

Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions,

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

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

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

2.3.2 Elementary Clearing Model Provisions – Omnibus Transactions

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

(i) if the Luxembourg Omnibus Pledged Securities Account is an account of the Clearing Member, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg Omnibus Pledged Securities Account(s) ~~(including any distributions under such securities to the extent permitted by, and provided in, Schedule 1)~~; and

(ii) if the Luxembourg Omnibus Pledged Securities Account is an account of the Third-Party CM Account Holder, the Clearing Member hereby pledges to Eurex

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

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

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

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

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

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

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

2.3.3 Elementary Clearing Model Provisions – CASS Transactions

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

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

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

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

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

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

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

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

2.3.4 ISA Provisions – ISA Transactions

(1) If one or more Luxembourg ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions,

(i) [if the Luxembourg ISA Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities

which are at present or are in the future deposited in any such Luxembourg ISA Pledged Securities Account(s) ~~(including any distributions under such securities to the extent permitted by, and provided in, Schedule 1)~~; and

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

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

(2) If one or more Luxembourg CmaX ISA Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 of the Clearing Conditions by use of CmaX,

(i) if the Luxembourg CmaX ISA Pledged Securities Account is an account of the Clearing Member, the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg CmaX ISA Pledged Securities Account(s) ~~(including any distributions under such securities to the extent permitted by, and provided in, Schedule 1)~~; and

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

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

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

2.3.5 ISA Provisions – ISA CASS Transactions

- (1) If one or more Luxembourg ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA CASS Transactions in accordance with Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions,

(i) [if the Luxembourg ISA CASS Pledged Securities Account is an account of the Clearing Member], the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg ISA CASS Pledged Securities Account(s) ~~(including any distributions under such securities to the extent permitted by, and provided in, Schedule 1)~~; and

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

The Clearing Member [and the Third-Party CM Account Holder, to the extent relevant in the case of Luxembourg ISA CASS Pledged Securities Account(s) in the name of a Third-Party CM Account Holder,] hereby undertakes to issue all relevant

notices to, and obtain all relevant acknowledgements from, CBL for the perfection of such pledge, as further set out in Schedule 1 [and Schedule 2] hereto, as applicable].

- (2) If one or more Luxembourg CmaX ISA CASS Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Margin for ISA CASS Transactions in accordance Chapter I Part 1 Number 3 and Part 4 Number 6 and Number 14 of the Clearing Conditions by use of CmaX,

(i) [if the Luxembourg CmaX ISA CASS Pledged Securities Account is an account of the Clearing Member,] the Clearing Member hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in the Luxembourg CmaX ISA CASS Pledged Securities Account(s) ~~(including any distributions under such securities to the extent permitted by, and provided in, Schedule 1)~~; and

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

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

2.4 Pledges of Securities in Swiss Accounts

2.4.1 Elementary Clearing Model Provisions – Own Transactions and Omnibus Transactions

If one or more Swiss Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Proprietary Margin in accordance with Chapter I Part 1 Number 3 and Part 2 Subpart A Number 4 of the Clearing Conditions, the Clearing

Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such Swiss Pledged Securities Account.

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

2.4.2 Elementary Clearing Model Provisions – Omnibus Transactions

If one or more Swiss Omnibus Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Omnibus Margin 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 Swiss Omnibus Pledged Securities Account(s).

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

2.4.3 Elementary Clearing Model Provisions – CASS Transactions

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

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

2.4.4 ISA Provisions – ISA Transactions

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

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

2.4.5 ISA Provisions – ISA CASS Transactions

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

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

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

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

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

2.4.7 Contributions to the Default Fund/Swiss Clearing Agent 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 Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) of the Clearing Conditions (including any Secured CASS Omnibus Claims).
- 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 (as defined in Chapter I Part 2 Subpart A Number 4.3.3 Paragraph (1) (ii) of the Clearing Conditions) (other than any Secured CASS Omnibus Claims).
- 2.5.3 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 ISA Direct Clearing Members of the Clearing Member acting as Clearing Agent.

2.5.8 The pledges of the Securities pursuant to Clause 2.3 shall secure the claims of Eurex Clearing AG identified in Schedule 1 and Schedule 2, respectively.

2.6 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 and without prejudice to any undertakings set out in this Agreement relating to the perfection of pledges Clause 2.3-6, 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 and/or Schedule

2] hereto and, in the case of any Swiss pledge, the related control agreement) with any relevant competent authority or any relevant competent register, and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

3 Limitation on Realisation of the Pledged Securities

3.1 Pledged Securities deposited in German Securities Accounts

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

3.2 Pledged Securities deposited in Luxembourg Securities Accounts

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

3.3 Pledged Securities deposited in Swiss Securities Accounts

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

4 Representations

4.1 Representations of the Clearing Member³

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 (i) 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,
 - (a) it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG (and, in respect of pledges created pursuant to Clause 2.3, to the extent that the securities to be credited to a Luxembourg Securities Account are not owned by the Clearing Member at the time of their credit to such Luxembourg Securities Account, the Clearing Member represents and warrants that it will have obtained the securities' owner or deemed owner's consent to the granting of the pledge before the pledge is created and the concerned securities transferred to the relevant Luxembourg Securities Account) and
 - (b) such securities are not subject to any prior or equal claims of third parties, except for any rights and claims arising pursuant to the standard business terms of any central securities depository (CSD) or as a matter of law. The Clearing

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

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; and
 - (h) no event has occurred or circumstance arisen with respect to it which, had the Parties already entered into this Agreement, might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute a Termination Event or Insolvency Termination Event with respect to the Clearing Member.

4.2 Representations of the Third-Party CM Account Holder

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

- (i) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (ii) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;
- (iii) it has all governmental and other consents that are required to have been obtained by it with respect to its entry into and performance of this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- (iv) no order has been made or applied for or resolution passed for the suspension of payments or dissolution, termination of existence, liquidation, winding-up, bankruptcy, insolvency, judicial management or curatorship, in each case, with respect to it;
- (v) no moratorium in respect of all or any debts or a composition or an arrangement with creditors or any similar proceeding or arrangement by which its assets are submitted to the control of its creditors is ordered, declared or applied for, in each case, with respect to it;
- (vi) no liquidator, trustee, administrator, receiver or similar officer has been appointed in respect of it or in respect of all or a substantial part of its assets;
- (vii) it is able to pay its debts as and when they fall due, will not become unable to pay its debts as a consequence of entering into this Agreement; and
- (viii) no event has occurred or circumstance arisen with respect to it which, if the Third-Party CM Account Holder is also a party to a Clearing Agreement with Eurex Clearing AG, constitutes or, if the Third-Party CM Account Holder were a party to a Clearing Agreement with Eurex Clearing AG, would constitute (in each case, whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement), a Termination Event or Insolvency Termination Event with respect to it.]

5 Amendments; Execution of this Agreement

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

[If the Third-Party CM Account Holder is not a party to a Clearing Agreement with Eurex Clearing AG, Eurex Clearing AG will also notify the Third-Party CM Account Holder of any amendments to this Agreement that shall be made pursuant to Chapter I Part 1 Number

17.2 of the Clearing Conditions, applied mutatis mutandis, as well as of any amendments that shall be made to Chapter I Part 1 Number 17.2 of the Clearing Conditions. For this purpose, the Third-Party CM Account Holder appoints the Clearing Member as its receiving agent (*Empfangsvertreter*). The Third-Party CM Account Holder confirms to be familiar, and undertakes to familiarise itself, with the Referenced Conditions (as may be amended from time to time). If the Third-Party CM Account Holder objects to an amendment to this Agreement made pursuant to Chapter I Part 1 Number 17.2 of the Clearing Conditions (applied mutatis mutandis) or to an amendment to Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.]

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

- 5.2 If the Parties execute this Agreement and have already signed any previous version of this Agreement (each an “**Original Agreement**”)*[Pls. ensure formatting in bold font.]*, 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 Release of Pledges

- 6.1 Eurex Clearing AG will only release the pledges granted pursuant to Clauses 2.2 to 2.4 upon (i) a termination in respect of the Clearing Member pursuant to Chapter I Part 1 Number 13 of the Clearing Conditions or the completion of the default management process in respect of such Clearing Member, as the case may be, and (ii) the full and final discharge of all claims secured by such pledges.
- 6.2 Eurex Clearing AG shall notify the Clearing Member of a release of any of the pledges granted pursuant to Clauses 2.2 to 2.4. If a release of any of such pledges occurs as a matter of law, such notification shall only constitute a confirmation of the release as a matter of record.
- 6.3 Following the release of the pledges granted pursuant to Clauses 2.2 to 2.4, the Securities which are credited to the relevant Securities Account of the Clearing Member

will remain credited to such Securities Account and the Clearing Member shall be free to instruct CBF, CBL or SIX SIS AG, respectively, to book such Securities from such Securities Account to any other securities account.

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

7.1 Governing Law

7.1.1 This Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3, 6 and Schedule 1 and Schedule 2) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 3.2 and Schedule 1 and Schedule 2 are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clauses 2.4 and 3.3 are governed by the substantive laws, excluding Swiss private international law, of Switzerland. Clause 6 shall be governed by the laws of the jurisdiction governing the pledge to which the relevant release relates.

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

7.2 Jurisdiction

The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4, 3.2, 3.3 and Schedule 1 and Schedule 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 Clauses 2.3, 3.2 and Schedule 1 and Schedule 2 of this Agreement. The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.4 and 3.3 of this Agreement.

7.3 ~~Place of Performance~~

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

7.47.3 Severability Clause

If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not

be affected. Such invalid, illegal or *unenforceable provision shall be replaced by means of supplementary interpretation (ergänzende Vertragsauslegung)* by a valid, legal and enforceable provision, which most closely approximates the Parties' commercial intention. This shall also apply mutatis mutandis to any gaps (*Vertragslücken*) in this Agreement.



AUTHORISED SIGNATURES

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

_____	_____	_____
<i>[insert legal name]</i> (as 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)	
_____	_____	_____
<i>[insert legal name]</i> (as Third-Party CM Account Holder)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title) ⁴	

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

Schedule 1

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

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

BETWEEN:

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

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

The Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

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

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

~~“**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 Pledged Securities Account is subject.

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

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

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

“**Enforcement Event**” means

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