

Appendix 7 to the Clearing Conditions of Eurex Clearing AG:

# Pledge Agreement

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

As of 01.04.2019



requires otherwise, terms used 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 Basic 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 [a third party that is appointed for such purpose by the Clearing Member and Eurex Clearing AG (the “**Third-Party CM Account Holder**”)]<sup>3</sup>[the Third-Party CM Account Holder]<sup>4</sup>.

**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 via Eurex Clearing AG’s website [www.eurexclearing.com](http://www.eurexclearing.com). 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:

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<sup>3</sup> To be included if the pledges only relate to accounts/sub-accounts/XEMAC Claim-IDs held by the Clearing Member.

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

## 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) or (ii) (if any) a “**German Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

- (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) 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) in accordance with the Asset Based Allocation)

- (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) 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) 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) or (x) (if any) a “**German ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions)

(xi) *XEMAC Claim-ID of the Clearing Member:*

(xii) *XEMAC Claim-ID of the Third-Party CM Account Holder:*

(each account in CBF’s Collateral Management System (“**Xemac**”) specified under (xi) or (xii) (if any) a “**Xemac Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

(xiii) *XEMAC Claim-ID of the Clearing Member:*

(xiv) *XEMAC Claim-ID of the Third-Party CM Account Holder:*

(each account in Xemac specified under (xiii) or (xiv) (if any) a “**Xemac Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

(xv) *XEMAC Claim-ID of the Clearing Member:*

(xvi) *XEMAC Claim-ID of the Third-Party CM Account Holder:*

(each account in Xemac specified under (xv) or (xvi) (if any) a “**Xemac CASS Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin for CASS Transactions)

(xvii) *XEMAC Claim-ID of the Clearing Member:*

(xviii) *XEMAC Claim-ID of the Third-Party CM Account Holder:*

(each account in Xemac specified under (xvii) or (xviii) (if any) a “**Xemac ISA Pledged Securities Account**” for the purposes of granting Margin for ISA Transactions (other than any Margin for ISA CASS Transactions))

(xix) *XEMAC Claim-ID of the Clearing Member:*

(xx) *XEMAC Claim-ID of the Third-Party CM Account Holder:*

(each account in Xemac specified under (xix) or (xx) (if any) a “**Xemac ISA CASS Pledged Securities Account**” for the purposes of granting Margin for ISA CASS Transactions)

## 2.1.2 Luxembourg Securities Accounts

The following securities account(s) of the Clearing Member with Clearstream Banking S.A., Luxembourg (“**CBL**”) under Luxembourg law:

*Creation Securities Account number:*



(each account specified (if any) a “**Luxembourg Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

*Creation Securities Account number:*

(each account specified (if any) a “**Luxembourg Omnibus Pledged Securities Account**” for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation)

*Creation Securities Account number:*

(each account specified (if any) 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)

*Creation Securities Account number:*

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

*Creation Securities Account number:*

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

*Creation Securities Account number:*

(each account specified (if any) a “**CmaX Pledged Securities Account**” for the purposes of granting:

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable),

in each case by use of the Triparty Collateral Management Service of CBL ("**CmaX**")

*Creation Securities Account number:*

(each account specified (if any) a "**CmaX Omnibus Pledged Securities Account**" for the purposes of granting Omnibus Margin (other than any Omnibus Margin for CASS Transactions) in accordance with the Asset Based Allocation by use of CmaX)

*Creation Securities Account number:*

(each account specified (if any) a "**CmaX CASS Omnibus Pledged Securities Account**" for the purposes of granting Omnibus Margin for CASS Transactions by use of CmaX)

*Creation Securities Account number:*

(each account specified (if any) a "**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)

*Creation Securities Account number:*

(each account specified (if any) a "**CmaX ISA CASS Pledged Securities Account**" for the purposes of granting Margin for ISA CASS Transactions by use of CmaX)

*Creation Securities Account number:*

(each account specified (if any) a "**GC Pooling Re-use Pledged Securities Account**" for the purposes of granting:

- Proprietary Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable),

in each case 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**") under Swiss law:

*Securities Account number:*

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

- Proprietary Margin or Omnibus Margin in accordance with the Value Based Allocation (if applicable), or
- Proprietary Margin in accordance with the Asset Based Allocation (if applicable))

*Securities Account number:*

(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) in accordance with the Asset Based Allocation)

*Securities Account number:*

(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:*

(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:*

(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:*

(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:*

(each account specified (if any) a “**Swiss Clearing Agent 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 Basic Clearing Member 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 include securities in the form of book-entries (*Gutschriften in Wertpapierrechnung*).

### **2.2.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions and/or Asset Based Allocation/Own Transactions**

If one or more German Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin where Asset Based Allocation is the Applicable Allocation Method, in each case 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 – Asset Based Allocation/Omnibus Transactions**

If one or more German Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin if the Asset Based Allocation is the Applicable Allocation Method, 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 Xemac) – Value Based Allocation/Own Transactions and Omnibus Transactions and/or Asset Based Allocation/Own Transactions**

If one or more Xemac Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide (i) Margin pursuant to the Elementary Clearing Model

Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin where Asset Based Allocation is the Applicable Allocation Method, 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 Xemac Pledged Securities Account(s).

#### **2.2.5 Elementary Clearing Model Provisions (Use of Xemac) – Asset Based Allocation/Omnibus Transactions**

If one or more Xemac Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, 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 Xemac Omnibus Pledged Securities Account(s).

#### **2.2.6 Elementary Clearing Model Provisions – CASS Transactions (Use of Xemac)**

If one or more Xemac 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 Xemac CASS Omnibus Pledged Securities Account(s).

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

If one or more German ISA Pledged Securities Accounts 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 Accounts 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 Xemac) – ISA Transactions**

If one or more Xemac ISA Pledged Securities Accounts 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 Xemac ISA Pledged Securities Account(s).

#### **2.2.10 ISA Provisions (Use of Xemac) – ISA CASS Transactions**

If one or more Xemac ISA CASS Pledged Securities Accounts 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 Xemac ISA CASS Pledged Securities Account(s).

#### **2.2.11 Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 and 2.2.4**

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 and 2.2.4 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 or Xemac 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 upon the occurrence of a Termination Event or an Insolvency Termination Event and a Termination Date with respect to the Proprietary Standard Agreement of the Clearing Member.

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.

In case the Value Based Allocation is the Applicable Allocation Method, Eurex Clearing AG undertakes to only exercise any such appropriation right with respect to such Relevant Pledged Securities that are allocated to the Internal Proprietary Margin Account in accordance with Chapter I Part 2 Subpart A Number 4.4.1.1 of the Clearing Conditions.

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 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;
  - (ii) if the relevant securities are credited to an account or sub-account of the Third-Party CM Account Holder (or relate to a XEMAC Claim-ID 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 (3) (i) – to Eurex Clearing AG;
  - (iii) undertakes – except when using Xemac - to instruct (substantially in the form set out in Schedule 2 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
  - (iv) undertakes – except when using Xemac - to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 2 hereto).
- (2) When using Xemac, the notification to CBF of each pledge over securities in Xemac will be made within the systems of CBF unless a pledge over the relevant securities has already been granted in any Original Agreement (as defined in Clause 5.2). If the latter is the case, the Clearing Member (and, to the extent that the Third-Party CM Account Holder is a party to this Agreement, also the Third Party CM Account Holder) shall promptly notify CBF of the granting of each subordinated pledge by using the form set out in Schedule 3 hereto.
- (3) 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 (or if any XEMAC Claim-ID to which any of the pledges pursuant to Clauses 2.2.1 to 2.2.10 relates is or will be a XEMAC Claim-ID 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 (or are or will be subject to the relevant XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1;
  - (ii) undertakes – except when using Xemac – to instruct (substantially in the form set out in Schedule 2 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 (or are or will be subject to the relevant XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1;
  - (iv) undertakes – except when using Xemac - to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 2 hereto); 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 (or are or will be subject to a XEMAC Claim-ID of the Third-Party CM Account Holder) set out in Clause 2.1.1.
- (4) 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 Accounts

### 2.3.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions

- A If one or more Luxembourg Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if Asset Based Allocation is the Applicable Allocation Method, in each case 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 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg Pledged Securities Account.



The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if Asset Based Allocation is the Applicable Allocation Method, in each case in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX, 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 CmaX Pledged Securities Account.

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- C If one or more 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 (i) Margin pursuant to the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if the Asset Based Allocation is the Applicable Allocation Method, in each case 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 1 of this Agreement all securities which are at present or are in the future deposited in any such GC Pooling Re-use Pledged Securities Account.

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, CBL for the perfection of such pledge.

### **2.3.2 Elementary Clearing Model Provisions – Asset Based Allocation/Omnibus Transactions**

- A If one or more Luxembourg Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, 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 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more CmaX Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Omnibus Margin if Asset Based Allocation is the Applicable Allocation Method, in accordance with Chapter I Part 1

Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions by use of CmaX, 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 CmaX Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

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

- A 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, 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).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more 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, 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 CmaX CASS Omnibus Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, from CBL for the perfection of the pledge.

### **2.3.4 ISA Provisions – ISA Transactions**

- A 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, 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).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements, from CBL for the perfection of such pledge.

- B If one or more 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, 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 CmaX ISA Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

### **2.3.5 ISA Provisions – ISA CASS Transactions**

- A 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, 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).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

- B If one or more 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, 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 CmaX ISA CASS Pledged Securities Account(s).

The Clearing Member hereby undertakes to issue all relevant notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge.

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

### **2.4.1 Elementary Clearing Model Provisions – Value Based Allocation/Own Transactions and Omnibus Transactions**

If one or more Swiss Pledged Securities Accounts have been established pursuant to Clause 2.1.3, the Clearing Member, in order to provide (i) Margin pursuant to the Elementary Clearing Model Provisions where the Value Based Allocation is the Applicable Allocation Method or (ii) Proprietary Margin if the Asset Based Allocation is the Applicable Allocation Method, in each case 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 – Asset Based Allocation/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 if the Asset Based Allocation is the Applicable Allocation Method, 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 the 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.

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 Pledged Securities Account(s)**

If one or more Swiss Clearing Agent 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 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 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 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 Pledged Securities Account(s).

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

- 2.5.1 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 (A) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (i) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Asset Based Allocation is the Applicable Allocation Method.
- 2.5.2 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 with respect to the Omnibus Standard Agreement of the Clearing Member or, in the case of more than one Omnibus Standard Agreement, with respect to all Omnibus Standard Agreements of the Clearing Member (other than, in each case, any Omnibus Standard Agreement of the Clearing Member for its CASS Transactions).
- 2.5.3 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.
- 2.5.4 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).
- 2.5.5 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.



2.5.6 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.

2.5.7 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 Basic Clearing Members of the Clearing Member acting as Clearing Agent.

## 2.6 References

The Parties further agree that:

2.6.1 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 2.4 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;

2.6.2 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 2.4 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;

2.6.3 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 2.4 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

2.6.4 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 2.4 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.

## 2.7 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest, 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 2.4 (where

relevant, in connection with Schedule 1 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 the Clearing Member has established one or more German Omnibus Pledged Securities Accounts, Xemac Omnibus Pledged Securities Accounts, German CASS Omnibus Pledged Securities Accounts, Xemac CASS Omnibus Pledged Securities Accounts, German ISA Pledged Securities Accounts, Xemac ISA Pledged Securities Accounts, German ISA CASS Pledged Securities Accounts and/or Xemac ISA CASS Pledged Securities Accounts pursuant to Clause 2.1.1 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, 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 the Clearing Member has established one or more Luxembourg Omnibus Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, Luxembourg CASS Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, Luxembourg ISA Pledged Securities Accounts, CmaX ISA Pledged Securities Accounts, Luxembourg ISA CASS Pledged Securities Accounts and/or CmaX ISA CASS Pledged Securities Accounts pursuant to Clause 2.1.2 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, Eurex Clearing AG shall, upon any of the pledges 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 the Clearing Member has established 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 Pledged Securities Accounts 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 Basic 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 Basic Clearing Member, respectively.

## 4 Representations

### 4.1 Representations of the Clearing Member<sup>5</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 2.4 relate, it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG and that 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 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

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<sup>5</sup> Heading to be included if a Third-Party CM Account Holder is a party to the Agreement.

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;

- (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.]<sup>6</sup>

## 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. 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

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<sup>6</sup> To be included if a Third-Party CM Account Holder is a party to the Agreement.

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.<sup>7</sup>

In addition, the Agreement may be amended at any time by written agreement between Eurex Clearing AG [, the Third-Party CM Account Holder]<sup>8</sup> 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 2.1.3 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 2.4 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 2.1.3 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 2.1.3 pursuant to, or in accordance with, an Original Agreement or any other agreement.

## **6 Governing Law; Jurisdiction, Place of Performance; Severability Clause**

### **6.1 Governing Law**

- 6.1.1 This Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1) 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 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.
- 6.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1) 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 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

<sup>7</sup> To be included if a Third-Party CM Account Holder is a party to the Agreement.

<sup>8</sup> To be included if a Third-Party CM Account Holder is a party to the Agreement.

shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland.

## **6.2 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, 2.4, 3.2, 3.3 and Schedule 1).

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 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.

## **6.3 Place of Performance**

The place of performance shall be Frankfurt am Main, Federal Republic of Germany.

## **6.4 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

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as Clearing Member

Place / Date

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Name

Name

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Function

Function

### Eurex Clearing Aktiengesellschaft

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Eurex Clearing AG

Place / Date

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Name

Name

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Function

Function

[

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as Third-Party CM Account Holder

Place / Date

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Name

Name

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Function

Function]<sup>9</sup>

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<sup>9</sup> To be included if a Third-Party CM Account Holder is a party to the Agreement.

## Schedule 1

### Pledges relating to Securities in Luxembourg Accounts

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

**BETWEEN:**

- (1) the Clearing Member (as defined above in this Agreement) (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 (“**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 Interpretations

### 1.1 Definitions

Unless the context requires otherwise, terms used 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 is attached and:

“**CBF**” means Clearstream Banking AG, Frankfurt, a company incorporated as an Aktiengesellschaft under the laws of the Federal republic of Germany, having its registered office at Mergenthalerallee 61, 65760 Eschborn, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt, Germany under HRB 7500.

“**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.

“**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 collateral management service agreement for collateral givers, including any relevant Appendix thereto, in

particular Appendix 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, and (ii) the collateral management service agreement for collateral receivers including any relevant Appendix thereto, in particular Appendix 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.

**“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.

**“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.

**“Pledged Securities Account”** means each of the following securities accounts or sub-accounts, in each case, if such account has been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached: the Luxembourg Pledged Securities Account(s), the Luxembourg Omnibus Pledged Securities Account(s), the Luxembourg CASS Omnibus Pledged Securities Account(s), the CmaX Pledged Securities Account(s), the CmaX Omnibus Pledged Securities Account(s), the CmaX CASS Omnibus Pledged Securities Account(s), the GC Pooling Re-use Pledged Securities Account(s), the Luxembourg ISA Pledged Securities Account(s), the Luxembourg ISA CASS Pledged Securities Account(s), the CmaX ISA Pledged Securities Account(s) and the CmaX ISA CASS Pledged Securities Account(s).

**“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.

**“Relevant Pledged Assets”** means all securities which are at present or are in the future deposited in the relevant Pledged Securities Accounts together with any cash credited on such Pledged Securities Accounts in relation to the above securities for the purpose of securing the Relevant Secured Liabilities.

**“Relevant Secured Liabilities”** means

- (i) with respect to the Pledge over securities credited to one or more Luxembourg Pledged Securities Accounts, CmaX Pledged Securities Accounts or GC Pooling Re-use Pledged Securities Accounts the Secured Claims (as defined in (A) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims) where the Value Based Allocation is the Applicable Allocation Method or (B) Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (i) of the Clearing Conditions (including any Secured CASS Omnibus



Claims) where the Asset Based Allocation Method is the Applicable Allocation Method);

- (ii) with respect to the Pledge over securities credited to one or more Luxembourg Omnibus Pledged Securities Accounts or CmaX Omnibus Pledged Securities Accounts the Secured Claims (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (2) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims);
- (iii) with respect to the Pledge over securities credited to one or more Luxembourg CASS Omnibus Pledged Securities Accounts or CmaX CASS Omnibus Pledged Securities Accounts, all Secured CASS Omnibus Claims (as defined in Chapter I Part 2 Subpart D Number 3.4),
- (iv) with respect to the Pledge over securities credited to one or more Luxembourg ISA Pledged Securities Accounts or CmaX ISA Pledged Securities Accounts all Secured 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 securities credited to one or more Luxembourg ISA CASS Pledged Securities Accounts or CmaX ISA CASS Pledged Securities Accounts, all Secured ISA CASS Claims (as defined in Chapter I Part 4 Number 6.3.3.3 of the Clearing Conditions).

**“Enforcement Event”** means the non-delivery or non-payment of the Relevant Secured Liabilities on the due date of the relevant delivery or payment obligation.

**“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 to which this Schedule is attached and has not been released as of the time of the execution of the Agreement to which this Schedule is attached.

**“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 to which this Schedule is attached.

## 1.2 Construction

Unless a contrary indication appears, any reference in this Schedule 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.

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 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 pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached, 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 Non-CmaX Pledged Account(s) and hereby grants to the Pledgee a Pledge (“gage”) over such Relevant Pledged Assets.

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

Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG to CBL), all assets standing to the credit of any Non-CmaX Pledged Account are pledged in favour of the Pledgee under and pursuant to this Schedule.

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

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the 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 to which this Schedule is attached, the Pledgor and the Pledgee shall execute and send to CBL the joint notification set out in Attachment 1 to this Schedule (the **“Joint Notification”**), and the Pledgor undertakes to promptly obtain the acceptance by CBL of the waiver set out in the Appendix to the Attachment 1 of this Schedule.

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 to which this Schedule is attached 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 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 waiver contained in the Appendix to the Attachment 1 of this Schedule, if a similar waiver was previously collected from CBL and communicated to the Pledgee.

## **2.4 Representations, Warranties and Covenants**

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 otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (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;
- (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, 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 representations, warranties and covenants under this Clause 2.4 are made as of the date of the Agreement this Schedule is attached to and are deemed repeated each time Relevant Pledged Assets are credited to any Non-CmaX Pledged Account.

## **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 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 deems 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 this Agreement (including under a Previous Pledge and a Permitted Pledge).

## 2.7 Additional covenant of the Pledgor

The Pledgor shall not be entitled to notify CBL of a release of the Pledge in respect of a Non-CmaX Pledged Account as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of 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) in respect of that Non-CmaX Pledged Account have 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 CmaX Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, CmaX ISA Pledged Securities Accounts and/or CmaX ISA CASS Pledged Securities Accounts

If one or more CmaX Pledged Securities Accounts, CmaX Omnibus Pledged Securities Accounts, CmaX CASS Omnibus Pledged Securities Accounts, CmaX ISA Pledged Securities Accounts and/or CmaX ISA CASS Pledged Securities Accounts (hereafter each a “**CmaX Pledged Account**”) have been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule is attached, the following special provisions apply:

### 3.1 Creation and Perfection 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 CmaX Pledged Account(s) and hereby grants to the Pledgee the Pledge (“gage”) over such Relevant Pledged Assets.

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

CBL will be informed of the granting of the Pledge in relation to a new CmaX Pledged Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new CmaX Pledged Account as pledged in favour of the Pledgee, and manage the Relevant Pledged

Assets credited thereto in accordance with the Collateral Management Service Agreements.

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 CmaX Pledged Account(s):

- (a) the execution of the Agreement to which this Schedule is attached 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.

### **3.2 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).

### **3.3 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 (including under a Previous Pledge and a Permitted Pledge) and the Collateral Management Service Agreements.

### **3.4 Collateral Management Service Agreements**

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL regarding the management of the collateral provided under this Schedule.

The terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

### **3.5 Undertaking of the Pledgor**

The Pledgor shall not be entitled to carry out any notification to CBL on the basis of Article 18.1 b) (ii) and/or Article 24 of the Collateral Management Service Agreements, with respect to, or affecting the functioning of, a CmaX Pledged Account, as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of 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) in respect of that CmaX Pledged Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

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

If one or more GC Pooling Re-use Pledged Securities Accounts have been established pursuant to Clause 2.1.2 of the Agreement to which this Schedule 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 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**

Unless otherwise agreed by the Parties (and communicated by Eurex Clearing AG, acting through CBF, to CBL), it is hereby confirmed that CBL shall be instructed by Eurex Clearing AG to consider that all assets standing to the credit of any GC Pooling Re-use Pledged Securities Account are pledged in favour of the Pledgee under and pursuant to this Agreement.

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

For the perfection of the Pledge, for purposes of Article 5 (2) a) (iv) of the Law on financial collateral arrangements, the Relevant Pledged Assets shall, as and when they are credited to the GC Pooling Re-use Pledged Securities Account(s), be designated in CBL’s books, collectively by reference to the relevant GC Pooling Re-use Pledged Securities Account, as pledged in favour of the Pledgee.

CBL will be informed of the granting of the Pledge in relation to a new GC Pooling Re-use Pledged Securities Account via the execution of matching Appendices A to the Collateral Management Service Agreements by each of the Parties. Following the execution of such Appendices A by each of the Parties with CBL, CBL will automatically designate the new GC Pooling Re-use Pledged Securities Account as pledged in favour of the Pledgee, and manage the Relevant Pledged Assets credited thereto in accordance with the Collateral Management Service Agreements.

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 GC Pooling Re-use Pledged Securities Account(s):

- (a) the execution of the Agreement to which this Schedule is attached 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 by CBF in accordance with SC Xemac.

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 CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

#### **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 (including under a Previous Pledge and a Permitted Pledge), SC Xemac or the Collateral Management Service Agreements.

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

Eurex Clearing AG and the Pledgor shall have entered into Collateral Management Service Agreements with CBL regarding the management of the collateral provided under this Schedule.

Without prejudice to Clauses 4.4 and 4.5, the terms of the Collateral Management Service Agreements shall apply to the management of the Relevant Pledged Assets in accordance with the Clearing Conditions.

#### **4.9 Undertaking of the Pledgor**

The Pledgor shall not be entitled to carry out any notification to CBL on the basis of Article 18.1 b) (ii) and/or Article 24 of the Collateral Management Service Agreements, with respect to, or affecting the functioning of, a GC Pooling Re-use Pledged Securities Account, as long as:

- (a) all outstanding Relevant Secured Liabilities in respect of that 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) in respect of that GC Pooling Re-use Pledged Securities Account has not been irrevocably granted by the Pledgee to the Pledgor in full.

## **5 Enforcement**

### **5.1 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 to which this Schedule is attached, 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 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) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) 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
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

### **5.2 Notification to CBL of an Enforcement Event**

At any time while an Enforcement Event has occurred, the Pledgee may (without any obligation) notify CBL (in case of Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts in or substantially in the form of the notice attached hereto as Attachment 2, and in accordance with the procedures and notifications provided in the

Collateral Management Service Agreements) in accordance with the procedures and notifications provided in the CBL Governing Documents and, to the extent applicable, the Collateral Management Service Agreements, that an Enforcement Event has occurred.

### **5.3 Limitation on Realisation**

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.

## **6 Order of Distributions**

All amounts received or recovered by the Pledgee in the exercise of its rights under this Agreement 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.

## **7 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.

## **8 Saving Provisions**

### **8.1 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.

### **8.2 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.

**9 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.

**10 Rights, Waivers and Determinations****10.1 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), the corresponding terms of the Clearing Conditions and of the Clearing Agreement (including this Schedule) 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.

**10.2 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) 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.

**11 Amendments**

None of the terms or provisions of this Schedule may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.

**12 Assignment**

Unless otherwise provided for in the Clearing Conditions or in the Clearing Agreement (including this Schedule), the Parties shall not assign any of their rights or claims under this Schedule except with the prior written consent of the other Party.

**13 Severability**

Any provision in this Schedule 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 are for convenience of reference only and shall not affect the construction of this Schedule.



by registered mail

To:

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

From:

**Eurex Clearing AG**

\* Pledgee

\* 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 relation to the management of the assets standing to the credit of the Pledged Securities Account(s) from time to time, Pledgee and 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"). Such instructions or notices 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 including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect hereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Pledged Securities Account(s) (the "Collateral") to any account, whether or not within the CBL system.

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).

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 the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 5 of Schedule 1 attached to the Eurex Clearing Pledge Agreement subject to the contractual limitation on the realisation of the pledged securities pursuant to Clause 3.2 of the Pledge Agreement. 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 assets 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 assets standing to the credit of the Pledged Securities Account(s) as pledged in favour of Pledgee until CBL is expressly notified otherwise by the Pledgee. CBL shall not comply with any unilateral instructions from the Pledgor until CBL receives a matching instruction from the Pledgee.



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**”), at any moment on first request of the Pledgee to CBL.

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 Section I of General Terms and Conditions with respect to the Pledged Securities Account(s), in respect of which such waiver has not yet been granted subject to, and in accordance with, the appendix hereto.

This notification and the appendix to Schedule 1 – Attachment 1 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,

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Name and capacity

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Name and capacity

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Acting for Pledgor

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Acting for Pledgor

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Name and capacity

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Name and capacity

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Acting for Eurex Clearing AG as Pledgee

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Acting for Eurex Clearing AG as Pledgee

Accepted and agreed

Accepted and agreed

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Name and capacity

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Acting for CBL

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Acting for Eurex Clearing AG as Pledgee

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Acting for Eurex Clearing AG as Pledgee

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Accepted and agreed

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Accepted and agreed

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Name and capacity

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Name and capacity

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Acting for CBL

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Acting for CBL

## Schedule 1 – Attachment 2 Form of Notice To Be Given To Clearstream Banking S.A. in Case Of An Enforcement Event

To:

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

cc:

\_\_\_\_\_ (Pledgor)

From:

**Eurex Clearing AG**

\* \_\_\_\_\_  
Pledgee

\* \_\_\_\_\_ \*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

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

Dear Sirs,

Notice of an Enforcement Event

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 5.2 of Schedule 1 attached to the pledge agreement dated \_\_\_\_\_ between the Pledgor and our institution as Pledgee (the "**Eurex Clearing Pledge Agreement**"), that an 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].

Yours sincerely,

(Pledgee

By: \_\_\_\_\_

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

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

## Schedule 2 Form of Notice of Pledge to Clearstream Banking AG

By registered mail

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.

To the extent not previously waived, CBF waives any prior ranking pledge we may have granted subject to No. XXVII of CBF's GTCs or any other retention right with respect to the above-mentioned securities account(s).

[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>3</sup>

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to us and Eurex Clearing AG, Member/Vendor Services & Admission/Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

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Name and capacity

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Acting for the Pledgor

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

<sup>4</sup> To be included if any of the accounts/sub-accounts is an account/sub-account held by the Third-Party CM Account Holder.

[REDACTED]

Name and capacity

[REDACTED]

Acting for the Third-Party CM Account Holder]<sup>4</sup>

\* \* \* \* \*

We hereby confirm receipt, acknowledge the terms of the letter set out above and agree to waive any prior ranking pledge we may have subject to No. XXVII of CBF's GTCs or any other retention right with respect to the above mentioned securities account(s).

Date of Receipt:

\_\_\_\_\_

## Clearstream Banking AG

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Function

\_\_\_\_\_  
Function

## Schedule 3 Form of Notice of Pledge to Clearstream Banking AG when using Xemac<sup>1</sup>

By registered mail

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

<sup>1</sup> Please use this Schedule 3 only to notify a subordinated pledge with respect to the relevant Xemac Pledged Securities Account, Xemac Omnibus Pledged Securities Account, Xemac CASS Omnibus Pledged Securities Account, Xemac ISA Pledged Securities Account or Xemac ISA CASS Pledged Securities Account.



Therefore, the Pledgor hereby instructs CBF to (a) establish a bailment (*Begründung eines Besitzzmittlungsverhältnisses*) 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 (*Besitzzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention.

[If any of the accounts or claim-IDs 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>3</sup>

Please confirm receipt and acknowledgement of this letter by countersigning and sending a copy of this letter to us and Eurex Clearing AG, Member/Vendor Services & Admission/Clearing (DSG), (Mergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany).

Kind regards,

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Name and capacity

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Acting for the Pledgor

[REDACTED]

Name and capacity

[REDACTED]

Acting for the Third-Party CM Account Holder]<sup>4</sup>

\* \* \* \* \*

We hereby confirm receipt, acknowledge the terms of the letter set out above.

Date of Receipt:

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## Clearstream Banking AG

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Name

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Name

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Function

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Function

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<sup>4</sup> To be included if any of the accounts/claim-IDs is an account/claim-ID is an accounts/claim-IDs is an account/claim-ID held by the Third-Party CM Account Holder.