



AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

Appendix 11 to the Clearing Conditions for Eurex Clearing AG:

Pledge Agreement

relating to pledges of Eligible Margin Assets in order to provide ~~Basic~~
~~Clearing Member Margin~~ SA Direct Margin in the form of Securities

As of 15.07.2022



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

BETWEEN:

(1) _____
legal name

acting through / having its (registered) office at

as ~~Basic Clearing Member~~ ISA Direct Clearing Member (the “**Basic Clearing Member**”); [and]¹

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

(3) [_____] (legal name)

acting through / having its (registered) office at

as Clearing Agent of the ~~Basic Clearing Member~~ ISA Direct Clearing Member (the “**Clearing Agent**”).²

¹ Text in square brackets marked in grey [_____] shall apply if the pledges only relate to accounts held by the ~~Basic Clearing Member~~ ISA Direct Clearing Member.

² Text in square brackets marked in blue [_____] shall apply if the pledges relate to one or more accounts held by the Clearing Agent.



[REDACTED]
legal name

acting through / having its (registered) office at

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

as third party account holder designated by the ~~Basic Clearing Member~~ ISA Direct Clearing Member in accordance with [this Agreement] (the “**Third Party Account Holder**”).³

The ~~Basic Clearing Member~~ ISA Direct Clearing Member [REDACTED] [and] Eurex Clearing AG [[and]/[.] the Clearing Agent] [and the Third Party Account Holder] are hereinafter also referred to as the “**Parties**” and each of them as a “**Party**”. Unless the context requires otherwise, terms used but not defined in this Agreement shall have the meaning given to them in the Clearing Conditions for Eurex Clearing AG (the “**Clearing Conditions**”).

³ Text in square brackets marked in green [REDACTED] shall apply if the pledges relate to one or more accounts held by a Third Party Account Holder other than the Clearing Agent.



WHEREAS:

(A) The ~~Basic Clearing Member~~ ISA Direct Clearing Member, Eurex Clearing AG and the Clearing Agent have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions as Appendix 10 (as the same may have been or will be amended from time to time, the "~~Basic Clearing Member Clearing Agreement~~" ISA Direct Clearing Agreement). ~~[In the Basic Clearing Member Agreement~~ ISA Direct Clearing Agreement, the ~~Basic Clearing Member~~ ISA Direct Clearing Member has appointed _____ as the Clearing Agent of the ~~Basic Clearing Member~~ ISA Direct Clearing Member (the "**Clearing Agent**").]⁴

The ISA Direct Clearing Member enters into this Agreement only in the capacity as an ISA Direct Indemnified Clearing Member to which the ISA Direct Indemnified Provisions apply. Accordingly, all references in this Agreement (including the Schedules hereto)

- (i) to the ISA Direct Clearing Member shall only be references to the ISA Direct Clearing Member acting in its capacity as ISA Direct Indemnified Clearing Member,
- (ii) to the Clearing Agent shall only be reference to the Clearing Agent in its capacity as the Indemnifying Clearing Agent of the ISA Direct Indemnified Clearing Memnber; and
- (iii) to ISA Direct Margin shall only be interpreted with respect to the capacity of the ISA Direct Clearing Member as ISA Direct Indemnified Clearing Member

and all secured claims to which any of the security interest granted pursuant to this Agreement (including the Schedules hereto) shall only comprise such claims against the ISA Direct Clearing Member in its capacity as ISA Direct Indemnified Clearing Member.]⁵

(B) The ~~Basic Clearing Member~~ ISA Direct Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing ~~Basic Clearing Member Margin~~ ISA Direct Margin in accordance with the ~~Basic Clearing Member Provisions~~ ISA Direct Provisions. The ~~Basic Clearing Member~~ ISA Direct Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or 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) Under relevant applicable laws and subject to the limitations contained in the Clearing Conditions and in this Agreement (in particular as set out in Clause 2.1 below), pledges over ~~Basic Clearing Member Margin~~ ISA Direct Margin may, under certain conditions, also be granted by the ~~Basic Clearing Member~~ ISA Direct Clearing Member if the pledged ~~Basic Clearing Member Margin~~ ISA Direct Margin is maintained in a special account belonging to a third party that is specially appointed by the ~~Basic Clearing Member~~ ISA

⁴ Sentence to be maintained if the Clearing Agent is not a party to the Agreement (i.e., in case of accounts held by ~~Basic Clearing Member~~ ISA Direct Clearing Member and/or in case of accounts held by Third Party Account Holder).

⁵ Text in brackets to be maintained if the ISA Direct Clearing Member concludes this Agreement as an ISA Direct Indemnified Clearing Member.



Direct Clearing Member and Eurex Clearing AG, such as the Clearing Agent or any other eligible third party account holder (the “**Third Party Pledge Holder**”).

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

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

2 Granting of Pledges

2.1 Securities Accounts

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

2.1.1 German Securities Accounts

The following securities account(s) or sub-account(s) under German law:

- (i) ~~Securities account(s)/sub-account(s) of the Basic Clearing Member~~ SA Direct Clearing Member with Clearstream Banking AG, Frankfurt am Main (“**CBF**”)

Cascade and/or CBF Int 6-series *Securities Margin Account/Sub-Account number(s)*:

(each account specified (if any) under (i), a “~~Basic Clearing Member German Pledged Securities Account~~ **SA Direct German Pledged Securities Account**” for the purposes of granting ~~Basic Clearing Member Margin~~ SA Direct Margin)

- (ii) ~~Account(s)/sub-account(s) of the Basic Clearing Member~~ SA Direct Clearing Member in XEMAC

XEMAC Claim-ID:

(each account in CBF’s Collateral Management System ‘Xemac’ (“**Xemac**”) specified (if any) under (ii), a “~~Xemac Basic Clearing Member Pledged Securities Account~~ **SA Direct Pledged Securities Account**” for the purposes of granting ~~Basic Clearing Member Margin~~ SA Direct Margin)



2.1.2 Luxembourg Securities Accounts

The following securities account(s) with Clearstream Banking S.A., Luxembourg ("CBL") under Luxembourg law:

- (i) Securities account(s) of the ~~Basic Clearing Member~~ ISA Direct Clearing Member

Creation Securities Account number:

- (ii) Securities account(s) of the Clearing Agent

Creation Securities Account number:

(each account specified (if any) under (i) or (ii), a "**Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account**" for the purposes of granting ~~Basic Clearing Member Margin~~ ISA Direct Margin)

- iii) Securities account(s) of the ~~Basic Clearing Member~~ ISA Direct Clearing Member in CmaX

Creation Securities Account number(s):

- (iv) Securities account(s) of Third Party Pledge Holder(s) in CmaX

Creation Securities Account number(s) and name of Third Party Pledge Holder(s):

(each account specified (if any) under (iii) or (iv), a "**CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account**" for the purposes of granting ~~Basic Clearing Member Margin~~ ISA Direct Margin by use of the triparty collateral management service 'CmaX' of CBL ("**CmaX**"))

- (v) Securities account(s) of the ~~Basic Clearing Member~~ ISA Direct Clearing Member

Creation Securities Account number(s):

- (vi) Securities account(s) of Third Party Pledge Holder(s)

Creation Securities Account number(s) and name of Third Party Pledge Holder(s):



(each account specified (if any) under (v) and (vi), a “**GC Pooling Re-use Basic Clearing Member Pledged Securities Account**” ~~ISA Direct Pledged Securities Account~~” for the purposes of granting ~~Basic Clearing Member Margin~~ ISA Direct Margin by re-use of collateral in relation to GC Pooling Repo Transactions)

2.1.3 Swiss Securities Accounts

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

- (i) Securities account(s) of the ~~Basic Clearing Member~~ ISA Direct Clearing Member

Securities Account number(s):

- (ii) Securities account(s) of the Clearing Agent

Securities Account number(s):

(each account specified (if any) under (i) or (ii), a “**Swiss Basic Clearing Member Pledged Securities Account**” ~~ISA Direct Pledged Securities Account~~” for the purposes of granting ~~Basic Clearing Member Margin~~ ISA Direct Margin)

- (iii) Securities account(s) of the ~~Basic Clearing Member~~ ISA Direct Clearing Member in the triparty collateral management system of SIX SIS

Securities Account number(s):

- (iv) Securities account(s) of the Clearing Agent in the triparty collateral management system of SIX SIS

Securities Account number(s):

(each account specified (if any) under (iii) or (iv), a “**TCM SIX SIS Basic Clearing Member Pledged Securities Account**” ~~ISA Direct Pledged Securities Account~~” for the purposes of granting ~~Basic Clearing Member Margin~~ ISA Direct Margin by use of the triparty collateral management service of SIX SIS (“**TCM SIX SIS**”).

2.2 Pledges of Securities in German Securities Accounts

2.2.1 ~~Basic Clearing Member Provisions~~ ISA Direct Provisions (without use of Xemac)

If one or more ~~Basic Clearing Member German Pledged Securities Account~~ ISA Direct German Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such ~~Basic Clearing Member German Pledged Securities Account~~ ISA Direct German Pledged Securities Account(s).

2.2.2 ~~Basic Clearing Member Provisions~~ ISA Direct Provisions (Use of Xemac)

If one or more Xemac ~~Basic Clearing Member~~ ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.1, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 (in particular, Number 7.6.3) of the Clearing Conditions, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Xemac ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s).

2.2.3 **Common provisions for each of the pledges granted pursuant to Clauses 2.2.1 or 2.2.2**

For the purpose of granting each of the pledges pursuant to Clauses 2.2.1 or 2.2.2, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby:

- (i) assigns to Eurex Clearing AG its claim for surrender (*Liefer- und Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF if the relevant ~~Basic Clearing Member German Pledged Securities Account~~ ISA Direct German Pledged Securities Account is an account with CBF or if the pledge relates to securities credited to a Xemac ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account;
- (ii) undertakes, if the ~~Basic Clearing Member~~ ISA Direct Clearing Member does not have a claim for surrender of the relevant securities against CBF, to instruct (substantially in the form set out in Schedule 3 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
- (iii) undertakes to promptly notify CBF of the conclusion of this agreement to pledge securities (substantially in the form set out in Schedule 3 hereto).

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities 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.

2.3 Pledges of Securities in Luxembourg Securities Accounts

2.3.1 ~~Basic Clearing Member Provisions~~ ISA Direct Provisions (without use of CmaX)

- (i) If one or more Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin pursuant to the ~~Basic Clearing Member Provisions~~ ISA Direct Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions,
- (a) if the Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 hereto all securities which are at present or are in the future deposited in any such Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
- (b) if the Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the Clearing Agent, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Clearing Agent, as third party pledge holder (“*tiers détenteur de gage*” within the meaning of article 5 (2) (a) (iv) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended (the “**Luxembourg law on financial collateral arrangements**”)) hereby (i) acknowledges the pledge created by the ~~Basic Clearing Member~~ ISA Direct Clearing Member in favour of Eurex Clearing AG over the securities of the ~~Basic Clearing Member~~ ISA Direct Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Clearing Agent’s relevant Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s), pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Clearing Agent’s relevant Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) for the benefit of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.



The ~~Basic Clearing Member~~ ISA Direct Clearing Member and the Clearing Agent, to the extent relevant in the case of Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) in the name of the Clearing Agent, hereby undertake to issue all relevant notices to and obtain all relevant acknowledgements from CBL for the perfection of such pledge, as further set out in Schedule 1 and Schedule 2 hereto, as applicable.

2.3.2 ~~Basic Clearing Member Provisions~~ ISA Direct Provisions (use of CmaX)

- (i) If one or more CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 (in particular, Number 7.6.3) of the Clearing Conditions by use of CmaX,
 - (a) if the relevant CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 hereto all securities which are at present or are in the future deposited in any such CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
 - (b) if the relevant CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of a Third Party Pledge Holder, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Third Party Pledge Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the **Luxembourg law on financial collateral arrangements**) hereby (i) acknowledges the pledge created by the ~~Basic Clearing Member~~ ISA Direct Clearing Member in favour of Eurex Clearing AG over the securities of the ~~Basic Clearing Member~~ ISA Direct Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Third Party Pledge Holder's relevant CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s), pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third Party Pledge Holder's relevant CmaX ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) for the benefit of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.



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

- (ii) If one or more GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin by re-use of collateral in relation to GC Pooling Repo Transactions,
- (a) If the relevant GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, the ~~Basic Clearing Member~~ ISA Direct 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 ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
- (b) if the relevant GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of a Third Party Pledge Holder, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Third Party Pledge Holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the **Luxembourg law on financial collateral arrangements**) hereby (i) acknowledges the pledge created by the ~~Basic Clearing Member~~ ISA Direct Clearing Member in favour of Eurex Clearing AG over the securities of the ~~Basic Clearing Member~~ ISA Direct Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Third Party Pledge Holder's relevant GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account, pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Third Party Pledge Holder's relevant GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account for the benefit of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.

The ~~Basic Clearing Member~~ ISA Direct Clearing Member and the Third Party Pledge Holder, to the extent relevant in the case of GC Pooling Re-use ~~Basic Clearing~~



~~Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) in the name of a Third Party Pledge Holder, hereby undertake to issue all relevant notices to and obtain all relevant acknowledgements from CBL for the perfection of such pledge, as further set out in Schedule 1 and Schedule 2 hereto, as appropriate.

2.4 Pledges of Securities in Swiss Securities Accounts

2.4.1 ~~Basic Clearing Member Provisions~~ ISA Direct Provisions (without use of TCM SIX SIS)

If one or more Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide ~~Basic Clearing Member Margin~~ ISA Direct Margin pursuant to the ~~Basic Clearing Member Provisions~~ ISA Direct Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the ~~Basic Clearing Member~~ ISA Direct Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s).

If the Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the ~~Basic Clearing Member~~ ISA Direct Clearing Member, the ~~Basic Clearing Member~~ ISA Direct Clearing Member further undertakes to enter into an additional control agreement (in the form provided by Eurex Clearing AG) between the ~~Basic Clearing Member~~ ISA Direct 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 such Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s).

If the Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the Clearing Agent, the Clearing Agent acknowledges and agrees that the ~~Basic Clearing Member~~ ISA Direct Clearing Member pledges to Eurex Clearing AG all securities which are or are in the future deposited in such account. The Clearing Agent in its capacity as account holder of such account represents and warrants that such securities are not subject to any prior or equal claims, rights, liens, charges, encumbrances and security interests of any kind and nature whatsoever of third parties which could prevent or be an obstacle to the disposition of the securities on such account, except for those arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Clearing Agent does not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

If the Swiss ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account is an account of the Clearing Agent, the ~~Basic Clearing Member~~ ISA Direct Clearing Member and the Clearing Agent further undertake to enter into an additional control agreement (in the form provided by Eurex Clearing AG) between the ~~Basic Clearing Member~~ ISA Direct Clearing Member, the Clearing Agent, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future



deposited in such Swiss ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account.

2.4.2 ~~Basic Clearing Member Provisions~~ISA Direct Provisions (use of TCM SIX SIS)

If one or more TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide ~~Basic Clearing Member Margin~~ISA Direct Margin pursuant to the ~~Basic Clearing Member Provisions~~ISA Direct Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the ~~Basic Clearing Member~~ISA Direct Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account(s).

If the TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account is an account of the ~~Basic Clearing Member~~ISA Direct Clearing Member, the ~~Basic Clearing Member~~ISA Direct Clearing Member further undertakes to enter into a SIX SIS TCM agreement (in the form provided by Eurex Clearing AG) between the ~~Basic Clearing Member~~ISA Direct 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 such TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account(s).

If the TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account is an account of the Clearing Agent, the Clearing Agent acknowledges and agrees that the ~~Basic Clearing Member~~ISA Direct Clearing Member pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in such account. The Clearing Agent in its capacity as account holder of such account represents and warrants that such securities are not subject to any prior or equal claims, rights, liens, charges, encumbrances and security interests of any kind or nature whatsoever of third parties which could prevent or be an obstacle to the disposition of the securities on such account, except for those arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Clearing Agent does not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG.

If the TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account is an account of the Clearing Agent, the ~~Basic Clearing Member~~ISA Direct Clearing Member and the Clearing Agent further undertake to enter into a SIX SIS TCM agreement (in the form provided by Eurex Clearing AG) between the ~~Basic Clearing Member~~ISA Direct Clearing Member, the Clearing Agent, SIX SIS AG and Eurex Clearing AG in respect of all securities which are at present or are in the future deposited in such TCM SIX SIS ~~Basic Clearing Member Pledged Securities Account~~ISA Direct Pledged Securities Account(s).

2.4.3 Common provisions for each of the pledges granted pursuant to Clauses 2.4.1 or 2.4.2

Upon the relevant pledge granted pursuant to Clauses 2.4.1 or 2.4.2 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.

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

The pledges of the Securities pursuant to Clause 2.2.1 and/or Clause 2.2.2 (each in connection with Clause 2.2.3), Clause 2.4.1 and/or Clause 2.4.2 (each in connection with Clause 2.4.3) shall secure the claims specified in Chapter I Part ~~65~~ Subpart A Number 7.6.2 of the Clearing Conditions (the "~~BCM Secured Claims~~ ISA Direct Secured Claims").

2.6 References

The Parties further agree that references in the Clearing Conditions to ~~Basic Clearing Member Margin~~ ISA Direct Margin that relate to Eligible Margin Assets in the form of Securities for purposes of the ~~Basic Clearing Member Provisions~~ ISA Direct 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 (where relevant, in connection with Schedule 1 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM agreement) that refer to ~~Basic Clearing Member Margin~~ ISA Direct Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part ~~65~~ Subpart A Number 7 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 ~~Basic Clearing Member~~ ISA Direct 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 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM 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 Representations

3.1 Representations of the ~~Basic Clearing Member~~ ISA Direct Clearing Member

The ~~Basic Clearing Member~~ ISA Direct Clearing Member represents and warrants by way of an independent guarantee and irrespective of fault (*selbständiges, verschuldensunabhängiges Garantieversprechen*) 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 central securities depository or as a matter of law. The ~~Basic Clearing Member~~ ISA Direct Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG;

- (ii) at the time it enters into this Agreement:
- (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
 - (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
 - (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;
 - (h) no event has occurred or circumstance arisen with respect to it which constitutes or, had the Parties already entered into the ~~Basic Clearing Member Clearing Agreement~~ ISA Direct Clearing 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, an ~~Basic Clearing Member Termination Event~~ ISA Direct Clearing Member Termination Event or ~~Basic Clearing Member~~

~~Insolvency Termination Event~~ ISA Direct Clearing Member Insolvency Termination Event; and

- (i) it is not aware of any event or circumstance which constitute, or 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 its Clearing Agent.

3.2 **[Representations of the Third Party Pledge Holder(s)]⁶**

The Third Party Pledge 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 constitutes or had the relevant Parties already entered into the ~~Basic Clearing Member Clearing~~

⁶ To be maintained in case a Third Party Pledge Holder (Clearing Agent and/or Third Party Account Holder is a Party to the Agreement).

Agreement] ISA Direct Clearing 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 it.

4 Amendments

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 Account Holder is not a party to a Clearing Agreement with Eurex Clearing AG, Eurex Clearing AG will also notify the Third Party 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 Account Holder confirms to be familiar, and undertakes to familiarise itself, with the Referenced Conditions (as amended from time to time). If the Third Party Account Holder objects to an amendment to this Agreement made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions (applied *mutatis mutandis*) or to an amendment to Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.]⁷

In addition, the Agreement may be amended at any time by written agreement between the Parties.

5 Governing Law; Jurisdiction, Place of Performance; Severability Clause

5.1 Governing Law

5.1.1 This Agreement (except for Clauses 2.3, 2.4, 5.2.2, 5.2.3, Schedule 1 and Schedule 2 hereto) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 5.2.2 and Schedules 1 and 2 hereto are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2.4 and 5.2.3 are governed by the substantive laws, excluding Swiss private international law, of Switzerland.

5.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 5.2.2, 5.2.3, Schedule 1 and Schedule 2 hereto) 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, 5.2.2, Schedule 1 and/or Schedule 2 hereto 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/or 5.2.3 shall be governed by the substantive laws, excluding Swiss private international law, of Switzerland.

⁷ To be included if a Third-Party Account Holder is a party to the Agreement.



5.2 Jurisdiction

- 5.2.1 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, Schedule 1 and/or Schedule 2 hereto).
- 5.2.2 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 Clause 2.3 and Schedule 1 and/or Schedule 2 hereto.
- 5.2.3 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 Clause 2.4 of this Agreement.

5.3 Place of Performance

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

5.4 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

[insert legal name] (as Basic Clearing Member/SA Direct
Clearing Member)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

Eurex Clearing AG

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

EUREX



_____	_____	_____
[[insert legal name] (as Clearing Agent)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	
_____	_____	_____
[[insert legal name] (as Third-Party Account Holder)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	



**Schedule 1 –
Pledges relating to ~~Basic Clearing Member Margin~~ ISA Direct Margin
in Luxembourg Securities Accounts held by the
~~Basic Clearing Member~~ ISA Direct Clearing Member (Bilateral Version)**

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

BETWEEN:

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

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

The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

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

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



CmaX Basic Clearing Member Pledged Securities Account **SA Direct Pledged Securities Account(s)** means each securities account established in accordance with Clause 2.1.2 of the Agreement as a ~~CmaX Basic Clearing Member Pledged Securities Account~~ SA Direct Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

“Collateral Account” means each of the Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ SA Direct Pledged Securities Account(s), the ~~CmaX Basic Clearing Member Pledged Securities Account~~ SA Direct Pledged Securities Account(s) and the GC Pooling Re-use ~~Basic Clearing Member Pledged Securities Account~~ SA Direct Pledged Securities Account(s).

“Collateral Management Service Agreements” means, in particular as regards the collateral provided under Clause 3 and Clause 4 of this Schedule 1, (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 to be entered into by CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise (the **“Collateral Management Service Agreement for Collateral Giver”**), 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) to be entered into by 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.

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

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

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

GC Pooling Re-Use Basic Clearing Member Pledged Securities Account **SA Direct Pledged Securities Account(s)** means each securities account established in accordance with Clause 2.1.2 of the Agreement as a GC Pooling Re-Use ~~Basic Clearing Member Pledged Securities Account~~ SA Direct Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

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

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



“Luxembourg ~~Basic Clearing Member~~ ISA Direct Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

“Pledge” means the first ranking pledge granted by the Pledgor to the Pledgee in the Relevant Pledged Assets and created pursuant to Clauses 2.1, 3.1 or 4.1 below.

“Relevant Pledged Assets” means all Securities (as well as any Distributions thereunder to the extent that these shall also be the subject matter of the Pledge in accordance with this Schedule 1) which are at present or are in the future credited to the relevant Collateral Account for the purpose of securing the Relevant Secured Liabilities.

“Relevant Secured Liabilities” means all ~~BCM Secured Claims~~ ISA Direct Secured Claims.

“Securities” means all book-entry securities which are deposited to the credit of a Collateral Account as ~~Basic Clearing Member Margin~~ ISA Direct Margin.

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

1.2 Construction

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

- (a) the **“Pledgor”**, the **“Pledgee”** or any **“Party”** shall be construed so as to include its successors in title, permitted assignees and permitted transferees; and
- (b) **“assets”** includes present and future properties, revenues and rights of every description.

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

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

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

2 **Special Provisions with respect to Relevant Pledged Assets in Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts**

If one or more Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts have been established, the following special provisions apply:

2.1 **Creation of the Pledge**

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security ("gage") over such Relevant Pledged Assets.

The Parties hereby agree that each Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 2.2 (*Perfection of the Pledge*).

2.2 **Perfection of the Pledge**

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account, shall be designated in CBL's books as collectively pledged in favour of the Pledgee.

For this purpose, upon the execution of the Agreement, the Pledgor and the Pledgee shall execute the notice of Pledge set out in Attachment 1 hereto, the original executed version of which shall then as soon as reasonably possible be sent by the Pledgor to CBL. The Pledgor shall ensure that CBL returns a duly acknowledged version of the notice of Pledge to the Pledgee.

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee, as further set out in the notice to be served in accordance with Attachment 1 hereto.

2.3 **Representations, Warranties and Covenants**

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Accounts;
- (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;



- (d) upon completion of the actions referred to in Clause 2.2 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest of each Luxembourg Pledged Securities Account in favour of the Pledgee not subject to any prior or pari passu encumbrance and 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 Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account (otherwise than pursuant to the 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 of such company or of any or all of their 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 the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities 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 the rights of the Pledgee under this Schedule, including against claims made by third parties.

The Pledgor covenants to the Pledgee that until the 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 Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 2.3 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any Luxembourg ~~Basic Clearing Member Pledged Securities Account~~ ISA Direct Pledged Securities Account.

2.4 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder and the security created in favour of CBL in accordance with the CBL Governing Documents, to be waived by CBL in accordance with Attachment 1 hereto).