Belgian Clearing Agent Default Fund Pledged Securities Accounts have been established pursuant to Clause 2.1.4, in order to make Contributions to the Default Fund in accordance with the General Clearing Provisions, the Clearing Member, in the capacity as Clearing Agent, hereby pledges to Eurex Clearing AG pursuant to, and in

accordance with, Schedule 4 of this Agreement all securities which are at present or are in the future deposited in the Belgian Clearing Agent Default Fund Pledged Securities Account(s).

## **2.5.8 Common provisions for each of the pledges granted pursuant to Clauses 2.5.1 to 2.5.7**

The Clearing Member (including, where applicable, in the capacity as Clearing Agent) confirms that Euroclear has agreed

- (i) to the granting of all pledges pursuant to Clauses 2.5.1 to 2.5.7; and
- (ii) to act as pledgeholder (*tiers détenteur du gage* or *tiers convenu / derde pandhouder*) with respect to all securities accounts referred to in Clause 2.1.4 and to hold the pledged assets from time to time standing to the credit of any of such securities accounts for the account of Eurex Clearing AG as pledgee.

## **2.6 Security Purpose (*Sicherungszweck*) of the Pledges**

- 2.6.1 The pledges of the Securities pursuant to Clauses 2.2.1 and/or 2.2.4 (each in connection with 2.2.11 and 2.2.12), and/or 2.4.1 (in connection with 2.4.8) shall secure the Secured Claims pursuant to Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims).
- 2.6.2 The pledges of the Securities pursuant to Clause 2.2.2 and/or 2.2.5 (each in connection with 2.2.12), and/or 2.4.2 (in connection with 2.4.8) shall secure the Secured Omnibus Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims).
- 2.6.3 The pledges of the Securities pursuant to Clause 2.2.3 and/or 2.2.6 (each in connection with 2.2.12), and/or 2.4.3 (in connection with 2.4.8) shall secure the Secured CASS Omnibus Claims with respect to the Omnibus Standard Agreement of the Clearing Member for its CASS Transactions or, in the case of more than one Omnibus Standard Agreement of the Clearing Member for its CASS Transactions, with respect to all Omnibus Standard Agreements for CASS Transactions of the Clearing Member.
- 2.6.4 The pledges of the Securities pursuant to Clause 2.2.7 and/or 2.2.9 (each in connection with 2.2.12) and/or 2.4.4 (in connection with 2.4.8) shall secure the Secured ISA Claims with respect to all ISA Standard Agreements of the Clearing Member (other than, in each case, any ISA Standard Agreement of the Clearing Member for its ISA CASS Transactions).
- 2.6.5 The pledges of the Securities pursuant to Clause 2.2.8 and/or 2.2.10 (each in connection with 2.2.12) and/or 2.4.5 (in connection with 2.4.8) shall secure the Secured ISA CASS Claims with respect to all ISA Standard Agreements of the Clearing Member for its ISA CASS Transactions.
- 2.6.6 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.6 (in connection with 2.4.8) shall secure all present and future Default Fund Secured Claims of Eurex Clearing AG.



- 2.6.7 The pledges of the Swiss intermediated Securities pursuant to Clause 2.4.7 (in connection with 2.4.8) shall secure all present and future Default Fund Secured Claims of Eurex Clearing AG in respect of all ISA Direct Clearing Members of the Clearing Member acting as Clearing Agent.
- 2.6.8 The pledges of the Securities pursuant to Clause 2.3 shall secure the claims of Eurex Clearing AG identified in Schedule 1 [and Schedule 2, respectively].
- 2.6.9 The pledges of Securities pursuant to Clause 2.5 shall secure the relevant claims of Eurex Clearing AG identified in Schedule 4.

## 2.7 References

The Parties further agree that:

- 2.7.1 references in the Clearing Conditions to Margin, Proprietary Margin and Omnibus Margin (other than in connection with CASS Transactions), respectively, that relate to Eligible Margin Assets in the form of Securities for purposes of the Elementary Clearing Model Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.5 above that refer to Margin, Proprietary Margin and Omnibus Margin (other than Omnibus Margin for CASS Transactions), respectively, to be granted in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions;
- 2.7.2 references in the Clearing Conditions to Omnibus Margin in connection with CASS Transactions that relate to Eligible Margin Assets in the form of Securities shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.5 above that refer to Omnibus Margin for CASS Transactions to be granted in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart D (in connection with Subpart C) of the Clearing Conditions;
- 2.7.3 references in the Clearing Conditions to Margin (other than in connection with ISA CASS Transactions) that relate to Eligible Margin Assets in the form of Securities for purposes of the ISA Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.5 above that refer to Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions; and
- 2.7.4 references in the Clearing Conditions to Margin in connection with ISA CASS Transactions that relate to Eligible Margin Assets in the form of Securities for purposes of the ISA Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.5 above that refer to Margin for ISA CASS Transactions to be granted in accordance with Chapter I Part 1 Number 3 and Part 4 Numbers 6 and 14 of the Clearing Conditions.

## 2.8 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest and without prejudice to any undertakings set out in this Agreement relating to the perfection of pledges, the Clearing Member will arrange for the due filing

and registration of any security interest granted pursuant to or in accordance with Clauses 2.2 to 2.5 (where relevant, in connection with Schedule 1 [and/or Schedule 2] or Schedule 4 hereto and, in the case of any Swiss pledge, the related control agreement) with any relevant competent authority or any relevant competent register, and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

### **3 Limitation on Realisation of the Pledged Securities**

#### **3.1 Pledged Securities deposited in German Securities Accounts**

If one or more German Omnibus Pledged Securities Accounts, German CmaX Omnibus Pledged Securities Accounts, German CASS Omnibus Pledged Securities Accounts, German CmaX CASS Omnibus Pledged Securities Accounts, German ISA Pledged Securities Accounts, German CmaX ISA Pledged Securities Accounts, German ISA CASS Pledged Securities Accounts and/or German CmaX ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.1 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account(s) are allocated to a particular Omnibus Standard Agreement or ISA Standard Agreement, Eurex Clearing AG shall, upon any of the pledges pursuant to Clause 2.2.1 to 2.2.10 becoming enforceable (*Pfandreife*), only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ISA Claims (other than Secured ISA CASS Claims) that relate to such particular ISA Standard Agreement or those Secured ISA CASS Claims that relate to such particular ISA Standard Agreement for ISA CASS Transactions, respectively.

#### **3.2 Pledged Securities deposited in Luxembourg Securities Accounts**

If one or more Luxembourg Omnibus Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts, Luxembourg ISA CASS Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account(s) are allocated to a particular Omnibus Standard Agreement or ISA Standard Agreement, Eurex Clearing AG shall, upon the relevant pledge pursuant to Clauses 2.3.1 to 2.3.5 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ISA Claims (other than Secured ISA CASS Claims) that relate to such particular ISA Standard Agreement or those Secured

ISA CASS Claims that relate to such particular ISA Standard Agreement for ISA CASS Transactions, respectively.

### **3.3 Pledged Securities deposited in Swiss Securities Accounts**

If one or more Swiss Omnibus Pledged Securities Accounts, Swiss CASS Omnibus Pledged Security Accounts, Swiss ISA Pledged Securities Accounts, Swiss ISA CASS Pledged Security Accounts or Swiss Clearing Agent Default Fund Pledged Securities Accounts have been established pursuant to Clause 2.1.3 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Omnibus Standard Agreement or ISA Standard Agreement or are identified as Contributions to the Default Fund with respect to a particular ISA Direct Clearing Member, as applicable, Eurex Clearing AG shall, upon any of the pledges pursuant to Clauses 2.4.1 to 2.4.5 or Clause 2.4.7 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ISA Claims (other than Secured ISA CASS Claims) that relate to such particular ISA Standard Agreement, those Secured ISA CASS Claims that relate to such particular ISA Standard Agreement for ISA CASS Transactions or those Default Fund Secured Claims that relate to such ISA Direct Clearing Member, respectively.

### **3.4 Pledged Securities deposited in Belgian Securities Accounts**

If one or more Belgian Omnibus Pledged Securities Accounts, Belgian CASS Omnibus Pledged Security Accounts, Belgian ISA Pledged Securities Accounts or Belgian ISA CASS Pledged Security Accounts have been established pursuant to Clause 2.1.4 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are allocated to a particular Omnibus Standard Agreement or ISA Standard Agreement, as applicable, Eurex Clearing AG shall, upon any of the pledges pursuant to Clauses 2.5.1 to 2.5.5 becoming enforceable, only enforce the pledge with respect to such pledged securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, to satisfy those Secured Omnibus Claims (other than Secured CASS Omnibus Claims) that relate to such particular Omnibus Standard Agreement, those Secured CASS Omnibus Claims that relate to such particular Omnibus Standard Agreement for CASS Transactions, those Secured ISA Claims (other than Secured ISA CASS Claims) that relate to such particular ISA Standard Agreement or those Secured ISA CASS Claims that relate to such particular ISA Standard Agreement for ISA CASS Transactions, respectively.

If one or more Belgian Clearing Agent Default Fund Pledged Securities Accounts have been established pursuant to Clause 2.1.4 and, in the systems of Eurex Clearing AG, any pledged securities deposited in any such account are identified as Contributions to the Default Fund in the capacity of a Clearing Agent with respect to a particular ISA Direct Clearing Member, Eurex Clearing AG shall, upon any of the pledges pursuant to Clause 2.5.7 becoming enforceable, only enforce the pledge with respect to such pledged

securities, and only apply any proceeds from the enforcement of the pledge over such pledged securities, in accordance with Chapter I Part 1 Number 6.2 of the Clearing Conditions.

## 4 Representations

### [4.1 Representations of the Clearing Member]<sup>3</sup>

The Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that

- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 to 2.5 relate,
  - (a) it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG (and, in respect of pledges created pursuant to Clause 2.3, to the extent that the securities to be credited to a Luxembourg Securities Account are not owned by the Clearing Member at the time of their credit to such Luxembourg Securities Account, the Clearing Member represents and warrants that it will have obtained the securities' owner or deemed owner's consent to the granting of the pledge before the pledge is created and the concerned securities transferred to the relevant Luxembourg Securities Account) and
  - (b) such securities are not subject to any prior or equal claims of third parties, except for any rights and claims arising pursuant to the standard business terms of any central securities depository (CSD) or as a matter of law. The Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG;
- (ii) at the time it enters into this Agreement:
  - (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
  - (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;

---

<sup>3</sup> Heading to be included if a Third-Party CM Account Holder is a party to the Agreement.

- (c) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- (d) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (e) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (f) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (g) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and
- (h) no event has occurred or circumstance arisen with respect to it which, had the Parties already entered into this Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event with respect to the Clearing Member.

#### 4.2 Representations of the Third-Party CM Account Holder

The Third-Party CM Account Holder represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieverprechen*) to Eurex Clearing AG that, at the time it enters into this Agreement:

- (i) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (ii) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (iii) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;

- (iv) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (v) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (vi) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (vii) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and
- (viii) no event has occurred or circumstance arisen with respect to it which, if the Third-Party CM Account Holder is also a party to a Clearing Agreement with Eurex Clearing AG, constitutes or, if the Third-Party CM Account Holder were a party to a Clearing Agreement with Eurex Clearing AG, would constitute (in each case, whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement), a Termination Event or Insolvency Termination Event with respect to it.]

## 5 Amendments; Execution of this Agreement

- 5.1 This Agreement shall be amended pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*. For this purpose, the provisions in this Agreement shall constitute Special Provisions to the extent they relate to the granting of powers of attorney, the granting of margin or the creation of security interests.

[If the Third-Party CM Account Holder is not a party to a Clearing Agreement with Eurex Clearing AG, Eurex Clearing AG will also notify the Third-Party CM Account Holder of any amendments to this Agreement that shall be made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions, applied *mutatis mutandis*, as well as of any amendments that shall be made to Chapter I Part 1 Number 17.2 of the Clearing Conditions. For this purpose, the Third-Party CM Account Holder appoints the Clearing Member as its receiving agent (*Empfangsvertreter*). The Third-Party CM Account Holder confirms to be familiar, and undertakes to familiarise itself, with the Referenced Conditions (as may be amended from time to time). If the Third-Party CM Account Holder objects to an amendment to this Agreement made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions (applied *mutatis mutandis*) or to an amendment to Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.]

In addition, this Agreement may be amended at any time by written agreement (including, for the avoidance of doubt, scanned email attachments and electronic signatures) between Eurex Clearing AG [ , the Third-Party CM Account Holder] and the Clearing Member.

- 5.2 If the Parties execute this Agreement and have already signed any previous version of this Agreement (each an “**Original Agreement**”), the Parties agree that, by signing this Agreement, new pledges shall be granted over all securities which are at present or are in the future deposited in the relevant securities accounts specified in Clauses 2.1.1 to 2.1.4 irrespective of whether pledges over such securities have already been granted in any Original Agreement or any other agreement.
- 5.3 The validity of the pledges granted pursuant to or in accordance with Clauses 2.2 to 2.5 shall be independent from the validity and enforceability of any pledges already granted over all securities which are at present or are in the future deposited in any securities accounts specified in Clauses 2.1.1 to 2.1.4 pursuant to, or in accordance with, an Original Agreement or any other agreement.
- 5.4 The signing of this Agreement shall not constitute a release of the pledges already granted over all securities which are at present or are in the future deposited in any securities accounts specified in Clauses 2.1.1 to 2.1.4 pursuant to, or in accordance with, an Original Agreement or any other agreement.

## 6 Release of Pledges

- 6.1 Eurex Clearing AG will only release the pledges granted pursuant to Clauses 2.2 to 2.5 upon (i) a termination in respect of the Clearing Member pursuant to Chapter I Part 1 Number 13 of the Clearing Conditions or the completion of the default management process in respect of such Clearing Member, as the case may be, and (ii) the full and final discharge of all claims secured by such pledges.
- 6.2 Eurex Clearing AG shall notify the Clearing Member of a release of any of the pledges granted pursuant to Clauses 2.2 to 2.5. If a release of any of such pledges occurs as a matter of law, such notification shall only constitute a confirmation of the release as a matter of record.
- 6.3 Following the release of the pledges granted pursuant to Clauses 2.2 to 2.5, the Securities which are credited to the relevant securities account of or relating to the Clearing Member will remain credited to such securities account and the Clearing Member shall be free to instruct CBF, CBL, SIX SIS AG or Euroclear, respectively, to book such Securities from such securities account to any other securities account.

## 7 Governing Law; Jurisdiction, Place of Performance; Severability Clause

### 7.1 Governing Law

- 7.1.1 This Agreement (except for Clauses 2.3 to 2.5, 3.2 to 3.4, 6 and Schedule 1 [and Schedule 2]) and Schedule 4 is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 3.2 and Schedule 1 [and Schedule 2] are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2.4 and 3.3 are governed by the substantive laws, excluding Swiss private international law, of Switzerland. Clauses 2.5, 3.4 and Schedule 4 are governed by the substantive laws, excluding Belgian

private international law, of Belgium. Clause 6 shall be governed by the laws of the jurisdiction governing the pledge to which the relevant release relates.

- 7.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3 to 2.5, 3.2 to 3.4 and Schedule 1 [, [Schedule 2](#)]) and Schedule 4 shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.3, 3.2 and Schedule 1 [[and Schedule 2](#)] shall be governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.4 and 3.3 shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.5, 3.4 and Schedule 4 are governed by the substantive laws, excluding Belgian private international law, of Belgium.

## 7.2 Jurisdiction

The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2.3 to 2.5, 3.2 to 3.4 and Schedule 1 [, [Schedule 2](#)] and Schedule 4).

The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.3, 3.2 and Schedule 1 [[and Schedule 2](#)] of this Agreement. The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.4 and 3.3 of this Agreement. The courts of Brussels, Belgium, shall have exclusive jurisdiction over any action or other legal proceedings arising out of or in connection with Clauses 2.5 and 3.4 and Schedule 4 of this Agreement.

## 7.3 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. Such invalid, illegal or *unenforceable provision shall be replaced by means of supplementary interpretation (ergänzende Vertragsauslegung)* by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.



## AUTHORISED SIGNATURES

to the Agreement relating to pledges of Eligible Margin Assets in the form of Securities

_____	_____	_____
[insert legal name] (as Clearing Member)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	
<b>Eurex Clearing AG</b>	_____	_____
	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	
_____	_____	_____
[[insert legal name] (as Third-Party CM Account Holder)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)] <sup>4</sup>	
_____		

<sup>4</sup> To be included if a Third-Party CM Account Holder is a party to the Agreement.

## Schedule 1 – Pledges relating to Securities in (non-CmaX and CmaX) Luxembourg Securities Accounts held by the Clearing Member

This Schedule 1 (the “**Schedule 1**”) is entered into

### **BETWEEN:**

- (1) the Clearing Member (as defined above in the Agreement), as pledgor (the “**Pledgor**”); and
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany, as pledgee (“**Eurex Clearing AG**” or the “**Pledgee**”).

The Pledgor and Eurex Clearing AG are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”.

The Parties agree as follows:

### **1 Definitions and Interpretation**

#### **1.1 Definitions**

Unless the context requires otherwise, terms used but not defined in this Schedule shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule 1 is attached and:

“**Agreement**” refers to the agreement to which this Schedule 1 is attached.

“**CBL**” means Clearstream Banking S.A., a company incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248.

“**CBL Governing Documents**” means the Governing Documents of CBL, as defined in the general terms and conditions of CBL to which the Pledged Securities Account is subject.

“**CmaX Pledged Account**” has the meaning given to it in Clause 3.

“**Collateral Management Service Agreements**” means, in particular as regards the collateral provided under Clauses 3 and 4 of this Schedule, (i) the Global Collateral

Management Service Agreement for multiple settlement locations (collateral giver version), including any relevant Appendix thereto, in particular Appendices A and C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement between CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise (the “**Collateral Management Service Agreement for Collateral Givers**”), and (ii) the Global Collateral Management Service Agreement for multiple settlement locations (collateral receiver version) including any relevant Appendix thereto, in particular Appendices A and C (Triparty Collateral Management Service (CmaX) Product Guide) between CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise (the “**Collateral Management Service Agreement for Collateral Receivers**”).

“**Collateral Management Service Agreement**” means any of the Collateral Management Service Agreement for Collateral Givers or the Collateral Management Service Agreement for Collateral Receivers or the relevant of them, as the context requires.

“**Distributions**” mean any cash received or receivable from time to time by the Pledgor in respect of the Securities, whether by way of principal, premium, interest, dividend, return on capital or otherwise.

“**Enforcement Event**” means

- (i) the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation; or
- (ii) irrespective of, including prior to the occurrence of, any of the events referred to in (i):
  - (a) with respect to Luxembourg Pledged Securities Accounts, Luxembourg CmaX Pledged Securities Accounts or CBL GC Pooling Re-use Pledged Securities Account(s), upon the occurrence of a Termination Event or an Insolvency Termination Event and a Clearing Member Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member;
  - (b) with respect to Luxembourg Omnibus Pledged Securities Accounts or Luxembourg CmaX Omnibus Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant Omnibus Standard Agreement of the Clearing Member; and
  - (c) with respect to Luxembourg ISA Pledged Securities Accounts or Luxembourg CmaX ISA Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant ISA Standard Agreement of the Clearing Member.

“**Event of Default**” means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor or (b) an Enforcement Event.

**“Insolvency Event”** has the same meaning as the term “Insolvency Related Events” contained in Chapter I Part 1 Number 7.2.1 Paragraph (5) of the Clearing Conditions with respect to the Pledgor.

**“Luxembourg Law on Financial Collateral Arrangements”** means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

**“Non-CmaX Pledged Account”** has the meaning given to it in Clause 2.

**“Permitted Pledge”** means each pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets, securing the Relevant Secured Liabilities, after the date of the Agreement.

**“Pledge”** means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets or, in case of the existence of any Previous Pledges, a security (“gage”) in such Relevant Pledged Assets which is directly ranked behind such Previous Pledges and created pursuant to Clauses 2.1, 3.1 and 4.1 below.

**“Pledged Securities Account”** means each of the following securities accounts in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement: the Luxembourg Pledged Securities Account(s), the Luxembourg Omnibus Pledged Securities Account(s), the Luxembourg CASS Omnibus Pledged Securities Account(s), the Luxembourg CmaX Pledged Securities Account(s), the Luxembourg CmaX Omnibus Pledged Securities Account(s), the Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), the CBL GC Pooling Re-use Pledged Securities Account(s), the Luxembourg ISA Pledged Securities Account(s), the Luxembourg ISA CASS Pledged Securities Account(s), the Luxembourg CmaX ISA Pledged Securities Account(s) and the Luxembourg CmaX ISA CASS Pledged Securities Account(s).

**“Previous Pledge”** means each pledge that has been granted by the Pledgor to the Pledgee in the Relevant Pledged Assets prior to the execution of the Agreement and has not been released as of the time of the execution of the Agreement to which this Schedule 1 is attached.

**“Relevant Pledged Assets”** means all Securities which are at present or are in the future deposited in the relevant Pledged Securities Accounts for the purpose of securing the Relevant Secured Liabilities.

**“Relevant Secured Liabilities”** means

- (i) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg Pledged Securities Account(s), Luxembourg CmaX Pledged Securities Account(s) or CBL GC Pooling Re-use Pledged Securities Account(s), the Secured Claims pursuant to Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims);
- (ii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg Omnibus Pledged Securities Account(s) or Luxembourg CmaX Omnibus Pledged Securities Account(s), the Secured Omnibus Claims (as defined in

Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);

- (iii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg CASS Omnibus Pledged Securities Account(s) or Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.3),
- (iv) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg ISA Pledged Securities Account(s) or Luxembourg CmaX ISA Pledged Securities Account(s), all Secured ISA Claims (as defined in Chapter I Part 4 Number 6.3.3.1 of the Clearing Conditions) (other than any Secured ISA CASS Claims); and
- (v) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg ISA CASS Pledged Securities Account(s) or Luxembourg CmaX ISA CASS Pledged Securities Account(s), all Secured ISA CASS Claims (as defined in Chapter I Part 4 Number 6.3.3.3 of the Clearing Conditions).

“**Securities**” means book-entry securities, which are deposited to the credit of the relevant Pledged Securities Account.

“**Voting and Related Rights**” with respect to any Security, means any voting right attached to it as well as any other rights, including, without limitation, rights related to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights of similar nature.

## 1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 1 to:

- (a) the “**Pledgor**”, the “**Pledgee**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) “**assets**” includes present and future properties, revenues and rights of every description;
- (c) the “**Schedule 1**” shall be understood as a reference to this Schedule 1 as well as to the provisions of the Agreement, unless the context requires otherwise.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule 1 to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

## 2 **Special Provisions with respect to Securities in Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts**

If one or more Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts (hereafter each a “**Non-CmaX Pledged Account**”) have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

### 2.1 **Creation of the Pledge**

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Non-CmaX Pledged Account and hereby grants to the Pledgee a Pledge (*gage*) over such Relevant Pledged Assets.

### 2.2 **Determination of the Relevant Pledged Assets**

All Securities standing from time to time to the credit of any Non-CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

### 2.3 **Perfection of the Pledge**

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the Non-CmaX Pledged Account(s), be designated in CBL's books, collectively by reference to the relevant Non-CmaX Pledged Account, as pledged in favour of the Pledgee.

For this purpose, on the date of the Agreement, the Pledgor and the Pledgee shall execute and send to CBL the joint notification set out in Attachment 1 to this Schedule 1 (the “**Joint Notification**”). The Pledgor shall ensure that CBL returns a duly acknowledged version of the Joint Notification to the Pledgee.

The Joint Notification includes, amongst other things, instructions from the Pledgee and the Pledgor to CBL on the manner Relevant Pledged Assets standing to the credit of the Non-CmaX Pledged Account(s) shall be managed by CBL as long as CBL is not otherwise instructed by the Pledgee (acting in compliance with its rights and obligations vis-à-vis the Pledgor).

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to Relevant Pledged Assets standing to credit of the Non-CmaX Pledged Account(s):

- (i) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge;
- (ii) the Pledgee and the Pledgor will not be required to proceed with the Joint Notification to CBL in respect of the Pledge, provided that the Pledgee and the Pledgor previously notified CBL of the Previous Pledge along the lines of a similar notice to the Joint Notification (i.e, a notice referring to the perfection of the Previous Pledge on the basis of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements); and
- (iii) (in case previous notification to CBL in respect of a Previous Pledge did not take the form of a Joint Notification), when notifying the Pledge to CBL along the lines of the Joint Notification, the Pledgor will not be required to collect the acknowledgement of the Pledge from CBL if a similar acknowledgement (including in respect of the waiver contained therein) was previously collected from CBL and communicated to the Pledgee.

## 2.4 Representations, Warranties and Covenants

The representations, warranties and covenants under this Clause 2.4 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to a Non-CmaX Pledged Account.

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Non-CmaX Pledged Account;
- (b) it is (and will remain) the owner of the Relevant Pledged Assets or, if it is not the owner of the Relevant Pledged Assets, it will have obtained the securities' owner or deemed owner's consent to the granting of the pledge before the pledge is created and the Relevant Pledged Assets transferred to the relevant Non-CmaX Pledged Account;
- (c) it has the right to pledge the Relevant Pledged Assets (in case a Previous Pledge has been granted by the Pledgor to the Pledgee, this representation is granted by the Pledgor to the Pledgee based on the Pledgee's consent granted in Clause 2.1);
- (d) upon completion of the actions referred to in Clause 2.3 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding security interest of each Non-CmaX Pledged Account in favour of the Pledgee not subject to any prior or *pari passu* encumbrance (other than any Previous Pledge) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (e) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Non-CmaX Pledged Account (other than by a Previous Pledge or a Permitted Pledge);

- (f) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 1;
- (g) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer in respect of all or part of its assets or revenues;
- (h) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under or in connection with the Pledge (or any Previous Pledge) or have a material adverse effect on any Non-CmaX Pledged Account; and
- (i) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under this Schedule 1, including against claims made by third parties.

The Pledgor covenants that until the Pledge (and any Previous Pledge) shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Non-CmaX Pledged Account or all or part of the Relevant Pledged Assets.

## 2.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Pledgor shall at its own expense promptly and duly execute and make all such assurances or do such acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule in relation to any Non-CmaX Pledged Account for facilitating the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

## 2.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions or the Agreement (including this Schedule 1) or the arrangements governing a Previous Pledge or a Permitted Pledge and as long as no Event of Default has occurred.



As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant Non-CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

## 2.7 Rights attached to the Relevant Pledged Assets

### (a) Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Pledgor shall first take all steps necessary for a release by Eurex Clearing AG of the Pledge over the Relevant Pledged Asset so as to achieve a withdrawal of the relevant Security out of the Non-CmaX Pledged Account in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

### (b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a Non-CmaX Pledged Account, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the Non-CmaX Pledged Account.

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of the Non-CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the Non-CmaX Pledged Account.

## 2.8 Additional covenant of the Pledgor

The Pledgor shall not be entitled to notify CBL of the release of the Pledge over the Relevant Pledged Assets to the credit of a Non-CmaX Pledged Account as long as:

- (a) all outstanding Relevant Secured Liabilities connected with the relevant Non-CmaX Pledged Account have not been satisfied in full; and
- (b) the release of all pledges (including any Previous Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that Non-CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

CBL will be instructed under the Joint Notification not to comply with any unilateral release instructions from the Pledgor unless and until CBL receives a matching notification from the Pledgee.

### 3 **Special Provisions with respect to Securities in Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts**

If one or more Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts (hereafter each a “**CmaX Pledged Account**”) have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

#### 3.1 **Creation of the Pledge**

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant CmaX Pledged Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

#### 3.2 **Determination of the Relevant Pledged Assets**

All Securities standing from time to time to the credit of any CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

#### 3.3 **Perfection of the Pledge**

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the relevant CmaX Pledged Account, be designated in CBL's books, collectively by reference to the relevant CmaX Pledged Account, as pledged in favour of the Pledgee (the “**Perfection Requirement**”).

For this purpose, on or around the execution of the Agreement, the Pledgor and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an “**Appendix A**”) requesting “Collateral Agreement” related services from CBL (through selection of “TCMS PL” services in Appendix A), of the existence of the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account are pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, based on Appendix C of the Collateral Management Service Agreements and CBL's internal processes, the provision of the Pledge Information to CBL by the Pledgor and the Pledgee through matching Appendixes A will

automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of matching Appendixes A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CmaX Pledged Account as collectively pledged in favour of the Pledgee.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CmaX Pledged Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

### **3.4 Security**

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

### **3.5 Disposal**

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions, the Collateral Management Service Agreements, the Agreement (including this Schedule 1) or the arrangements governing a Previous Pledge or a Permitted Pledge, and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

### **3.6 Collateral Management Service Agreements**

Eurex Clearing AG and the Pledgor shall have entered into the Collateral Management Service Agreements with CBL for the management of the Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account(s).

In this regard:

- (a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to a Relevant Pledged Asset, the Pledgor shall first substitute the Relevant Pledged Asset in accordance with item (c) below.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CmaX Pledged Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the CmaX Pledged Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CmaX Pledged Account.

(c) Substitutions

Substitutions of Relevant Pledged Assets will be operated by CBL in accordance with the provisions of the Collateral Management Service Agreements.

### 3.7 Undertaking of the Pledgor

(a) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (ii) and/or Article 24.1 of the Collateral Management Service Agreement for Collateral Givers, with respect to, or affecting the functioning of, a CmaX Pledged Account, as long as:

- (i) all outstanding Relevant Secured Liabilities connected with that CmaX Pledged Account have not been satisfied in full; and
- (ii) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

(b) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:

- (i) all outstanding Relevant Secured Liabilities connected with all CmaX Pledged Accounts (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and
- (ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CmaX Pledged Accounts and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements, has not been irrevocably granted by the Pledgee to the Pledgor in full.

#### **4 Special Provisions with respect to Securities in CBL GC Pooling Re-use Pledged Securities Accounts**

If one or more CBL GC Pooling Re-use Pledged Securities Accounts have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement to which this Schedule 1 is attached, the following special provisions apply:

##### **4.1 Creation of the Pledge**

As continuing security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the CBL GC Pooling Re-use Pledged Securities Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

##### **4.2 Determination of the Relevant Pledged Assets**

All Securities standing from time to time to the credit of any CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 1).

##### **4.3 Perfection of the Pledge**

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the CBL GC Pooling Re-use Pledged Securities Account(s), be designated in CBL's books, collectively by reference to the relevant CBL GC Pooling Re-use Pledged Securities Account, as pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Pledgor and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an "**Appendix A**") requesting "Collateral Agreement" related services from CBL (through selection of "TCMS PL" services in Appendix A), of the existence of

the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, based on Appendix C of the Collateral Management Service Agreements and CBL’s internal processes, the provision of the Pledge Information to CBL by the Pledgor and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of matching Appendixes A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account as collectively pledged in favour of the Pledgee. To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CBL GC Pooling Re-use Pledged Securities Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee’s consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge.

#### **4.4 Marking to Market**

The Marking to Market of Margin Collateral shall be made in accordance with the Collateral Management Service Agreements.

The delivery of additional securities as Margin Collateral or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

#### **4.5 Substitution**

Substitution of Relevant Pledged Assets will be operated by CBL in accordance with the Collateral Management Service Agreements.

#### **4.6 Security**

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

#### **4.7 Disposal**

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets except as

permitted by the Clearing Conditions, the Agreement (including this Schedule 1), the arrangements governing a Previous Pledge or a Permitted Pledge or the Collateral Management Service Agreements, and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the CBL GC Pooling Re-use Pledged Securities Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

#### **4.8 Collateral Management Service Agreements**

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL for the management of the Relevant Pledged Assets standing from time to time to the credit of the CBL GC Pooling Re-use Pledged Securities Account(s).

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to a Relevant Pledged Asset, the Pledgor shall first substitute the Relevant Pledged Asset in accordance with Clause 4.5 above.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CBL GC Pooling Re-use Pledged Securities Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Pledgor shall be entitled to instruct CBL to transfer any such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CBL GC Pooling Re-use Pledged Securities Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account(s).

## 4.9 Undertaking of the Pledgor

- (a) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (ii) and/or Article 24.1 of the Collateral Management Service Agreement for Collateral Givers, with respect to, or affecting the functioning of, a CBL GC Pooling Re-use Pledged Securities Account, as long as:
- (i) all outstanding Relevant Secured Liabilities connected with that CBL GC Pooling Re-use Pledged Securities Account have not been satisfied in full; and
  - (ii) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CBL GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.
- (b) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:
- (i) all outstanding Relevant Secured Liabilities connected with all CBL GC Pooling Re-use Pledged Securities Accounts (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and
  - (ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CBL GC Pooling Re-use Pledged Securities Accounts and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements has not been irrevocably granted by the Pledgee to the Pledgor in full.

## 5 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Pledged Securities Accounts during the term of the Agreement.

This Clause shall supersede any existing arrangement in this regard and, to the extent applicable and between the Parties only, shall prevail on any provision of the Collateral Management Service Agreements in this regard.

## 6 Enforcement

### 6.1 Realisation of the Relevant Pledged Assets

Subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Agreement, the Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in



accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements, to the extent applicable, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation in which case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in Article 11 (1) (e) of the Luxembourg Law on Financial Collateral Arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in Paragraph (b) above by private agreement at normal commercial conditions;(d) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert; and
- (e) to take advantage of any other realisation or enforcement method permissible under applicable law.

## **6.2 Notification to CBL of an Event of Default or Enforcement Event**

At any time while an Event of Default or Enforcement Event is continuing, the Pledgee may (without any obligation) notify CBL that such an event has occurred substantially in the form of the notice attached hereto as Attachment 2 for Non-CmaX Pledged Accounts and in accordance with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements for CmaX Pledged Accounts and CBL GC Pooling Re-use Pledged Securities Accounts.

## **6.3 Limitation on Realisation**

Without prejudice to Clause 3.2 of the Agreement, the Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this paragraph, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor.

## **7 Order of Distributions**

All amounts received or recovered by the Pledgee in the exercise of its rights under the Agreement (including this Schedule 1) shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor or any other person entitled to it.

## **8 Liability of the Pledgee**

The Pledgee shall not be liable to the Pledgor for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

## **9 Saving Provisions**

### **9.1 Continuing Security**

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule 1.

### **9.2 Immediate recourse**

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule.

## **10 Notices**

Each communication to be made between the Parties under or in connection with this Schedule shall be made in accordance with the relevant provisions of the Clearing Agreement and the Clearing Conditions.

## **11 Rights, Waivers and Determinations**

### **11.1 Ambiguity**

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Clearing Conditions and the Clearing Agreement (including this Schedule 1), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule 1) shall prevail.
- (b) The provisions of this Schedule are without prejudice to the provisions of the Clearing Conditions and of the Clearing Agreement. In case of inconsistency, the provisions in the Clearing Conditions and the Clearing Agreement shall prevail, save as regards the management and enforcement provisions set forth in this Schedule which shall be overriding.

## **11.2 Exercise of rights**

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions and the Clearing Agreement (including this Schedule 1) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

## **12 Assignment**

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule 1), neither Party shall assign any of its rights or claims under this Schedule 1 except with the prior written consent of the other Party.

## **13 Severability**

Any provision in this Schedule 1 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

## **14 Headings**

The Clause headings used in this Schedule 1 are for convenience of reference only and shall not affect the construction of this Schedule 1.

## Schedule 1 – Attachment 1 Form of Notice of Pledge with respect to Securities in (non-CmaX) Luxembourg Securities Accounts <sup>1</sup>

To:

Clearstream Banking S.A., société anonyme  
42, Avenue John F. Kennedy  
L-1855 Luxembourg  
R.C.S. Luxembourg B 9248  
("CBL")

From:

\* \_\_\_\_\_  
(as "Pledgor")

\* \_\_\_\_\_ \*Street no.

\* \_\_\_\_\_  
Address line 2

\* \_\_\_\_\_ \*Town/city

\* \_\_\_\_\_  
Country

\* \_\_\_\_\_  
First name and surname of the contact person

\* \_\_\_\_\_ \*Fax

\* \_\_\_\_\_  
E-mail

and  
Eurex Clearing AG  
Mergenthalerallee 61  
65760 Eschborn  
Federal Republic of Germany  
Registered in the commercial register of the  
local court (Amtsgericht) in Frankfurt am  
Main under HRB 44828  
(as "Pledgee")

<sup>1</sup> Only applicable in case of a Non-CmaX Pledged Account(s) held by the Clearing Member.



The Pledgee and the Pledgor hereby authorise and instruct CBL to follow instructions of the Pledgee with respect to the Pledged Securities Account(s) subject to the limitations and provisions of CBL's general terms and conditions (the "**General Terms and Conditions**") and the provisions of this letter. Such instructions or notices of the Pledgee can include, without limitation, the debit of the Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense credited to such Pledged Securities Account(s) (the "**Collateral**").

CBL shall solely comply with the instructions of the Pledgee in relation to (i) the exercise of any voting rights attached to any item of Collateral maintained in the Pledged Securities Account(s), as well as (ii) any conversion, subdivision, consolidation, redemption, takeover, pre-emption option or other right in respect of any item of Collateral maintained in the Pledged Securities Account(s).

Until CBL is notified of the occurrence of an Event of Default or Enforcement Event, CBL shall be authorised to follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions.

The Pledgor hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor as set out above, it shall be fully liable to CBL for any and all obligations created on its behalf pursuant to the authority described above and undertakes to ratify whatever Pledgee causes to be done under such authority. The Pledgor hereby agrees and confirms that CBL shall not be liable and that the Pledgor indemnifies, exonerates and holds CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements) incurred by CBL as a result of, or arising out of any action taken by Pledgee under the authorisation described above.

Upon notification by the Pledgee to CBL of the occurrence of an Event of Default or Enforcement Event in the form substantially set out in the attachment to this notice, CBL is required to (a) block the Pledged Securities Accounts, (b) no longer comply with the instructions from the Pledgor and (c) solely comply with the instructions from the Pledgee.

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the pledge and instruct the transfer of any Collateral standing to the credit of the Pledged Securities Account(s). Any communication, notification and instruction in respect of an enforcement shall be solely given by Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or Pledgee.

In case CBL previously received a notice of pledge in respect of a pledge agreement between Eurex Clearing AG and the Pledgor and relating to Pledged Securities Accounts listed above, CBL is hereby requested to (a) verify that its books and records appropriately reflect the pledge over the securities standing from time to time to the credit of such Pledge Securities Account(s) in favour of the Pledgee and (b) comply with the instructions contained in the present notice of pledge when managing such Pledged Securities Account(s), irrespective of any management instructions previously given by the Pledgor and Eurex Clearing AG to CBL.

CBL is hereby instructed to consider the securities standing to the credit of the Pledged Securities Account(s) as pledged in favour of the Pledgee until CBL is expressly notified otherwise by the Pledgee. CBL shall not comply with any unilateral release instructions from the Pledgor (other than in relation to distributions, as provided above) until CBL receives a matching instruction from the Pledgee.

The Pledgor hereby expressly authorises CBL to disclose to Pledgee through the communication means selected by Pledgee (the “**Authorisation**”) any reports and any information related to the Pledged Securities Account(s) (the “**Information**”).

The Pledgor hereby agrees to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to Pledgee of all or any part of the Information.

Each of the Pledgor and Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Pledgor, CBL will no longer be entitled to provide to the Pledgee any Information related to the Pledgor hereunder and the Pledgor and Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Pledgor and/or to Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond CBL’s reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Pledgor and/or Pledgee or of their respective counterparty’s depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, the acts or omissions of (or the bankruptcy or insolvency of) any of CBL’s depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal of order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection from or deposit or crediting to the Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Pledgor and/or Pledgee.

The Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts to waive its retention right and pledge pursuant to Articles 43 and 44 of General Terms and Conditions (or any successor provision) with respect to the Collateral standing to the credit of the Pledged Securities Account(s). CBL also agrees not to exercise its right of set off pursuant to Article 46 of the General Terms and Conditions. To the extent not prevented by law, CBL agrees not to permit any lien, claim, charge, pledge or encumbrance to exist in its favour, in respect of Collateral held in a Pledged Securities Account.

This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein. This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets standing from time to time to the credit of the Pledged Securities Account(s).



This notification and any contractual and non-contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Acting for the Pledgor:

\_\_\_\_\_ signature

\_\_\_\_\_ signature

\_\_\_\_\_ Name and capacity

\_\_\_\_\_ Name and capacity

Acting for Eurex Clearing as the Pledgee:

\_\_\_\_\_ signature

\_\_\_\_\_ signature

\_\_\_\_\_ Name and capacity

\_\_\_\_\_ Name and capacity

\* \* \* \* \*

CBL hereby confirms receipt and acknowledges the terms of the letter set out above.

Date: \_\_\_\_\_.

Acting for CBL:

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
Name and capacity

\_\_\_\_\_  
Name and capacity

**Schedule 1 – Attachment 2**  
**Form of Notice To Be Given To Clearstream Banking S.A. in Case Of**  
**An Event of Default/Enforcement Event for (non-CmaX) Luxembourg Securities**  
**Accounts<sup>1</sup>**

To:

Clearstream Banking S.A.  
To the attention of \_\_\_\_\_  
42, avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

cc:

\_\_\_\_\_ (legal name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (address)

(the “Pledgor”)

From:

Eurex Clearing AG  
Mergenthalerallee 61  
65760 Eschborn  
Federal Republic of Germany  
Registered in the commercial register of the  
local court (*Amtsgericht*) in Frankfurt am  
Main under HRB 44828  
(as “Pledgee”)

\_\_\_\_\_ (date)

Notice of an Enforcement Event

Dear Sir or Madam,

We refer to the bank account bearing number \_\_\_\_\_ (the “**Pledged Securities Account**”) opened in the name of \_\_\_\_\_ (the “**Pledgor**”) with your institution.

We hereby give you notice, for the purpose of Clause 6.2 of Schedule 1 attached to the pledge agreement dated \_\_\_\_\_ between the Pledgor and our institution as Pledgee (the “**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the enforcement of the Relevant Pledged Assets and to the payment of any cash proceeds to be added as decided by the Pledgee]

\_\_\_\_\_

<sup>1</sup> To be used with Non-CmaX Pledged Account(s) held by the Clearing Member – For CmaX Pledged Account(s) and CBL GC Pooling Re-use Pledged Securities Account(s) held by the Clearing Member, use CBL templates or secure messaging system in accordance with the procedures set out in the Collateral Management Service Agreements.



Yours sincerely,

For and on behalf of Eurex Clearing AG:

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
Name and capacity

\_\_\_\_\_  
Name and capacity

**Schedule 2 –  
Pledges relating to Securities  
in (non-CmaX and CmaX) Luxembourg Securities Accounts held by a  
Third-Party CM Account Holder<sup>1</sup>**

This Schedule 2 (the “**Schedule 2**”) is entered into

**BETWEEN:**

- (1) the Clearing Member (as defined above in the Agreement, as pledgor (the “**Pledgor**”);
- (2) Eurex Clearing Aktiengesellschaft, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany, as pledgee (“**Eurex Clearing AG**” or the “**Pledgee**”); and
- (3) the Third-Party CM Account Holder (as defined in the Agreement), as third party pledge holder (*tiers détenteur de gage*) (the “**Third-Party CM Account Holder**”).

The Pledgor, Eurex Clearing AG and the Third-Party CM Account Holder are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”.

The Parties agree as follows:

---

<sup>1</sup> In case a specific operation/construction involves several Third-Party CM Account Holders (all having signed the main Agreement (the Agreement being hence a multiparty agreement), this Schedule 2 shall be read as governing the relationship between the Pledgor, the Pledgee and a relevant Third-Party CM Account Holder (the “**Relevant Third-Party CM Account Holder**”) in a triparty manner and with respect to the relevant accounts opened in the name of that Relevant Third-Party CM Account Holder and excluding any other Third-Party CM Account Holder agreed by the Pledgor and the Pledgee. In other words, there will be as many Agreements and related Schedule 2 concluded as there will be different Third-Party CM Account Holders involved.

Accordingly, the analysis of the required notices to be served to CBL under Attachments 1 or 2 hereunder (as applicable) shall be made by reference to each triparty relationship considering the relevant type of accounts of the Relevant Third-Party CM Account Holder and the role of the Relevant Third-Party CM Account Holder (whether it is the Collateral Giver or not).

In the above context:

(a) where Luxembourg Securities Accounts outside CmaX are concerned: a notice in the form of Attachment 1 hereto will be required;

(b) where Luxembourg Securities Accounts within CmaX are concerned: the Relevant Third-Party CM Account Holder will be required to serve a notice to CBL in accordance with Attachment 2 hereto if it is not the Collateral Giver. In case it is the Collateral Giver, no notices are required to be made specifically under this Agreement.

## 1 Definitions and Interpretation

### 1.1 Definitions

Unless the context requires otherwise, terms used but not defined in this Schedule 2 shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule 2 is attached and:

“**Agreement**” refers to the agreement to which this Schedule 2 is attached.

“**CBL**” means Clearstream Banking S.A., a company incorporated as a société anonyme under the laws of the Grand Duchy of Luxembourg, having its registered office at 42, avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-9248.

“**CBL Governing Documents**” means the Governing Documents of CBL, as defined in the general terms and conditions of CBL to which the Pledged Securities Account is subject.

“**CmaX Pledged Account**” has the meaning given to it in Clause 3.

“**Collateral Giver**” means the collateral giver under the Collateral Management Service Agreement for Collateral Givers, which may either be the Pledgor or the Third-Party CM Account Holder, in this later case only if the Pledgor is not eligible to be a client of CBL.

“**Collateral Management Service Agreements**” means, in particular as regards the collateral provided under Clauses 3 and 4 of this Schedule 2, (i) the Global Collateral Management Service Agreement for multiple settlement locations (collateral giver version), including any relevant Appendix thereto, in particular Appendices A and C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement between CBL and the Collateral Giver, as may be amended by CBL and the Collateral Giver from time to time by way of side letter or otherwise (the “**Collateral Management Service Agreement for Collateral Givers**”), and (ii) the Global Collateral Management Service Agreement for multiple settlement locations (collateral receiver version) including any relevant Appendix thereto, in particular Appendices A and C (Triparty Collateral Management Service (CmaX) Product Guide) between CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise (the “**Collateral Management Service Agreement for Collateral Receivers**”).

“**Collateral Management Service Agreement**” means any of the Collateral Management Service Agreement for Collateral Givers or the Collateral Management Service Agreement for Collateral Receivers or the relevant of them, as the context requires.

“**Distributions**” mean any cash received or receivable from time to time in respect of the Securities, whether by way of principal, premium, interest, dividend, return on capital or otherwise.

“**Enforcement Event**” means

- (i) the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation; or
- (ii) irrespective of, including prior to the occurrence of, any of the events referred to in (i):
  - (a) with respect to Luxembourg Pledged Securities Accounts, Luxembourg CmaX Pledged Securities Accounts or CBL GC Pooling Re-use Pledged Securities Account(s), upon the occurrence of a Termination Event or an Insolvency Termination Event and a Clearing Member Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member;
  - (b) with respect to Luxembourg Omnibus Pledged Securities Accounts or Luxembourg CmaX Omnibus Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant Omnibus Standard Agreement of the Clearing Member; and
  - (c) with respect to Luxembourg ISA Pledged Securities Accounts or Luxembourg CmaX ISA Pledged Securities Accounts, upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant ISA Standard Agreement of the Clearing Member.

**“Event of Default”** means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor or (b) an Enforcement Event or (c), in relation to the Third-Party CM Account Holder, an Insolvency Event affecting such Third-Party CM Account Holder.

**“Insolvency Event”** has the same meaning as the term “Insolvency Related Events” contained in Chapter I Part 1 Number 7.2.1 Paragraph (5) of the Clearing Conditions with respect to the Pledgor.

**“Luxembourg Law on Financial Collateral Arrangements”** means the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended.

**“Non-CmaX Pledged Account”** has the meaning given to it in Clause 2.

**“Permitted Pledge”** means each pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets, securing the Relevant Secured Liabilities, after the date of the Agreement.

**“Pledge”** means each first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets or, in case of the existence of any Previous Pledges, a security (“gage”) in such Relevant Pledged Assets which is directly ranked behind such Previous Pledges and created pursuant to Clauses 2.1, 3.1 and 4.1 below.

**“Pledged Securities Account”** means each of the following securities accounts in the name of the Third-Party CM Account Holder and identified pursuant to Clause 2.1.2 of the Agreement: the Luxembourg Pledged Securities Account(s), the Luxembourg Omnibus

Pledged Securities Account(s), the Luxembourg CASS Omnibus Pledged Securities Account(s), the Luxembourg CmaX Pledged Securities Account(s), the Luxembourg CmaX Omnibus Pledged Securities Account(s), the Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), the CBL GC Pooling Re-use Pledged Securities Account(s), the Luxembourg ISA Pledged Securities Account(s), the Luxembourg ISA CASS Pledged Securities Account(s), the Luxembourg CmaX ISA Pledged Securities Account(s) and the Luxembourg CmaX ISA CASS Pledged Securities Account(s).

**“Previous Pledge”** means each pledge that has been granted by the Pledgor to the Pledgee in the Relevant Pledged Assets prior to the execution of the Agreement and has not been released as of the time of the execution of the Agreement to which this Schedule 2 is attached.

**“Relevant Pledged Assets”** means all Securities which are at present or are in the future deposited in the relevant Pledged Securities Accounts for the purpose of securing the Relevant Secured Liabilities.

**“Relevant Secured Liabilities”** means

- (i) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg Pledged Securities Account(s), Luxembourg CmaX Pledged Securities Account(s), or CBL GC Pooling Re-use Pledged Securities Account(s), the Secured Claims pursuant to Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims);
- (ii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg Omnibus Pledged Securities Account(s) or Luxembourg CmaX Omnibus Pledged Securities Account(s), the Secured Omnibus Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);
- (iii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg CASS Omnibus Pledged Securities Account(s) or Luxembourg CmaX CASS Omnibus Pledged Securities Account(s), all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.3),
- (iv) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg ISA Pledged Securities Account(s) or Luxembourg CmaX ISA Pledged Securities Account(s), all Secured ISA Claims (as defined in Chapter I Part 4 Number 6.3.3.1 of the Clearing Conditions) (other than any Secured ISA CASS Claims); and
- (v) with respect to the Pledge over Relevant Pledged Assets credited to one or more Luxembourg ISA CASS Pledged Securities Account(s) or Luxembourg CmaX ISA CASS Pledged Securities Account(s), all Secured ISA CASS Claims (as defined in Chapter I Part 4 Number 6.3.3.3 of the Clearing Conditions).

**“Securities”** means book-entry securities, which are deposited to the credit of the relevant Pledged Securities Account.



“**Voting and Related Rights**” with respect to any Security, means any voting right attached to it as well as any other rights, including, without limitation, rights related to conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights of similar nature.

## 1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 2 to:

- (a) the “**Pledgor**”, the “**Pledgee**”, the “**Third-Party CM Account Holder**” or any “**Party**” shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) “**assets**” includes present and future properties, revenues and rights of every description;
- (c) the “**Schedule 2**” shall be understood as a reference to this Schedule 2 as well as to the provisions of the Agreement, unless the context requires otherwise.

Words denoting the singular shall include the plural and vice versa, words denoting one gender shall include all other genders and words denoting persons shall include firms and corporations and vice versa.

Any reference in this Schedule 2 to any statutory provisions shall be construed as a reference to the statutory provisions as the same may from time to time be changed by any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment.

References to any document or agreement shall be construed as a reference to that document or agreement as the same may from time to time be amended, modified, barred, supplemented or novated.

## 2 Special Provisions with respect to Securities in Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts

If one or more Luxembourg Pledged Securities Accounts, Luxembourg Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts and/or Luxembourg ISA CASS Pledged Securities Accounts (hereafter each a “**Non-CmaX Pledged Account**”) have been established in the name of the Clearing Member and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

### 2.1 Creation of the Pledge

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Non-

CmaX Pledged Account and hereby grants to the Pledgee a Pledge (*gage*) over such Relevant Pledged Assets.

The Third-Party CM Account Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant Non-CmaX Pledged Account pursuant to, and in accordance with, this Schedule 2, and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant Non-CmaX Pledged Account for the benefit of the Pledgor, as owner of the Relevant Pledged Assets and pledgor, and Eurex Clearing AG, as pledgee.

## 2.2 Determination of the Relevant Pledged Assets

All securities standing from time to time to the credit of any Non-CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including Schedule 2).

## 2.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the Non-CmaX Pledged Account(s), be designated in CBL's books, collectively by reference to the relevant Non-CmaX Pledged Account, as pledged in favour of the Pledgee.

For this purpose, on the date of the Agreement, the Pledgor, the Third-Party CM Account Holder and the Pledgee shall execute and send to CBL the joint notification set out in Attachment 1 to this Schedule 2 (the "**Joint Notification**"). The Pledgor shall, directly or via the Third-Party CM Account Holder, ensure that CBL returns a duly acknowledged version of the Joint Notification to the Pledgee.

The Joint Notification includes, amongst other things, instructions on the manner Relevant Pledged Assets standing to the credit of the Non-CmaX Pledged Account(s) shall be managed by CBL as long as CBL is not otherwise instructed by the Pledgee (acting in compliance with its rights and obligations vis-à-vis the Pledgor).

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to Relevant Pledged Assets standing to credit of the Non-CmaX Pledged Account(s):

- (i) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge;
- (ii) the Pledgee, the Third-Party CM Account Holder and the Pledgor will not be required to proceed with the Joint Notification to CBL in respect of the Pledge, provided that the Pledgee, the Third-Party CM Account Holder and the Pledgor previously notified CBL of the Previous Pledge along the lines of a similar notice to the Joint Notification (i.e, a notice referring to the perfection of the Previous Pledge on the basis of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements); and

- (iii) (in case previous notification to CBL in respect of a Previous Pledge did not take the form of a Joint Notification), when notifying the Pledge to CBL along the lines of the Joint Notification, the Pledgor will not be required to collect the acknowledgement of the Pledge from CBL if a similar acknowledgement (including in respect of the waiver contained therein) was previously collected from CBL and communicated to the Pledgee.

## 2.4 Representations, Warranties and Covenants

The representations, warranties and covenants under this Clause 2.4 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to a Non-CmaX Pledged Account.

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the owner of the Relevant Pledged Assets or, if it is not the owner of the Relevant Pledged Assets, it will have obtained the securities' owner or deemed owner's consent to the granting of the pledge before the pledge is created and the Relevant Pledged Assets transferred to the relevant Non-CmaX Pledged Account;
- (b) it has the right to pledge the Relevant Pledged Assets (in case a Previous Pledge has been granted by the Pledgor to the Pledgee, this representation is granted by the Pledgor to the Pledgee based on the Pledgee's consent granted in Clause 2.1);
- (c) upon completion of the actions referred to in Clause 2.3 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding security interest of each Non-CmaX Pledged Account in favour of the Pledgee not subject to any prior or *pari passu* encumbrance (other than any Previous Pledge) and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (d) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Non-CmaX Pledged Account (other than by a Previous Pledge or a Permitted Pledge);
- (d) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
- (e) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer in respect of all or part of its assets or revenues;
- (f) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under or in connection with the Pledge (or any Previous Pledge) or have a material adverse effect on any Non-CmaX Pledged Account; and

- (g) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under this Schedule 2, including against claims made by third parties.

The Pledgor covenants that until the Pledge (and any Previous Pledge) shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Non-CmaX Pledged Account or all or part of the Relevant Pledged Assets.

The Third-Party CM Account Holder hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Non-CmaX Pledged Account;
- (b) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Non-CmaX Pledged Account (other than by a Previous Pledge or a Permitted Pledge);
- (c) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
- (d) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer in respect of all or part of its assets or revenues;
- (e) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under or in connection with the Pledge (or any Previous Pledge) or have a material adverse effect on any Non-CmaX Pledged Account; and
- (f) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge (or any Previous Pledge) or the rights of the Pledgee under this Schedule 2, including against claims made by third parties.

The Third-Party CM Account Holder covenants that until the Pledge (and any Previous Pledge) shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Non-CmaX Pledged Account or all or part of the Relevant Pledged Assets.

## 2.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Third-Party CM Account Holder shall neither create nor permit to create any security over the Relevant Pledged Assets and ensure that CBL waives any security created pursuant to the CBL Governing Documents in accordance with Attachment 1 hereto.

The Pledgor shall at its own expense promptly and duly execute and make all such assurances or do such acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any Non-CmaX Pledged Account for facilitating the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee. The Third-Party CM Account Holder agrees, at the Pledgor's expense, to cooperate and take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement. To that effect, the Pledgor and the Third-Party CM Account Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

## 2.6 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions or the Agreement (including this Schedule 2) or the arrangements governing a Previous Pledge or a Permitted Pledge and as long as no Event of Default has occurred.

The Third-Party CM Account Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the Non-CmaX Pledged Accounts, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third-Party CM Account Holder shall no longer permit any transfer of Relevant Pledged Assets from the credit of the relevant Non-CmaX Pledge Account(s) (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant Non-CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

## 2.7 Rights attached to the Relevant Pledged Assets

### (a) Voting and Related Rights

Provided that the Pledgor decides (through the Third-Party CM Account Holder) to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Pledgor shall arrange for the Third-Party CM Account Holder to first take all steps necessary for a release by Eurex Clearing AG of the Pledge over the Relevant Pledged Asset so as to achieve a withdrawal of the relevant Security out of the Non-CmaX Pledged Account in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a Non-CmaX Pledged Account, and provided CBL has not been notified of an Event of Default, the Third-Party CM Account Holder shall be entitled to instruct CBL to transfer any such Distributions out of the Non-CmaX Pledged Account.

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of the Non-CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the Non-CmaX Pledged Account.

## 2.8 Additional covenants

Neither the Pledgor nor the Third-Party CM Account Holder shall be entitled to notify CBL of the release of the Pledge over the Relevant Pledged Assets to the credit of a Non-CmaX Pledged Account as long as:

- (a) all outstanding Relevant Secured Liabilities connected with the relevant Non-CmaX Pledged Account have not been satisfied in full; and
- (b) the release of all pledges (including any Previous Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that Non-CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

CBL will be instructed under the Joint Notification not to comply with any unilateral release instructions from the Pledgor or the Third-Party CM Account Holder, unless and until CBL receives a release notification from the Pledgee.

## 3 Special Provisions with respect to Securities in Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts

If one or more Luxembourg CmaX Pledged Securities Accounts, Luxembourg CmaX Omnibus Pledged Securities Accounts, Luxembourg CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg CmaX ISA Pledged Securities Accounts and/or Luxembourg CmaX ISA CASS Pledged Securities Accounts (hereafter each a “**CmaX Pledged Account**”) have been established in the name of the Third-Party CM Account Holder and identified pursuant to Clause 2.1.2 of the Agreement, the following special provisions apply:

### 3.1 Creation of the Pledge

As continuing security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant CmaX Pledged Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

The Third-Party CM Account Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant CmaX Pledged Account pursuant to, and in accordance with, this Schedule 2 and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant CmaX Pledged Account for the benefit of the Pledgor, as owner of the Relevant Pledged Assets and pledgor, and Eurex Clearing AG, as pledgee.

### 3.2 Determination of the Relevant Pledged Assets

All Securities standing from time to time to the credit of any CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 2).

### 3.3 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the relevant CmaX Pledged Account, be designated in CBL's books, collectively by reference to the relevant CmaX Pledged Account, as pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Collateral Giver and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an "**Appendix A**") requesting "Collateral Agreement" related services from CBL (through selection of "TCMS PL" services in Appendix A), of the existence of the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account are pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, based on Appendix C of the Collateral Management Service Agreements and CBL's internal processes, the provision of the Pledge Information to CBL by the Collateral Giver and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, the Pledgor (if different) or any other party to CBL shall be required, without prejudice however to the notice that shall be served by the Third-Party CM Account Holder to CBL where the Pledgor is the Collateral Giver, in accordance with Clause 3.2 below. For all purposes required, if the Collateral Giver is not the Pledgor, when completing its Appendix A in the manner above described and providing the Pledge Information to CBL, the Third-Party CM Account Holder shall be

deemed to have received power from the Pledgor, as pledgor, hereunder to complete the Pledge Information vis-à-vis CBL.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of matching Appendixes A, CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CmaX Pledged Account as collectively pledged in favour of the Pledgee.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CmaX Pledged Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge, except that, if the Third-Party CM Account Holder is not the Collateral Giver, and if no notice along the lines of the notice in Attachment 2 of this Schedule 2 has been previously served by the Third-Party CM Account Holder on CBL, then such notice (and subsequent acknowledgement of CBL) will have to be served by the Third-Party CM Account Holder on CBL.

### 3.4 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Third-Party CM Account Holder shall not permit to create any security over the Relevant Pledged Assets and to the extent that the Third-Party CM Account Holder is not the Collateral Giver, ensure that CBL waives any security created pursuant to the CBL Governing Documents over the CmaX Pledged Accounts in accordance with Attachment 2 hereto.

To the extent that the Pledgor is not the Collateral Giver, it agrees and accepts that it shall at its own expense promptly and duly execute, give all such assurances and undertake all acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any CmaX Pledged Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee.

The Third-Party CM Account Holder agrees, at the Pledgor's expenses, to cooperate and take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement and this Schedule 2.



To this effect, the Pledgor and the Third-Party CM Account Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

### 3.5 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Relevant Pledged Assets except as permitted by the Clearing Conditions, the Collateral Management Service Agreements, the Agreement (including this Schedule 2) or the arrangements governing a Previous Pledge or a Permitted Pledge, and as long as no Event of Default has occurred.

The Third-Party CM Account Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the CmaX Pledged Accounts, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third-Party CM Account Holder shall no longer permit any transfer of Relevant Pledged Assets from the credit of the CmaX Pledged Accounts (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the relevant CmaX Pledged Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

### 3.6 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall have entered into the Collateral Management Service Agreements with CBL for the management of the Relevant Pledged Assets standing from time to time to the credit of the CmaX Pledged Account(s).

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides (through the Third-Party CM Account Holder) to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Collateral Giver shall first organise the substitution of the Relevant Pledged Asset in accordance with item (c) below.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CmaX Pledged Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Collateral Giver shall be entitled to instruct CBL to transfer any such Distributions out of the CmaX Pledged Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CmaX Pledged Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CmaX Pledged Account.

(c) Substitutions

Substitutions of Relevant Pledged Assets will be operated by CBL in accordance with the provisions of the Collateral Management Service Agreements.

### 3.7 Representations, Warranties and Covenants

- (a) Where the Pledgor is not the Collateral Giver, the Pledgor hereby represents and covenants that:
- (i) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
  - (ii) it has the right to pledge the Relevant Pledged Assets;
  - (iii) without prejudice to those actions referred to in Clause 3.2 (*Perfection of the Pledge*) (in addition to notification and waiver under Clause 3.3 where the Third-Party CM Account Holder is not the Collateral Giver), the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest in the CmaX Pledged Account in favour of the Pledgee not subject to any prior or *pari passu* encumbrance and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
  - (iv) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
  - (v) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
  - (vi) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;

- (vii) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any CmaX Pledged Account; and
  - (viii) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.
- (b) Where the Third-Party CM Account Holder is not the Collateral Giver, the Third-Party CM Account Holder hereby represents and covenants that:
- (i) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any CmaX Pledged Account (otherwise than pursuant to the Pledge);
  - (ii) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
  - (iii) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
  - (iv) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any CmaX Pledged Account; and
  - (v) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule 2, including against claims made by third parties.
- (c) The Pledgor and the Third-Party CM Account Holder covenant that until the Pledge shall be released by the Pledgee, they will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any CmaX Pledged Account or all or part of the Relevant Pledged Assets.
- (d) The representations, warranties and covenants under this Clause 3.5 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any CmaX Pledged Account.

### 3.8 Further Undertakings

- (a) The Collateral Giver shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (ii) and/or Article 24.1 of the Collateral Management Service

Agreements for Collateral Givers, with respect to, or affecting the functioning of, a CmaX Pledged Account, as long as:

- (iii) all outstanding Relevant Secured Liabilities connected with that CmaX Pledged Account have not been satisfied in full; and
  - (iv) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.
- (b) The Collateral Giver shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:
- (i) all outstanding Relevant Secured Liabilities connected with all CmaX Pledged Accounts (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and
  - (ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CmaX Pledged Accounts and any other pledged involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements, has not been irrevocably granted by the Pledgee to the Pledgor in full.
- (c) If the Third-Party CM Account Holder is not the Collateral Giver, it acknowledges and accepts that:
- (i) it shall not be entitled to serve any notification on CBL to close a CmaX Pledged Account, as long as: (a) all outstanding Relevant Secured Liabilities connected with that CmaX Pledged Account have not been satisfied in full, and (b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full; and
  - (ii) it shall not be entitled to serve any notification on CBL to terminate their business relationship as long as: (a) all outstanding Relevant Secured Liabilities connected with all CmaX Pledged Accounts have not been satisfied in full, and (b) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CmaX Pledged Accounts, has not been irrevocably granted by the Pledgee to the Pledgor in full.

#### 4 **Special Provisions with respect to Securities in CBL GC Pooling Re-use Pledged Securities Accounts**

If one or more CBL GC Pooling Re-use Pledged Securities Accounts have been established in the name of the Third-Party CM Account Holder and identified pursuant to Clause 2.1.2 of the Agreement to which this Schedule 2 is attached, the following special provisions apply:

##### 4.1 **Creation of the Pledge**

As continuing security for the full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the CBL GC Pooling Re-use Pledged Securities Account(s) and hereby grants to the Pledgee the Pledge (*gage*) over such Relevant Pledged Assets.

The Third-Party CM Account Holder hereby acknowledges the Pledge created by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets deposited from time to time to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account pursuant to, and in accordance with, this Schedule 2 and hereby acknowledges and confirms to hold such Relevant Pledged Assets from time to time standing to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account for the benefit of the Pledgor, as owner of the Relevant Pledged Assets and pledgor, and Eurex Clearing AG, as pledgee.

##### 4.2 **Determination of the Relevant Pledged Assets**

All Securities standing from time to time to the credit of any CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of the Pledgee under and pursuant to this Agreement (including this Schedule 2).

##### 4.3 **Perfection of the Pledge**

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Luxembourg Law on Financial Collateral Arrangements, the Relevant Pledged Assets shall, as and when they are credited to the CBL GC Pooling Re-use Pledged Securities Account(s), be designated in CBL's books, collectively by reference to the relevant CBL GC Pooling Re-use Pledged Securities Account, as pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Collateral Giver and the Pledgee shall inform CBL by or through the execution of the relevant Collateral Management Service Agreement, and notably by the completion of matching Appendixes A thereunder (each an "**Appendix A**") requesting "Collateral Agreement" related services from CBL (through selection of "TCMS PL" services in Appendix A), of the existence of the Pledge and that any Relevant Pledged Assets standing from time to time to the credit of the CBL GC Pooling Re-use Pledged Securities Account are pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, and based on Appendix C of the Collateral Management Service Agreements and CBL's internal processes, the provision of the Pledge Information to CBL by the Collateral Giver and the Pledgee through matching Appendixes A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, the Pledgor (if different) or any other party to CBL shall be required, without prejudice however to the notice that shall be served by the Third-Party CM Account Holder to CBL where the Pledgor is the Collateral Giver, in accordance with Clause 4.5 below. For all purposes required, if the Collateral Giver is not the Pledgor, when completing its Appendix A in the manner above described and providing the Pledge Information to CBL, the Third-Party CM Account Holder shall be deemed to have received power from the Pledgor, as pledgor, hereunder to complete the Pledge Information vis-à-vis CBL-

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of matching Appendixes A, CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the relevant CBL GC Pooling Re-use Pledged Securities Account as collectively pledged in favour of the Pledgee.

To the extent that any Previous Pledge has been granted by the Pledgor in favour of the Pledgee in relation to the Relevant Pledged Assets standing to credit of the existing CBL GC Pooling Re-use Pledged Securities Account(s):

- (a) the execution of the Agreement shall constitute evidence of the Pledgee's consent to the granting of the Pledge, in addition to the Previous Pledge; and
- (b) no additional notification requirement shall be carried out by the Parties vis-à-vis CBL in respect of the Pledge, except that, if the Third-Party CM Account Holder is not the Collateral Giver, and if no notice along the lines of the notice in Attachment 2 of this Schedule 2 has been previously served by the Third-Party CM Account Holder on CBL, then such notice (and subsequent acknowledgement of CBL) will have to be served by the Third-Party CM Account Holder on CBL (once).

#### **4.4 Marking to Market**

The Marking to Market of Margin Collateral shall be made in accordance with the Collateral Management Service Agreements.

The delivery of additional securities as Margin Collateral or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

#### **4.5 Substitution**

Substitution of Relevant Pledged Assets will be operated by CBL in accordance with the Collateral Management Service Agreements.

#### 4.6 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than any Previous Pledge and any Permitted Pledge).

The Third-Party CM Account Holder shall not permit to create any security over the Relevant Pledged Assets and to the extent that the Third-Party CM Account Holder is not the Collateral Giver, ensure that CBL waives any security created pursuant to the CBL Governing Documents over the CBL GC Pooling Re-Use Pledged Securities Accounts in accordance with Attachment 2 hereto.

To the extent that the Pledgor is not the Collateral Giver, it agrees and accepts that it shall at its own expense promptly and duly execute, give all such assurances and undertake all acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 2 in relation to any CBL GC Pooling Re-use Pledged Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and in the exercise of all powers, authorities and discretions vested in the Pledgee.

The Third-Party CM Account Holder agrees, at the Pledgor's expense, to take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement and this Schedule 2.

To this effect, the Pledgor and the Third-Party CM Account Holder shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

#### 4.7 Disposal

The Pledgor shall not, nor shall the Pledgor agree to, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Relevant Pledged Assets except as permitted by the Clearing Conditions, the Agreement (including this Schedule 2), the arrangements governing a Previous Pledge or a Permitted Pledge or the Collateral Management Service Agreements, and as long as no Event of Default has occurred.

The Third-Party CM Account Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the CBL GC Pooling Re-use Pledged Securities Account, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third-Party CM Account Holder shall no longer permit any transfer of Relevant Pledged Assets from the credit of the CBL GC Pooling Re-use Pledged Securities Accounts (except as otherwise agreed with the Pledgee). The Pledgee is entitled to notify CBL of the occurrence of the Event of Default so as to block the operation of the CBL GC Pooling Re-use Pledged Securities Account(s) and ensure CBL solely complies with the instructions of the Pledgee.

#### 4.8 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall have entered into Collateral Management Service Agreements with CBL for the management of the Relevant Pledged Assets to the credit of the CBL GC Pooling Re-use Pledged Securities Account(s).

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides (through the Third-Party CM Account Holder) to exercise any Voting and Related Rights attached to any Relevant Pledged Asset, the Collateral Giver shall first organise the substitution of the Relevant Pledged Asset in accordance with Clause 4.5 above.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

(b) Distributions

The Pledgor shall be entitled to receive and retain any Distributions in respect of Relevant Pledged Assets (unless and until enforcement of the Pledge occurs and the relevant Securities are no longer in the ownership of the Pledgor).

If credited to a CBL GC Pooling Re-use Pledged Securities Account in accordance with the Collateral Management Service Agreements, and provided CBL has not been notified of an Event of Default, the Collateral Giver shall be entitled to instruct CBL to transfer any such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account (subject to appropriate substitution with eligible assets, if applicable, according to CBL's collateral valuation principles).

After the occurrence of an Event of Default notified to CBL, if any Distributions stand to the credit of a CBL GC Pooling Re-use Pledged Securities Account, the Pledgor shall be entitled to request the Pledgee to instruct CBL to transfer such Distributions out of the CBL GC Pooling Re-use Pledged Securities Account(s).

#### 4.9 Representations, Warranties and Covenants

(a) Where the Pledgor is not the Collateral Giver, the Pledgor hereby represents and covenants that:

- (i) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (ii) it has the right to pledge the Relevant Pledged Assets;
- (iii) without prejudice to those actions referred to in Clause 4.3 (*Perfection of the Pledge*) (in addition to notification and waiver under Clause 4.6 where the Third-Party CM Account Holder is not the Collateral Giver), the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security



- interest in the CBL GC Pooling Re-use Pledged Securities Account(s) in favour of the Pledgee not subject to any prior or *pari passu* encumbrance and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (iv) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
  - (v) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
  - (vi) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
  - (vii) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any CBL GC Pooling Re-Use Pledged Securities Account; and
  - (viii) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.
- (b) Where the Third-Party CM Account Holder is not the Collateral Giver, the Third-Party CM Account Holder hereby represents and covenants that:
- (i) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any CBL GC Pooling Re-Use Pledged Securities Account (otherwise than pursuant to the Pledge);
  - (ii) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in order to permit the exercise by the Pledgee of its rights and powers under this Schedule 2;
  - (iii) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
  - (iv) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the

Pledgee under or in connection with the Pledge or have a material adverse effect on any CBL GC Pooling Re-Use Pledged Securities Account; and

- (v) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule 2, including against claims made by third parties.
- (c) The Pledgor and the Third-Party CM Account Holder covenant that until the Pledge shall be released by the Pledgee, they will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any CBL GC Pooling Re-use Pledged Securities Account(s) or all or part of the Relevant Pledged Assets.
- (d) The representations, warranties and covenants under this Clause 4.9 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any CBL GC Pooling Re-Use Pledged Securities Account.

#### 4.10 Further Undertakings

- (a) The Collateral Giver shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (ii) and/or Article 24.1 of the Collateral Management Service Agreements for Collateral Givers, with respect to, or affecting the functioning of, a CBL GC Pooling Re-use Pledged Securities Account, as long as:
  - (i) all outstanding Relevant Secured Liabilities connected with that CBL GC Pooling Re-use Pledged Securities Account have not been satisfied in full; and
  - (ii) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CBL GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.
- (b) The Collateral Giver shall not be entitled to serve any notification on CBL on the basis of Article 24.3 of the Collateral Management Service Agreements as long as:
  - (i) all outstanding Relevant Secured Liabilities connected with all CBL GC Pooling Re-use Pledged Securities Accounts (as well as all other outstanding secured liabilities of the Pledgor *vis-à-vis* the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and
  - (ii) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CBL GC Pooling Re-use Pledged Securities Accounts and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements has not been irrevocably granted by the Pledgee to the Pledgor in full.

- (c) If the Third-Party CM Account Holder is not the Collateral Giver, it acknowledges and accepts that:
  - (i) it shall not be entitled to serve any notification on CBL to close a CBL GC Pooling Re-use Pledged Securities Account, as long as: (a) all outstanding Relevant Secured Liabilities connected with that CBL GC Pooling Re-use Pledged Securities Account have not been satisfied in full, and (b) the release of all pledges (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to that CBL GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full; and
  - (ii) it shall not be entitled to serve any notification on CBL to terminate their business relationship as long as: (a) all outstanding Relevant Secured Liabilities connected with all CBL GC Pooling Re-use Pledged Securities Accounts have not been satisfied in full, and (b) the release of all pledges in favour of the Pledgee (including any Previous Pledge, the Pledge and any Permitted Pledge) over the Relevant Pledged Assets to all CBL GC Pooling Re-use Pledged Securities Accounts, has not been irrevocably granted by the Pledgee to the Pledgor in full.

## 5 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree, and the Third-Party CM Account Holder acknowledges, that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Pledged Securities Accounts during the term of the Agreement.

This Clause shall supersede any existing arrangement in this regard and, to the extent applicable and between the Parties only, shall prevail on any provision of the Collateral Management Service Agreements in this regard.

## 6 Enforcement

### 6.1 Realisation of the Relevant Pledged Assets

Subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Agreement, the Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law and with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements, to the extent applicable, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof determined by Eurex Clearing AG, acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation in which case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;

- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in Article 11 (1) (e) of the Luxembourg Law on Financial Collateral Arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in Paragraph (b) above by private agreement at normal commercial conditions;
- (d) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by expert; and
- (e) to take advantage of any other realisation or enforcement method permissible under applicable law.

## **6.2 Notification to CBL of an Event of Default or Enforcement Event**

At any time while an Event of Default or Enforcement Event is continuing, the Pledgee may (without any obligation) notify CBL that such an event has occurred substantially in the form of the notice attached hereto as Attachment 3 for Non-CmaX Pledged Accounts and in accordance with the procedures and notifications provided in the CBL Governing Documents and the Collateral Management Service Agreements for CmaX Pledged Accounts and CBL GC Pooling Re-use Pledged Securities Accounts.

## **6.3 Limitation on Realisation**

Without prejudice to Clause 3.2 of the Agreement, the Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this paragraph, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor (or, in accordance with the instructions of the Pledgor, to the Third-Party CM Account Holder).

## **7 Order of Distributions**

All amounts received or recovered by the Pledgee in the exercise of its rights under the Agreement (including this Schedule 2) shall, subject to the rights of any creditors having priority, be applied in the following order:

- (a) in or towards the payment of the Relevant Secured Liabilities which will be valued in accordance with the Clearing Conditions; and
- (b) in payment of any surplus to the Pledgor (or, in accordance with the instructions of the Pledgor, to the Third-Party CM Account Holder) or any other person entitled to it.

## **8 Liability of the Pledgee**

The Pledgee shall not be liable to the Pledgor or the Third-Party CM Account Holder for any costs, losses, liabilities or expenses relating to the realisation of any Relevant Pledged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

## **9 Saving Provisions**

### **9.1 Continuing Security**

Each Pledge is a continuing security and will extend to the final performance of the Relevant Secured Liabilities to Eurex Clearing AG by the Pledgor, regardless of any intermediate payment or discharge in whole or in part. No change, novation or amendment whatsoever in and to the liabilities and to any document related to the Relevant Secured Liabilities shall affect the validity and the scope of this Schedule 2.

### **9.2 Immediate recourse**

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this Schedule 2.

## **10 Notices**

Each communication to be made between the Parties under or in connection with this Schedule 2 shall be made in accordance with the relevant provisions of the Clearing Agreement and the Clearing Conditions.

## **11 Rights, Waivers and Determinations**

### **11.1 Ambiguity**

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Clearing Conditions and the Clearing Agreement (including this Schedule 2), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule 2) shall prevail.
- (b) The provisions of this Schedule 2 are without prejudice to the provisions of the Clearing Conditions and of the Clearing Agreement. In case of inconsistency, the provisions in the Clearing Conditions and the Clearing Agreement shall prevail, save as regards the management and enforcement provisions set forth in this Schedule 2 which shall be overriding.

### **11.2 Exercise of rights**

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under the Clearing Conditions and the Clearing Agreement (including this Schedule 2) shall operate as a waiver, nor shall any single or partial exercise of any right

or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

**12 Assignment**

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule 2), neither Party shall assign any of its rights or claims under this Schedule 2 except with the prior written consent of all the other Parties.

**13 Severability**

Any provision in this Schedule 2 that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**14 Headings**

The Clause headings used in this Schedule 2 are for convenience of reference only and shall not affect the construction of this Schedule 2.

**Schedule 2 – Attachment 1**  
**Form of Notice of Pledge with Respect to Securities in (non-CmaX)**  
**Luxembourg Securities Accounts<sup>1</sup>**

To:

From:

- \* \_\_\_\_\_  
(as "Pledgor")
  
- \* \_\_\_\_\_ \*Street no.  
Address line 1
  
- \* \_\_\_\_\_  
Address line 2
  
- \* \_\_\_\_\_ \*Town/city  
Postal code
  
- \* \_\_\_\_\_  
Country
  
- \* \_\_\_\_\_  
First name and surname of the contact person
  
- \* \_\_\_\_\_ \*Fax  
Phone
  
- \* \_\_\_\_\_  
E-mail

---

<sup>1</sup> Only applicable in case of a Non-CmaX Pledged Account(s) held by a Third-Party CM Account Holder.

Clearstream Banking S.A., société anonyme  
42, Avenue John F. Kennedy  
L-1855 Luxembourg  
R.C.S. Luxembourg B 9248  
("CBL")

and

Eurex Clearing AG  
Mergenthalerallee 61,  
65760 Eschborn,  
Federal Republic of Germany  
Registered in the commercial register of the  
local court (Amtsgericht) in Frankfurt am Main  
under HRB 44828  
(as "Pledgee")

[and]

---

\* Third-Party CM Account Holder (as "**Account Holder**")

---

\* Address line 1 \*Street no.

---

\* Address line 2

---

\* Postal code \*Town/city

---

\* Country

---

\* First name and surname of the contact person

---

\* Phone \*Fax

---

\* E-mail

---





In accordance with article 5, paragraph (2), item (a) (iv) of the law of 5 August 2005 on financial collateral arrangements, as amended, the Account Holder will hold the Relevant Pledged Assets to the credit of the relevant Pledged Securities Account as Third-Party CM Account Holder for the benefit of the Pledgee, as pledgee, and the Pledgor, as owner of the Relevant Pledged Assets and pledgor.

The Account Holder, the Pledgee and the Pledgor have agreed in the Eurex Clearing Pledge Agreement that, except in relation to distributions and as further provided below, CBL shall act solely in accordance with the instructions of the Pledgee.

The Account Holder, the Pledgee and the Pledgor hereby authorise and instruct CBL to follow the instructions of the Pledgee with respect to the Pledged Securities Account(s) subject to the limitations and provisions of CBL's general terms and conditions (the "**General Terms and Conditions**") and the provisions of this letter. Such instructions or notices of the Pledgee can include, without limitation, the debit of the Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense credited to such Pledged Securities Account(s).

No voting and related rights attached to the securities standing to the credit of the Luxembourg Pledged Securities Account(s) (including conversions, subdivisions, consolidations, redemptions, takeovers, pre-emption options or other rights in respect of any item of security in a Pledged Securities Account) may be exercised by the Pledgor (through the Account Holder).

Until the occurrence of an Event of Default or Enforcement Event, CBL shall be authorised to follow instructions of the Pledgor (via the Account Holder) with respect to cash amounts standing to the credit of the Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions.

Each of the Pledgor and the Account Holder hereby agrees that, for the purposes of the authorisation of the Pledgee by the Pledgor and the Account Holder as set out above, the Pledgor and the Account Holder shall be fully liable to CBL, each for its relevant obligations created pursuant to the authority described above and undertake to ratify whatever the Pledgee causes to be done under such authority. Each of the Pledgor and the Account Holder hereby agrees and confirms that CBL shall not be liable and that the Pledgor and the Account Holder shall, each with respect to its relevant obligations vis-à-vis CBL, indemnify, exonerate and hold CBL harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements), incurred by CBL as a result of, or arising out of any action taken by the Pledgee under the authorisation described above.

Upon the occurrence of an Enforcement Event which is continuing and notified to CBL, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 7 of Schedule 2 to the Eurex Clearing Pledge Agreement. Any communication, notification and instruction in respect of an enforcement shall be solely given by the Pledgee to CBL.

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the Pledgor and the Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or the Pledgee.

In case CBL previously received a notice of pledge in respect of a pledge agreement between Eurex Clearing AG and the Pledgor and relating to Pledged Securities Accounts listed above, CBL is hereby

requested to (a) verify that its books and records appropriately reflect the pledge over the securities standing from time to time to the credit of such Pledge Securities Account(s) in favour of the Pledgee and (b) comply with the instructions contained in the present notice of pledge when managing such Pledged Securities Account(s), irrespective of any management instructions previously given by the Pledgor and Eurex Clearing AG to CBL.

CBL is hereby instructed to consider the securities standing to the credit of the Pledged Securities Account(s) as pledged in favour of the Pledgee until CBL is expressly notified otherwise by the Pledgee. CBL shall not comply with any unilateral release instructions from the Pledgor (other than in relation to distributions, as provided above) until CBL receives a matching instruction from the Pledgee.

The Account Holder hereby expressly authorises CBL to disclose to the Pledgee and the Pledgor through the communication means selected by the Pledgee and the Pledgor (the “**Authorisation**”) any reports and any information related to the Pledged Securities Account(s) (the “**Information**”).

The Pledgor and the Account Holder hereby agree to hold harmless and not make any claim against CBL for any loss, claim, liability, damage, cost or any expense whatsoever due to the disclosure to the Pledgor or the Pledgee of all or any part of the Information.

Each of the Pledgor and the Pledgee hereby acknowledges and agrees that in the event the Authorisation is revoked by the Account Holder, CBL will no longer be entitled to provide to the Pledgee and the Pledgor any Information and the Pledgor, the Account Holder and the Pledgee hereby agree that CBL shall bear no responsibility towards them in such case.

In the absence of gross negligence or wilful misconduct on its part, CBL shall not be liable to the Account Holder, the Pledgor and/or to the Pledgee for any loss, claim, liability, expense or damage arising from any action taken or omitted to be taken by CBL, in connection with the provision of services set out herein.

CBL shall not be liable for any action taken, or any failure to take any action required to be taken which fulfils its obligations hereunder in the event and to the extent that the taking of such action or such failure arises out of or is caused by events beyond CBL's reasonable control, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; the failure to perform, for any reason, of the Account Holder, the Pledgor and/or the Pledgee or of their respective counterparty's depository, custodian, or financial institution; acts or omissions of issuers and any entity acting for such issuers, order routers; the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's depositories, subdepositories, custodians, subcustodians or of any other clearance system or of any carrier transporting securities between CBL and/or any of the foregoing; the failure to perform for any reason of, or the incorrect performance of, any financial institution used by and properly instructed by CBL to carry out payment instructions; reversal order, law, judicial process, decree, regulation, order or other action of any government, governmental body (including any court or tribunal or central bank or military authority), or self-regulatory organisation; the collection from or deposit or crediting to the Pledged Securities Account(s) of invalid, fraudulent or forged securities; and any act, omission or fact due to the Account Holder, the Pledgor and/or the Pledgee.

The Account Holder, the Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL's retention right and pledge pursuant to Articles 43 and 44 of the General Terms and Conditions (or any successor provision) with respect exclusively to the Relevant Pledged Assets standing to the credit of the Pledged Securities Account(s). CBL also agrees not exercise its right of set off pursuant to Article 46 of the General Terms and Conditions. To the extent not prevented by law, CBL agrees not to permit any lien, claim, charge, pledge or encumbrance to exist in its favour in respect of the Relevant Pledged Assets standing to the credit of the Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.

This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor or the Account Holder with CBL, nor on any positions other than the assets standing from time to time to the credit of the Pledged Securities Account(s).

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

---

Acting for the Pledgor

---

Name

---

Name

---

Capacity

---

Capacity

---

Acting for Eurex Clearing AG (as the Pledgee)

---

Name

---

Name

---

Capacity

---

Capacity

---

Acting for the Account Holder

---



Name

Name

---

Capacity

---

Capacity

\* \* \* \* \*



CBL hereby confirms receipt and acknowledges the terms of the letter set out above.

Date: \_\_\_\_\_.

\_\_\_\_\_  
Acting for Clearstream Banking S.A.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

**Schedule 2 – Attachment 2**  
**Form of Notice of Waiver of CBL Rights Over Securities in CmaX Pledged**  
**Accounts and CBL GC Pooling Re-use Pledged Securities Accounts Where the**  
**Third-Party CM Account Holder is not the Collateral Giver**

To:

Clearstream Banking S.A., société anonyme  
 42, Avenue John F. Kennedy  
 L-1855 Luxembourg  
 R.C.S. Luxembourg B 9248  
 (“**CBL**”)

cc:

\_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)  
 (as “**Pledgor**”)

cc:

Eurex Clearing AG  
 Mergenthalerallee 61,  
 65760 Eschborn,  
 Federal Republic of Germany  
 Registered in the commercial register of the local court  
 (*Amtsgericht*) in Frankfurt am Main under HRB 44828  
 (as “**Pledgee**”)

From:

\* \_\_\_\_\_  
 Third-Party CM Account Holder (as  
 “**Account Holder**”)

\* \_\_\_\_\_ \*Street no.  
 Address line 1

\* \_\_\_\_\_  
 Address line 2

\* \_\_\_\_\_ \*Town/city  
 Postal code

\* \_\_\_\_\_  
 Country

\* \_\_\_\_\_  
 First name and surname of the contact  
 person

\* \_\_\_\_\_ \*Fax  
 Phone

\* \_\_\_\_\_  
 E-mail





In the above context we hereby request CBL, and by signing the present notice CBL accepts, to waive CBL's retention right and pledge pursuant to Articles 43 and 44 of CBL's General Terms and Conditions (or any successor provision) with respect exclusively to the pledged assets standing to the credit of the Pledged Securities Account(s). CBL also agrees to not exercise its right of set off pursuant to Article 46 of CBL's General Terms and Conditions. To the extent not prevented by law, CBL agrees not to permit any lien, claim, charge, pledge or encumbrance to exist in its favour, in respect of the pledged assets held in a Pledged Securities Account. This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

---

Acting for the Account Holder

---

Name

---

Name

---

Capacity

---

Capacity



Accepted and agreed on \_\_\_\_\_

\_\_\_\_\_  
Acting for Clearstream Banking S.A.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Capacity

## Schedule 2 – Attachment 3 Form of Notice To Be Given To Clearstream Banking S.A. in Case Of an Event of Default or Enforcement Event for Luxembourg Securities Accounts<sup>1</sup>

To:

Clearstream Banking S.A.  
To the attention of \_\_\_\_\_  
42, avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

cc:

\_\_\_\_\_ (Third-Party CM Account Holder)  
\_\_\_\_\_  
(the “**Account Holder**”)

From:

Eurex Clearing Aktiengesellschaft  
Mergenthalerallee 61,  
65760 Eschborn,  
Federal Republic of Germany  
Registered in the commercial  
register of the local court  
(Amtsgericht) in Frankfurt am Main  
under HRB 44828  
(as “**Pledgee**”)

cc:

\_\_\_\_\_ (Pledgor)  
\_\_\_\_\_  
(the “**Pledgor**”)

\_\_\_\_\_ (Date)

Dear Sir or Madam,

Notice of an Enforcement Event

We refer to the bank account bearing number \_\_\_\_\_ (the “**Pledged Securities Account**”)  
opened in the name of the Account Holder with your institution.

We hereby give you notice pursuant to Clause 6.2 of Schedule 2 attached to the pledge agreement  
dated \_\_\_\_\_ between the Account Holder, the Pledgor and our institution as Pledgee (the  
“**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the  
Eurex Clearing Pledge Agreement) has occurred.

*[Instructions in relation to the Relevant Pledged Assets].*

---

<sup>1</sup> To be used with Non-CmaX Pledged Accounts held by a Third-Party CM Account Holder – For CmaX Pledged Accounts and  
CBL GC Pooling Re-use Pledged Securities Accounts use CBL templates or secure messaging system in accordance with  
the procedures set out in the Collateral Management Service Agreements.



Yours sincerely,

\_\_\_\_\_ (Pledgee)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 3  
Form of Notice of Pledge to  
Clearstream Banking AG**

To:

Clearstream Banking AG  
60485 Frankfurt am Main  
("CBF")

From:

\* \_\_\_\_\_  
Pledgor

\* \_\_\_\_\_ \*Street no.  
Address line 1

\* \_\_\_\_\_  
Address line 2

\* \_\_\_\_\_ \*Town/city  
Postal code

\* \_\_\_\_\_  
Country

\* \_\_\_\_\_  
First name and surname of the contact person

\* \_\_\_\_\_ \*Fax  
Phone

\* \_\_\_\_\_  
E-mail

\_\_\_\_\_



Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of all securities that are or will at any time be credited to any such account(s), (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention.

The Pledgor further asks CBF, to the extent not previously waived, to waive any prior ranking pledge CBF may have according to the General Terms and Conditions of CBF (*Allgemeine Geschäftsbedingungen der Clearstream Banking AG*) and any other retention right with respect to the above-mentioned securities account(s).

In addition, the Pledgor hereby informs CBF that if any of the accounts listed above are connected to the collateral management system CmaX operated by Clearstream Banking S.A., Eurex Clearing AG (as pledgee) may authorise Clearstream Banking S.A. to take, if any of the pledges over securities credited to any such accounts become enforceable (*Pfandreife*), enforcement action on behalf of Eurex Clearing AG.

[If any of the accounts or sub-accounts listed above is held by the Third-Party CM Account Holder, all notices and instructions set out herein are also given by the Third-Party CM Account Holder.]<sup>2</sup>

---

<sup>2</sup> To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to us and Eurex Clearing AG, Client Service, Trading & Clearing, (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

Acting for the Pledgor:

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
Name and capacity

\_\_\_\_\_  
Name and capacity

[Acting for the Third-Party CM Account Holder:<sup>3</sup>

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
Name and capacity

\_\_\_\_\_  
Name and capacity]

\_\_\_\_\_

<sup>3</sup> To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.



\* \* \* \* \*

CBF hereby confirms receipt, acknowledges the terms of the letter set out above and agrees to waive any prior ranking pledge CBF may have according to the General Terms and Conditions of CBF (*Allgemeine Geschäftsbedingungen der Clearstream Banking AG*) or any other retention right with respect to the above-mentioned securities account(s).

CBF

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(place)

(date)

\_\_\_\_\_

\_\_\_\_\_

(signature)

(signature)

\_\_\_\_\_

\_\_\_\_\_

(printed name)

(printed name)

\_\_\_\_\_

\_\_\_\_\_

(title)

(title)

**Schedule 4**  
**Pledges relating to Securities in Belgian Securities Accounts (each in the form of a *Single Pledgor Pledged Account*)**

This Schedule 4 (the “**Schedule 4**”) is made between:

- (1) the Clearing Member (as defined above in the Agreement), as pledgor (the “**Pledgor**”); and
- (2) **Eurex Clearing Aktiengesellschaft**, a stock company (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, registered in the commercial register of the local court (*Amtsgericht*) in Frankfurt am Main under HRB 44828 and having its registered office at Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany, as pledgee (the “**Pledgee**”).

Background

- (A) The Pledgee and the Pledgor, as clearing member, have entered or will enter into the Clearing Agreement.
- (B) The Pledgor intends to grant pledges for the benefit of the Pledgee for purposes of providing (i) Margin in accordance with the Elementary Clearing Model Provisions (as defined in the Clearing Conditions), (ii) Margin in accordance with the ISA Provisions (as defined in the Clearing Conditions) and/or (iii) Contributions to the Default Fund (as defined in the Clearing Conditions).
- (C) The Pledgor and the Pledgee are participants in the Euroclear System (as defined below).
- (D) The Pledgor and the Pledgee have requested or will request Euroclear to open one or more “Pledged Securities Account(s)” (as defined below) in the Euroclear System in the name of Euroclear but for the account of the Pledgee, to be operated in accordance with the Euroclear Agreements (as defined below).
- (E) The Parties have entered into the Euroclear Agreements (as defined below) in connection with this Schedule 4 and the Pledged Securities Accounts (as defined below) on or about the date of this Schedule 4.

IT IS AGREED as follows:

**1 Interpretation**

**1.1 Definitions**

In this Schedule 4, unless a contrary indication appears, terms used but not defined shall have the meaning given to them (including by way of reference therein) in the text of the Agreement to which this Schedule 4 is attached and:

“**Affiliate**” means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any

entity or person means ownership of a majority of the voting power of the entity or person.

“**Agreement**” means the agreement to which this Schedule 4 is attached

“**Amendment Agreement**” means the amendment agreement between the Pledgor, the Pledgee and Euroclear, in relation to the SPPA Agreement.

“**Appropriate Market**” means, in relation to securities of any description, the market which is the most appropriate market for securities of that description, as reasonably determined by the Pledgee.

“**Appropriation Value**” means, in relation to securities of any description (such securities, “**Relevant Securities**”):

- (a) if the Pledgee has received firm or indicative bid quotations in respect of such Relevant Securities from, at the option of the Pledgee, either:
  - (i) two or more market makers or regular dealers in the Appropriate Market in a commercially reasonable size (as determined by the Pledgee) but which in aggregate are for all such Relevant Securities; or
  - (ii) a market maker or regular dealer in the Appropriate Market for all such Relevant Securities,

the Appropriation Value of such Relevant Securities shall be the firm or indicative price quoted (or where more than one price is so quoted, the arithmetic mean of the prices so quoted for the purchase by the relevant market maker or dealer), provided that such price or prices quoted may be adjusted in a commercially reasonable manner by the Pledgee to reflect accrued but unpaid coupons not reflected in the price or prices quoted in respect of such Relevant Securities after deducting the Transaction Costs which would be incurred or reasonably anticipated in connection with such transaction; and

- (b) if, acting in good faith, the Pledgee has either:
  - (i) endeavoured but been unable to obtain quotations in accordance with paragraph (a) above; or
  - (ii) determined that it would not be commercially reasonable to obtain such quotations, or that it would not be commercially reasonable to use any quotations which it has obtained under paragraph (a) above (including, without limitation, owing to circumstances affecting the market in such Relevant Securities),

then, in either case, the Pledgee may determine the Appropriation Value of such Relevant Securities as the amount which, in the reasonable opinion of the Pledgee, represents their fair market value (after deducting all Transaction Costs which the Pledgee would have incurred had it sold such securities), having regard to such

pricing sources and methods as the Pledgee considers appropriate, including, without limitation:

- A. available prices for securities with similar maturities, terms and credit characteristics as the Relevant Securities;
- B. information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; and
- C. information of the types described in paragraph (A) or (B) above from internal sources (including any of the Pledgee's Affiliates) if that information is of the same type used by the Pledgee in the regular course of its business for the valuation of similar securities.

“**Belgian Civil Code**” means the Belgian *Burgerlijk Wetboek/Code civil* introduced by the law of 13 April 2019.

“**Business Day**” means a day when banks are open for business in Brussels (Belgium).

“**Charge**” means a mortgage, charge, pledge, lien (including *voorrecht/privilege*) or other security interest (including title transfer by way of security) securing any obligation of any person, a mandate to create the same or any other right arising by operation of law, agreement, or arrangement having a similar effect.

“**Distributions**” means all assets received in kind (i.e. excluding any cash) in respect of the Euroclear Collateral, whether by way of principal, premium, interest, dividend, return on capital or otherwise.

“**Enforcement Event**” means

- (i) the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation; and
- (ii) irrespective of, including prior to the occurrence of, any of the events referred to in (i):
  - (a) with respect to Belgian Pledged Securities Accounts, the occurrence of a Termination Event or an Insolvency Termination Event and a Clearing Member Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member;
  - (b) with respect to Belgian Omnibus Pledged Securities Accounts or Belgian CASS Omnibus Pledged Securities Accounts, the occurrence of a Termination Event or an Insolvency Termination Event and a Termination with respect to the relevant Omnibus Standard Agreement of the Clearing Member; and
  - (c) with respect to the Belgian ISA Pledged Securities Accounts or Belgian ISA CASS Pledged Securities Accounts, the occurrence of a Termination Event or

an Insolvency Termination Event and a Termination with respect to the relevant ISA Standard Agreement of the Clearing Member.

**“Equivalent Collateral”** means, in relation to any securities in respect of which the Pledgee has exercised a Right of (Re)Use (as defined in Clause 2.4), financial instruments or other property, of an identical type, nominal value, description and amount as those used securities. If such securities consist of financial instruments that are redeemed, partly paid, subject of a capitalisation issue, or which are converted, subdivided, consolidated, made the subject of a takeover, any rights of pre-emption, rights to receive securities or a certificate which may at a future date be exchanged for other financial instruments or are subject to an event similar to any of the foregoing events before such securities are returned to the Pledgor in accordance with this Schedule 4 (each, a **“Corporate Action”**), then **“Equivalent Collateral”** shall be deemed to mean such other financial instrument or assets to which the Pledgee is entitled to following the occurrence of the relevant Corporate Action.

**“Euroclear”** means Euroclear Bank SA/NV, a credit institution incorporated under the laws of Belgium, with registered office at Boulevard du Roi Albert II, 1210 Brussels, and registered with the Crossroads Bank for Enterprises under number 0429.875.591 (Brussels), as operator of the Euroclear System, and which is recognised as a central securities depository for purposes of Royal Decree No 62.

**“Euroclear Agreements”** means (i) the Terms and Conditions Governing Use of Euroclear, (ii) the Operating Procedures of the Euroclear System and (iii) the SPPA Agreement.

**“Euroclear Collateral”** means the Relevant Pledged Assets (including the Distributions and all right, title and interest of the Pledgor therein).

**“Euroclear System”** means the clearance and settlement system for internationally traded securities operated by Euroclear, including all services offered by Euroclear in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear or in the Operating Procedures of the Euroclear System.

**“Financial Collateral Law”** means the Belgian law of 15 December 2004 on financial collateral arrangements.

**“Financial Supervision Law”** means the Belgian law of 2 August 2002 on the supervision of the financial sector and the financial services.

**“Income”** means all interest and dividends received in kind in respect of the Relevant Pledged Assets standing from time to time to the credit of the Pledged Securities Accounts.

**“Operating Procedures of the Euroclear System”** means the **“Operating Procedures of the Euroclear System”** issued by Euroclear.

**“Party”** means a party to this Schedule 4.

**“Pledged Securities Account”** means each of the following securities accounts (each being a Securities Clearance Account (as defined in the Terms and Conditions Governing Use of Euroclear)) in the Euroclear System held in the name of Euroclear and for the account of the Pledgee opened pursuant to the SPPA Terms and Conditions and identified pursuant to Clause 2.1.4 of the Agreement: the Belgian Pledged Securities Account(s), the Belgian Omnibus Pledged Securities Account(s), the Belgian CASS Omnibus Pledged Securities Account(s), the Belgian ISA Pledged Securities Account(s), the Belgian ISA CASS Pledged Securities Account(s), the Belgian Default Fund Pledged Securities Account(s) and the Belgian Clearing Agent Default Fund Pledged Securities Account(s).

**“Relevant Collateral Document”** means any of this Schedule 4, the Clearing Agreement, the Clearing Conditions, the SPPA Terms and Conditions, as well as any other document designated as Relevant Collateral Document by the Parties.

**“Relevant Pledged Assets”** means all securities which are at present or are in the future deposited in the relevant Pledged Securities Account(s) (including all right, title and interest of the Pledgor relating to or arising from such securities, including, without limitation, any Distributions) for the purpose of securing the Relevant Secured Liabilities.

**“Relevant Secured Liabilities”** means

- (i) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian Pledged Securities Account(s), the Secured Claims pursuant to Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions;
- (ii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian Omnibus Pledged Securities Account(s), the Secured Omnibus Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);
- (iii) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian CASS Omnibus Pledged Securities Account(s), all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.3 of the Clearing Conditions),
- (iv) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian ISA Pledged Securities Account(s), all Secured ISA Claims (as defined in Chapter I Part 4 Number 6.3.3.1 of the Clearing Conditions) (other than any Secured ISA CASS Claims); and
- (v) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian ISA CASS Pledged Securities Account(s), all Secured ISA CASS Claims (as defined in Chapter I Part 4 Number 6.3.3.3 of the Clearing Conditions); and
- (vi) with respect to the Pledge over Relevant Pledged Assets credited to one or more Belgian Default Fund Pledged Securities Account(s) or Belgian Clearing Agent Default Fund Pledged Securities Account(s), all Default Fund Secured Claims (as defined in Chapter I Part 1 Number 6.2 of the Clearing Conditions).

“**Royal Decree No 62**” means the Belgian Royal Decree No 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments.

“**Schedule 4**” means this Schedule 4.

“**Security Interest**” means each first ranking pledge (*pand in eerste rang/gage de premier rang*) for the benefit of the Pledgee created by or pursuant to this Schedule 4.

“**SPPA Agreement**” means the agreement comprising the SPPA Terms and Conditions Acceptance Agreement and the SPPA Terms and Conditions as amended by the Amendment Agreement.

“**SPPA Terms and Conditions**” means the Single Pledgor Pledged Accounts Terms and Conditions, Pledgee version entered into by the Pledgor, the Pledgee and Euroclear in connection with this Schedule 4 through the SPPA Terms and Conditions Acceptance Agreement (as amended by way of an amendment agreement between such parties).

“**SPPA Terms and Conditions Acceptance Agreement**” means the agreement to the SPPA Terms and Conditions entered into by the Pledgor, the Pledgee and Euroclear in connection with this Schedule 4.

“**Terms and Conditions Governing Use of Euroclear**” means the “Terms and Conditions governing use of Euroclear - The clearance and settlement system for internationally traded securities” issued by Euroclear, as amended from time to time.

“**Transaction Costs**” means, in relation to any transaction, the reasonable costs, commissions (including internal commissions), fees and expenses (including any mark-up or mark-down or premium paid for guaranteed delivery) which would have been incurred or reasonably anticipated in connection with the sale of securities, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

“**Winding-up**” means winding-up, amalgamation, reconstruction, administration, judicial reorganisation, insolvency, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction.

## 1.2 Construction

Unless a contrary indication appears (and without limiting the generality of the foregoing):

- (i) the terms “**Party**”, “**Pledgor**” and “**Pledgee**”, include their respective successors (“*ad universum*”) and, in the case of the Pledgee, the transferees or assignees (by way of novation or otherwise) of its rights and obligations under this Schedule 4;
- (ii) “**assets**” includes present and future properties, revenues and rights of every description;
- (iii) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

- (iv) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (v) a provision of law is a reference to that provision as amended or re-enacted; and
- (vi) a time of day is a reference to Brussels time;
- (vii) Section, Clause and Schedule headings are for ease of reference only;
- (viii) any reference to any Relevant Collateral Document or any other agreement or instrument is a reference to such Relevant Collateral Document, agreement or instrument as the same may be amended, novated, supplemented, restated or replaced by any other agreement or instrument and includes any increase in, extension of or change to any facility, the margin or any other amount made available or due under such Relevant Collateral Document, agreement or instrument (including, without limitation, any new, additional or incremental facility or any substitution or refinancing of any of the facilities made available thereunder).

## 2 Security Interests

If one or more Belgian Pledged Securities Accounts, Belgian Omnibus Pledged Securities Accounts, Belgian CASS Omnibus Pledged Securities Accounts, Belgian ISA Pledged Securities Accounts, Belgian ISA CASS Pledged Securities Accounts, Belgian Default Fund Pledged Securities Account or Belgian Clearing Agent Default Fund Pledged Securities Accounts (hereafter each a “**Belgian Pledged Account**”) have been established in relation to the Clearing Member (including, where applicable, in its capacity as Clearing Agent) in the name of Euroclear for the account of the Pledgee and identified pursuant to Clause 2.1.4 of the Agreement, the following special provisions apply:

### 2.1 Security Interests in favour of the Pledgee

As security for the discharge and payment of the Relevant Secured Liabilities, the Pledgor grants to the Pledgee a first ranking pledge (*pand in eerste rang/gage de premier rang*) over the Relevant Pledged Assets which are at present or will in the future be deposited in the relevant Belgian Pledged Account, in accordance with the Financial Collateral Law and Royal Decree No 62 or, as the case may be, (i) the law of 2 January 1991 on the market of public debt securities and monetary policy instruments, (ii) the law of 22 July 1991 on deposit and treasury certificates or (iii) Articles 7:22 and 7:35 to 7:44 of the Belgian Companies and Associations Code, the law of 14 December 2005 on the abolition of bearer shares and the Royal Decree of 12 January 2006 on companies’ dematerialised shares.

### 2.2 Ranking

The Security Interests shall rank ahead of the right of preference of Euroclear as contemplated in Article 31 of the Financial Supervision Law.



### 2.3 Special accounts

The Parties have appointed Euroclear as third-party pledgeholder of the Relevant Pledged Assets, and Euroclear has accepted that appointment by executing the SPPA Terms and Conditions Acceptance Agreement.

The Parties shall treat the Pledged Securities Accounts as special accounts specifically opened for the purpose of holding Relevant Pledged Assets in accordance with Article 4, §1 of the Financial Collateral Law and Article 7 of Royal Decree No 62.

### 2.4 Right of use of Relevant Pledged Assets credited to a Belgian Default Fund Pledged Securities Account or a Belgian Clearing Agent Default Fund Pledged Securities Account

In accordance with Article 11 of the Financial Collateral Law, the Pledgee may, prior to the occurrence of an Enforcement Event (and without prejudice to any enforcement right, including any right to appropriate, arising upon the occurrence of an Enforcement Event) use Relevant Pledged Assets credited to any Belgian Default Fund Pledged Securities Account or any Belgian Clearing Agent Default Fund Pledged Securities Account and may instruct Euroclear accordingly.

Without limiting the rights of the parties pursuant to this Schedule 4, the Pledgor hereby expressly consents to the Pledgee, using Relevant Pledged Assets credited to any Belgian Default Fund Pledged Securities Account or any Belgian Clearing Agent Default Fund Pledged Securities Account for the duration of this Schedule 4 (and prior to the occurrence of an Enforcement Event), as long as a release of the Pledge is not granted by the Pledgee in accordance with Clause 11 (*Discharge of Security Interests*) (the “**Right of (Re)Use**”).

The Pledgee may, in particular but without limitation, sell, transfer, assign, borrow or otherwise dispose of, or create, grant or permit to exist any security interest (including without limitation any charge, pledge or other rehypothecation) over, or otherwise invest, use, commingle or otherwise deal with, or otherwise use any Relevant Pledged Assets credited to any Belgian Default Fund Pledged Securities Account or any Belgian Clearing Agent Default Fund Pledged Securities Account in any way it may consider appropriate.

The Pledgee shall not be required to report to the Pledgor on the use made by it of Relevant Pledged Assets under its Right of (Re)Use. The Pledgee may exercise the Right of (Re)Use over all or part of the relevant Relevant Pledged Assets, without any further prior consent from the Pledgor.

Any financial transaction taxes, reporting or other legal obligations arising as a result of the Pledgee exercising its Right of (Re)Use, if applicable, shall be payable/borne by the Pledgee.

Upon the exercise of its Right of (Re)Use in respect of a Relevant Pledged Asset, the Pledgee shall be able to identify in its books which Relevant Pledged Asset is being (re-)used by it.

Without prejudice to any other provision of this Schedule 4, if the Pledgee has exercised its Right of (Re)Use, it shall at the latest on the date on which all Relevant Secured Liabilities are paid and discharged, transfer Equivalent Collateral to the relevant Pledged Securities Account. To the extent that the Pledgee is unable (including for the avoidance of doubt, as a result of any regulatory restrictions applicable to the Pledgee or otherwise), after using commercially reasonable efforts, to transfer any such Equivalent Collateral on such date, the Pledgee shall, in satisfaction in full of such transfer obligation, have an obligation to pay to the Pledgor an amount in euro equal to the Value of such Equivalent Collateral calculated by the Pledgee on the date such transfer of Equivalent Collateral should have occurred.

The Pledgor hereby expressly accepts and acknowledges this Clause 2.4 (*Right of use of Relevant Pledged Assets credited to a Belgian Default Fund Pledged Securities Account or a Belgian Clearing Agent Default Fund Pledged Securities Account*) and hereby expressly confirms it has read and understood the risks deriving from such Right of (Re)Use granted by it to the Pledgee as set out in the Appendix (*Information Statement*) to this Schedule 4. To the extent required, the Pledgor confirms that it has sought external legal and financial advice to understand the risks described in the Appendix (*Information Statement*) to this Schedule 4.

## **2.5 Ownership of the Relevant Pledged Assets**

The Pledgee confirms and acknowledges that the Pledgor (or, if the Pledgor is not the owner of the Relevant Pledged Assets, but has been authorised to grant the Security Interests, the relevant owner) shall at all times prior to enforcement of the Security Interests pursuant to Clause 8 (*Enforcement*) remain the legal owner of the Relevant Pledged Assets for all purposes, including for the purpose of the right of recovery (*droit de revindication/revindicatierecht*) envisaged in Royal Decree No 62 (it being understood that any such rights shall be subject to the Security Interests and the rights of the Pledgee under this Schedule 4).

## **3 Perfection of the Security Interests**

The Pledgor shall deliver to the relevant Pledged Securities Account(s), eligible securities in accordance with the provisions of the Clearing Conditions and as a result of such transfer, the Security Interests over the relevant Euroclear Collateral will be perfected.

## **4 Income**

### **4.1 Before an Enforcement Event**

Prior to the occurrence of an Enforcement Event, all Income from time to time collected on the Relevant Pledged Assets shall be transferred by Euroclear directly to the Pledgor.

Any transfer from the Pledged Securities Accounts under this Clause 4.1 shall, to the extent of such transfer, constitute an automatic release of the Security Interests in respect of the assets so transferred.

#### 4.2 After an Enforcement Event

The Pledgor undertakes, at any time after an Enforcement Event has occurred and at any time as long as such event shall be continuing, that all Income shall be retained in the relevant Pledged Securities Accounts for the account of the Pledgee and shall remain subject to the Security Interests. If the Pledgor nevertheless receives any Income, the Pledgor shall be deemed to hold such Income as agent on behalf of the Pledgee and shall transfer such Income to the relevant Pledged Securities Account and thus such Income shall fall within the scope of the pledge referred to in Clause 2.1.

#### 5 Status of the Pledgee

The Pledgee represents and warrants to the Pledgor that it is a participant in the Euroclear System.

#### 6 Representations and Warranties

6.1 The Pledgor makes the representations and warranties set out in this Clause 6 to the Pledgee.

The Pledgor undertakes to the Pledgee that these representations and warranties shall at all times remain true and correct until full discharge of the Security Interests in accordance with Clause 11 (*Discharge of Security Interests*).

#### 6.2 Relevant Pledged Assets

The Relevant Pledged Assets are

- (a) subject to the provisions of any law or regulation relevant to the Relevant Pledged Assets, freely and fully transferable and pledgeable and not subject to any pre-emptive rights or restrictions on transfer;
- (b) fully paid up and do not have any money or liabilities outstanding or payable in respect of it; and
- (c) subject to the fungibility regime organised by Royal Decree No 62 or other applicable Belgian legislation providing for a regime of fungibility, as the case may be.

#### 6.3 Ownership – no Charge or other encumbrances

The Pledgor will, at the time of their being credited to the Pledged Securities Account(s), be the absolute legal and beneficial owner of all securities it transfers to the Pledged Securities Account(s) under this Schedule 4 (or will otherwise be authorised to transfer such securities), free and clear of any claims, options, security interest, liens, other rights of third parties and other encumbrances or other interest or restriction other than the Security Interests created under this Schedule 4 and any lien routinely imposed on all securities in a clearing system in which any such securities may be held; and

## 7 Restrictions and Undertakings

The Pledgor hereby irrevocably and unconditionally undertakes until full discharge of the Security Interests in accordance with Clause 11 (*Discharge of Security Interests*), the following restrictions and undertakings:

### 7.1 Charge

The Pledgor shall not create or permit to subsist any Charge over any of the Euroclear Collateral or the Pledged Securities Accounts, except as expressly permitted by any Relevant Collateral Document.

### 7.2 Disposal

The Pledgor shall not (nor shall it agree to) sell, lease, transfer or otherwise dispose of any of the Euroclear Collateral, except as expressly permitted by any Relevant Collateral Document.

### 7.3 No adverse action

The Pledgor shall not do, cause, or permit to be done anything which may directly or indirectly adversely affect the effectiveness, ranking, validity or enforceability of the Security Interests or the rights of the Pledgee.

### 7.4 Attachments

The Pledgor shall procure that no attachment is made on any of the Euroclear Collateral. The Pledgor shall inform the Pledgee without delay of any such attachment.

## 8 Enforcement

### 8.1 Enforcement Rights

Subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.4 of the Agreement (if applicable), upon the occurrence of an Enforcement Event which is continuing and provided that any of the Relevant Secured Liabilities is then due and unpaid, the Pledgee may immediately at its sole discretion:

- (a) enforce the Security Interests over the Relevant Pledged Assets pursuant to Article 8, §1 of the Financial Collateral Law by realising the Relevant Pledged Assets by way of private sale, public auction or otherwise;
- (b) appropriate the Relevant Pledged Assets (or any of them) pursuant to and in accordance with Article 8, §2 of the Financial Collateral Law and set off the value thereof against the amount of the Relevant Secured Liabilities. The value of the Relevant Pledged Assets in the event of appropriation under this Clause 8.1(b) will be the Appropriation Value of such Relevant Pledged Assets as of, or as soon as reasonably practicable after, the date on which such Relevant Pledged Assets are appropriated; and

- (c) exercise all rights and remedies it possesses, and may act generally in relation to the relevant Euroclear Collateral in such manner as it shall reasonably determine; and provided that no such action should be inconsistent with what may be required by the SPPA Agreement.

If the Pledgee determines to appropriate, sell or otherwise dispose of the relevant Euroclear Collateral, it shall have the right to request Euroclear to deliver, assign and transfer such Euroclear Collateral to itself or, as the case may be, to the purchaser or assignee thereof, free from any claim or right of whatsoever kind, and the Pledgor further covenants and agrees to execute and deliver such documents and take such other action as the Pledgee deems necessary or advisable in order that any such exercise of rights and remedies may be made in compliance with law.

## **8.2 Notice of enforcement**

Where the Pledgee delivers to Euroclear a notice of the occurrence of an Enforcement Event in respect of the Pledgor, it shall:

- (a) deliver such notice in, or substantially in, a form accepted by Euroclear;
- (b) deliver a copy of such notice to the Pledgor at the same time as it delivers such notice to Euroclear,

provided that failure by the Pledgee to comply with paragraph (b) above shall not affect the validity of any action taken by the Pledgee in connection with such Enforcement Event pursuant to this Schedule 4 or the relevant Euroclear Agreements or at law.

## **9 Order of Distributions**

### **9.1 General**

All amounts received or recovered by the Pledgee in the exercise of its rights under this Schedule 4 shall be applied in or towards the payment of the Relevant Secured Liabilities in accordance with the Relevant Collateral Documents.

### **9.2 Surplus proceeds**

In the absence of Relevant Secured Liabilities then due and payable, any surplus proceeds shall be returned to the Pledgor (unless otherwise required pursuant to applicable law).

### **9.3 Waiver**

To the extent applicable, the Pledgor expressly waives the benefit of Articles 5.208 to 5.210 of the Belgian Civil Code.

## 10 Saving Provisions

### 10.1 Continuing Security Interests

10.1.1 Subject to Clause 11 (*Discharge of Security Interests*), the Security Interests are continuing security interests and will extend to the ultimate balance of the Relevant Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part. They shall, in particular, not be discharged by reason of the circumstances that there is at any time no Relevant Secured Liability arising.

10.1.2 All rights of the Pledgee under this Schedule 4 will remain in full force and effect notwithstanding a novation (*schuldvernieuwing/novation*) of the Relevant Secured Liabilities.

### 10.2 Reinstatement

If any payment by the Pledgor or any discharge given by the Pledgee (whether in respect of any of the Relevant Secured Liabilities or any Security Interests for the Relevant Secured Liabilities or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Pledgor and the Security Interests shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Pledgee shall, to the extent permitted by applicable law, be entitled to recover the value or amount of those Security Interests or payment from the Pledgor, as if the payment, discharge, avoidance or reduction had not occurred,

it being understood that the Pledgor shall promptly do whatever the Pledgee requires for such purpose, without prejudice to the Pledgor's other obligations under this Schedule 4.

### 10.3 Waiver of defences

Neither the obligations of the Pledgor under this Schedule 4 nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Relevant Collateral Document or the Security Interests (without limitation and whether or not known to it or the Pledgee) including:

- (a) any time, waiver or consent granted to, or composition with, the Pledgor or any other person;
- (b) the release of the Pledgor or any other person under the terms of any composition or arrangement with any creditor of the Pledgor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Charge over assets of, the Pledgor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Charge;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Pledgor or any other person;
- (e) any amendment (however fundamental) or replacement of any Relevant Collateral Document or any other document or Charge;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Relevant Collateral Document or any other document or Charge; or
- (g) any insolvency or similar proceedings.

#### **10.4 Immediate recourse**

The Pledgor waives any right it may have of first requiring the Pledgee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Charge or claim payment from any person before claiming from the Pledgor or enforcing the Security Interests under this Schedule 4. This waiver applies irrespective of any law or any provision of any Relevant Collateral Document to the contrary.

#### **10.5 Deferral of Pledgor's rights**

Until all the Relevant Secured Liabilities have been irrevocably paid in full and unless the Pledgee otherwise directs, the Pledgor will not exercise any rights which it may have by reason of performance by it of its obligations under any Relevant Collateral Document:

- (a) to claim any contribution from any other guarantor of the Relevant Secured Liabilities;
- (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Pledgee or of any guarantee or other Security taken pursuant to, or in connection with, any Relevant Collateral Document by the Pledgee; and/or
- (c) to be indemnified by any other person.

#### **10.6 Additional Security Interests**

The Security Interests are in addition to and are not in any way prejudiced by any other guarantees or Charge now or subsequently held by the Pledgee.

#### **10.7 Transferability**

In case of assignment or transfer by the Pledgee of its rights under the Clearing Agreement, the benefit of the Security Interest and of this Schedule 4 shall be automatically transferred to any transferee or assignee (whether by way of novation or otherwise), of (part or all of) the Relevant Secured Liabilities including for the purposes of Article 5.247 of the Belgian Civil Code (to the extent applicable), and the Pledgor shall sign or cause to be signed all such further documents and take all such further action as may be reasonably required from time to time to ensure that such benefit be transferred

to the transferee or assignee. Such transferee shall henceforth be regarded as a beneficiary for all purposes of this Schedule 4.

The Pledgor may not assign, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under this Schedule 4 without the prior written consent of the Pledgee.

## **11 Discharge of Security Interests**

### **11.1 Release**

11.1.1 Unless released pursuant to the terms of the Agreement, the Security Interests created and perfected in accordance with this Schedule 4 will continue and remain in effect until expressly released by the Pledgee. The Pledgee may, in its sole discretion grant a full or partial release of the Security Interests.

11.1.2 Subject to Clause 11.2 (*Retention of Security*), the Euroclear Collateral shall be automatically and immediately released from the Security Interest upon the occurrence of any of the following:

- (a) upon full and final discharge of the Relevant Secured Liabilities at a time when there is no possibility of any further Relevant Secured Liabilities coming into existence; or
- (b) the Pledgee is so instructed in accordance with any Relevant Collateral Document following a disposal of any Euroclear Collateral permitted thereunder or agreed pursuant thereto.

The Pledgee shall at the request and cost of the Pledgor release the Euroclear Collateral (or relevant part thereof) from the Pledge.

Further to any release in accordance with this Clause 11.1, the Pledgee shall procure that all relevant Euroclear Collateral required to be released from the Security Interests shall be transferred back to the Pledgor as soon as reasonably practicable.

### **11.2 Retention of Security**

If the Pledgee considers that any amount paid or credited to it under any Relevant Collateral Document is capable of being avoided, reduced or otherwise set aside on the Winding-up of the Pledgor that amount shall not be considered to have been paid for the purposes of determining whether all the Relevant Secured Liabilities have been irrevocably paid.

## **12 Expenses**

The Pledgor shall, within three (3) Business Days of demand, pay to the Pledgee the amount of all costs, losses, liabilities and expenses (including legal fees, any fees charged by Euroclear and expenses) incurred by it (or any of its delegates) in relation to this Schedule 4 (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Schedule 4, or any



consideration by the Pledgee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of or pursuant to in this Schedule 4).

## **13 Rights, Waivers and Determinations**

### **13.1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to this Schedule 4, the terms of this Schedule 4 shall prevail.

### **13.2 Exercise of rights**

No failure to exercise, nor any delay in exercising, on the part of the Pledgee, any right or remedy under this Schedule 4 shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Schedule 4 are cumulative and not exclusive of any rights or remedies provided by law.

### **13.3 Determinations**

Any determination by or certificate of the Pledgee under this Schedule 4 is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

This Schedule 4 has been duly executed on the date on which the Agreement has been entered into.

## Appendix Information Statement

### 1. Generalities

This Information Statement contains information on the general risks and consequences of the use by the Pledgee of the Relevant Pledged Assets, and in particular on the general risks and consequences that may be involved to the Pledgor in the event of a default of the Pledgee prior to the final redemption of all Relevant Secured Liabilities under this Schedule 4 (the “**Risks and Consequences**”).

This Information Statement is not intended to be comprehensive but to inform and draw the Pledgor’s attention on the existence of the Risks and Consequences. It is also intended to invite the Pledgor to seek appropriate professional advice to the extent it so requires.

When making available this Information Statement, the Pledgee shall not be deemed to give any advice to the Pledgor.

Words not otherwise defined herein shall have the meaning given to them in the main body of this Schedule 4.

### 2. Background

This Information Statement is being provided in the context of Article 15 of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse, as amended from time to time (the “**SFT Regulation**”), which requires certain counterparties to securities financing transactions to provide or to receive, as the case may be, appropriate information in relation to risks associated with (re)use rights of financial instruments received as collateral.

This Information Statement covers the Risks and Consequences expressly required to be covered by Article 15 of the SFT Regulation, and is not intended to cover any other risks. The Pledgor shall seek appropriate professional advice in case it is not satisfied with the content of this Information Statement (and/or any Additional Support or Replacement Support) and/or in case it has any doubts or queries on any other risks which are not expressly covered herein.

The Pledgor shall not hold the Pledgee liable for the content and comprehensiveness of the information contained in this Information Statement and the Pledgor shall seek appropriate professional advice to satisfy itself that it has understood and accepts the Risks and Consequences before it enters into Schedule 4.

### 3. Risks and Consequences of the (re)use of the Relevant Pledged Assets by the Pledgee

When granting the Right of (Re)Use (in accordance with Clause 2.4 of Schedule 4), the Pledgor should be aware that:

- (i) depending on the transactions entered into by the Pledgee with third parties during the term of Schedule 4 or in case insolvency proceedings are opened in relation to the Pledgee, the Pledgee may not be able to timely obtain Equivalent Collateral to deliver to the Pledgor at the time required and, as a result, the Pledgor may be unable to deal in, exercise rights in respect of, or take other actions in relation to the relevant portion of Relevant Pledged Assets;
- (ii) the reused financial instruments may not be held by the Pledgee and may not be held in accordance with client asset rules;
- (iii) for the duration of the Pledge, the Pledgor will not be authorised to exercise voting and similar rights and the Pledgee will have no obligation to inform the Pledgor that voting or similar rights can be exercised and how such rights are exercised, if exercised;
- (iv) in the event that the Pledgee is not able to readily obtain Equivalent Collateral to deliver to the Pledgor at the time required: the Pledgor may be unable to fulfil its settlement obligations under a hedging or other transaction the Pledgor has entered into in relation to those financial instruments; a counterparty, exchange or other person may exercise a right to buy-in the relevant financial instruments; and the Pledgor may be unable to exercise rights or take other action in relation to those financial instruments;
- (v) when the Pledgee exercises its Right of (Re)Use over Relevant Pledged Assets, the Pledgor's rights over the Relevant Pledged Assets are replaced by a contractual claim for delivery of proprietary rights on the Equivalent Collateral in accordance with Schedule 4 and the Financial Collateral Law, which may prove less protective in the event of the insolvency of the Pledgee;
- (vi) in the event of a crisis measure affecting the Pledgee (including any crisis prevention measure or crisis management measure or any similar measure applicable in the event of the failure of the Pledgee in accordance with the local applicable laws of the Pledgee), the Pledgor might, amongst other things, have its rights temporarily suspended, have one or several new counterparties, and in extreme circumstances, have its rights against the Pledgee affected in their value or converted into equity as a result of the application of a bail-in instrument by competent authorities.