

Pledge Agreement

relating to pledges by an ISA Direct Light License Holder in relation to GC Pooling Repo Transactions in accordance with ~~Select Invest using CBL Accounts pursuant to Chapter IV Part 3 Number 3.4 of the Clearing~~ Conditions

between

as ISA Direct Light License Holder~~holder of a Specific Repo Licence~~ and as Pledgor

and

Eurex Clearing AG, Frankfurt/Main
as Pledgee

AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED,

DELETIONS ARE CROSSED OUT.

This ~~Clearstream~~ pledge agreement relating to securities in accounts of a holder of an ISA Direct Light License (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 holder of an ISA Direct Light Specific Repo-Licenses Holder and 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 "**Pledgee**").

The Pledgor and the Pledgee are hereinafter also referred to as the "**Parties**" and each of them as a "**Party**".

WHEREAS:

- (A) The Parties have entered into or will enter into a clearing agreement (as the same may have been or will be amended from time to time, the "**Clearing Agreement**") in the form of Appendix 56 to the Clearing Conditions of Eurex Clearing AG's clearing conditions (the "**Clearing Conditions**") and which entitles the Pledgor, as ISA Direct Light License Holder ~~holder of a Specific Repo License~~, to clear GC Pooling Repo Transactions (as defined in the Clearing Conditions).

- (B) As a condition to the ISA Direct Light License Holder of a Specific Repo Licence entering into GC Pooling Repo Transactions (as defined in the Clearing Conditions) with Eurex Clearing AG, it is obliged to pledge in favour of Eurex Clearing AG all securities which are at present or will in the future be deposited in its securities ~~settlement~~ account(s) with Clearstream Banking AG ("CBF") or Clearstream Banking S.A. ("CBL") in which it receives securities for the settlement of GC Pooling Repo Transactions from Eurex Clearing AG ~~in favour of Eurex Clearing AG~~, as further set out in Chapter IV Part 3 Number 3.4 of the Clearing Conditions.
- (C) This Agreement sets out the terms and conditions of ~~the such pPledges~~ (as defined below) granted by the Pledgor to Eurex Clearing AG.
- (D) In addition to this Agreement, Eurex Clearing AG and the Pledgor are/will be entering into Collateral Management Service Agreements (as defined in Schedule 1) with CBL ~~(both as defined below)~~, in particular regarding the collateral provided under this Agreement.

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

Capitalised terms used, but not defined, herein shall have the meaning ascribed thereto in the Clearing Conditions (as may be amended from time to time). The Clearing Conditions may be viewed on and printed out from the website of Eurex Clearing AG.

2 Granting of Pledges

2.1 Securities Accounts

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

2.1.1 German Securities Accounts

The following securities account(s) or sub-account(s) of the ISA Direct Light License Holder with CBF under German law:

Cascade and/or CBF Int 6-series Account/Sub-Account number(s) of accounts or sub-accounts of the ISA Direct Light License Holder in CmaX:

(each account specified above (if any) connected to the Triparty Collateral Management Service of CBL (such collateral management system, "CmaX") a "German Pledged Securities Account")

2.1.2 Luxembourg Securities Accounts

The following account(s) of the ISA Direct Light License Holder with CBL under Luxembourg law:

Creation Securities Account number(s) in Cmax:

(each account specified above (if any) connected to CmaX, a "**Luxembourg Pledged Securities Account**")

2.2 Pledges of Securities in German Pledged Securities Accounts

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

- (1) If one or more German Pledged Securities Account(s) have been established pursuant to Clause 2.1.1, the ISA Direct Light License Holder hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in any such German Pledged Securities Account(s).
- (2) For the purpose of such pledges, the ISA Direct Light License Holder:
 - (i) assigns its claim for surrender (*Herausgabeanspruch*) of the relevant securities (that are the subject of the relevant pledge) against CBF to Eurex Clearing AG ;
 - (ii) undertakes to instruct (substantially in the form set out in Schedule 2 hereto), without undue delay, CBF to (a) establish a bailment (*Begründung eines Besitzmittlungsverhältnisses*) with Eurex Clearing AG in respect of the securities that are or will be credited to such account or sub-account, (b) change its bailment intention (*Besitzmittlungswillen*) accordingly and (c) appropriately record such change of its bailment intention; and
 - (iii) undertakes to promptly notify CBF of the conclusion of this Agreement and the pledges granted hereunder (substantially in the form set out in Schedule 2 hereto), such notice to include, with respect to any accounts connected to CmaX, information to CBF that Eurex Clearing AG (as pledgee) may authorise CBL to take, if any of the pledges over securities credited to any such accounts become enforceable, enforcement action on behalf of Eurex Clearing AG.
- (3) Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part (without being required to obtain an executory title). 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 Pledged Securities Accounts

- (1) If one or more Luxembourg Pledged Securities Accounts have been established pursuant to Clause 2.1.2, the ISA Direct Light License Holder hereby pledges to Eurex Clearing AG pursuant to, and in accordance with, Schedule 1 of this Agreement all securities which are at present or are in the future deposited in any such Luxembourg Pledged Securities Account(s); and

(2) The ISA Direct Light License 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.

2.4 Security Purpose (*Sicherungszweck*) of the Pledges

2.4.1 The pledges of the securities pursuant to Clause 2.2 shall secure all present and future claims of Eurex Clearing AG arising from all GC Pooling Repo Transactions of the ISA Direct Light License Holder and all other present and future claims of Eurex Clearing AG against the ISA Direct Light License Holder arising under the Clearing Agreement between Eurex Clearing AG and the ISA Direct Light License Holder (including, without limitation, any compensation claims pursuant to Chapter IV Part 3 Number 3.5.4 of the Clearing Conditions against the ISA Direct Light License Holder).

2.4.2 The pledges of the securities pursuant to Clause 2.3 shall secure the claims of Eurex Clearing AG identified in Schedule 1.

2.5 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest and without prejudice to any undertakings set out in this Agreement relating to the perfection of pledges, the ISA Direct Light License Holder will arrange for the due filing and registration of any security interest granted pursuant to or in accordance with Clauses 2.2 and 2.3 (where relevant, in connection with Schedule 1 hereto) 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

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

- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 and 2.3 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 Pledged Securities Account are not owned by the ISA Direct Light License Holder at the time of their credit to such Luxembourg Pledged Securities Account, the ISA Direct Light License Holder represents and warrants that it will have obtained the securities' owner's 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 Pledged 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 ISA Direct Light License Holder 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; and
- (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.

4 Amendments

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 and the ISA Direct Light License Holder.

5 Release of Pledges

5.1 Eurex Clearing AG will only release the pledges granted pursuant to Clauses 2.2 and 2.3 upon the full and final discharge of all claims secured by such pledges.

5.2 Eurex Clearing AG shall notify the ISA Direct Light License Holder of a release of any of the pledges granted pursuant to Clauses 2.2 and 2.3. 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.

5.3 The release of pledges over individual securities will, from time to time, occur in connection with the delivery instructions provided within, and as selected by CmaX.

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

6.1 Governing Law

6.1.1 This Agreement (except for Clauses 2.3, 2.4.2, 6 and Schedule 1) is governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Clauses 2.3, 2.4.2 and Schedule 1 are governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg. Clause 6 shall be governed by the laws of the jurisdiction governing the pledge to which the relevant release relates.

6.1.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4.2 and Schedule 1) shall also be governed by the substantive laws (*Sachrecht*), excluding German private international law, of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with Clauses 2.3, 2.4.2 and Schedule 1 shall be governed by the substantive laws, excluding Luxembourg private international law, of Luxembourg.

6.2 Jurisdiction

The courts in Frankfurt am Main, Federal Republic of Germany shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with this Agreement (except for Clauses 2.3, 2.4.2 and Schedule 1).

The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clauses 2.3, 2.4.2 and Schedule 1 of this Agreement.

6.3 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 securities on securities accounts of the ISA Direct
Light License Holder**

[insert legal name] (as ISA Direct Light License Holder)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

Eurex Clearing AG

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)

Schedule 1

Pledge relating to Securities in (CmaX) Luxembourg Pledged Securities Accounts held by the ISA Direct Light License Holder

This Schedule 1 (the "**Schedule 1**") is entered into

BETWEEN:

- (1) the ISA Direct Light License Holder (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 Interpretations

1.1 Definitions

Unless the context requires otherwise, capitalised terms used, but not defined, in this Schedule 1 in this Agreement 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~~Clearing Conditions~~ and:

"Agreement" refers to the agreement to which this Schedule 1 is attached.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg and Germany.

"**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 GC Pooling Securities Account is subject.

"**Collateral Management Service Agreements**" means, in particular as regards the collateral provided under this ~~Agreement~~Schedule 1, (i) the Global Ceollateral Mmanagement Sservice Agreement for multiple settlement locations (collateral giver-receiver version)s, 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 to be entered into by CBL and the Pledgor, (as collateral receiver with

respect to transfers of title from the Pledgee in the relevant securities that are credited to the GC Pooling Securities Account(s) from time to time) 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 Receivers**”), and (ii) the Global Collateral Management Service Agreement for multiple settlement locations (collateral receiversgiver version) including any relevant appendix thereto, in particular Appendices* A and C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement, to be entered into by CBL and the Pledgee, (as collateral receivergiver with respect to transfers of title in the relevant securities to the Pledgor that are credited to the GC Pooling Securities Account(s) from time to time), 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 Givers**”); each being a “**Collateral Management Service Agreement**”. “**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. For the avoidance of doubt, the Securities (as defined below) are subject to collateral management by CBL pursuant to the Collateral Management Service Agreements relating to the settlement of the GC Pooling Repo Transactions between Eurex Clearing AG (as collateral giver for the purposes of such settlement) and the Pledgor (as collateral receiver for such settlement) and, accordingly, no separate collateral management is applied with respect to the pledges granted hereunder.

"Distributions" means ~~all assets~~any cash received or receivable from time to time by the Pledgor in respect of the Securities, whether by way of principal, premium, interest, dividend, return on capital or otherwise, ~~and credited to the GC Pooling Securities Account.~~

"Enforcement Event" means the non-delivery or non-payment of the 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) the non-delivery or non-payment of the Secured Liabilities on the due date of the relevant delivery or payment obligation by the Pledgor.

"GC Pooling Securities Account(s)" means each securities ~~settlement~~ account established in accordance with Clause 2.1.2 of the Agreement as a Luxembourg Pledged Securities Account, opened in the name of the Pledgor with CBL in accordance with Chapter IV Part 3 Number 3.1 Paragraph (5) (g) of the Clearing Conditions and bearing number:

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"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.

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

"Notice of Pledge" means the notice of creation of Pledge referred to in Clause 2.2 (*Perfection of Pledge*) below, which also contains, amongst others, instructions in relation to the management of the collateral standing to the credit of the GC Pooling Securities Account(s) and instructions in relation to the release of the Pledge, to be served to, and acknowledged by, CBL in accordance with that Clause.

"**Pledge**" means the first ranking pledge granted by the Pledgor to the Pledgee in the Pledged Assets and created pursuant to Clause 2.1 below.

"**Pledged Assets**" means all present and future Securities which are from time to time credited to the GC Pooling Securities Account(s), ~~as well as any Distributions under such Securities.~~

"**Secured Liabilities**" means all present and future debts, obligations and liabilities due owing or incurred by the Pledgor to the Pledgee under the GC Pooling Repo Transactions concluded from time to time between them and all other claims of the Pledgee against the Pledgor arising under the Clearing Agreement.

"**Securities**" means all book-entry securities which are at present or will in the future be deposited in a GC Pooling Securities Account in the context of the clearing of GC Pooling Repo Transactions concluded between the Pledgor and the Pledgee, in accordance with Chapter IV Part 3 of the Clearing Conditions.

1.2 Construction

Unless a contrary indication appears, any reference in this ~~Agreement 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; and
- ~~(c) "**GC Pooling Securities Account**" shall refer to any and all GC Pooling Securities Accounts opened in the name of the Pledgor with CBL in accordance with Chapter IV Part 3 Number 3.1 Paragraph (5) (g) of the Clearing Conditions. All GC Pooling Securities Accounts shall be listed in the dedicated box under the definition of "GC Pooling Securities Account", and a reference in this Agreement to "**GC Pooling Securities Account**" shall be understood as a reference to all "**GC Pooling Securities Accounts**" of the Pledgor, where appropriate.~~

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 ~~Agreement 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 Pledge

2.1 Creation of the Pledge

As continuing first ranking security for the full payment, discharge and performance of the Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Pledged Assets and hereby grants to the Pledgee a first ranking security ("*gage de premier rang*") over such Pledged Assets.

2.2 Perfection of the Pledge

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

~~For this purpose, upon the execution of this Agreement, the Pledgor and the Pledgee shall execute the notice of pledge attached as set out in Schedule Attachment 1 hereto (the "Notice of Pledge") and send it, 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 nNotice of pPledge to the Pledgee.~~

~~Except as provided and permitted otherwise in this Schedule 1 in Clause 4 below, and in compliance with Article 5 (2) a) (ii) of the Law on financial collateral arrangements, the parties hereby agree that CBL, as depository of the assets standing to the credit of the GC Pooling Securities Accounts, shall act solely in compliance with the instructions of the Pledgee contained in the notice to be served in accordance with Attachment 1 hereto.~~

3 Delivery of additional Securities and return of Pledged Assets - Substitution

3.1 Delivery of additional Securities and return of Pledged Assets

~~The Pledgee has the right of substitution, subject to, and in accordance with, the terms of the GC Pooling Repo Transactions to which the Pledged Assets relate. The Parties agree that the Pledgee may appoint Clearstream Banking AG to instruct substitutions on its behalf.~~

~~The delivery of additional Securities by the Pledgee to the Pledgor to form part of the Pledged Assets, and the release of Pledged Assets from the Pledge by the Pledgee and their return to the Pledgee, shall be operated by CBL pursuant to the Notice of Pledge and the Collateral Management Service Agreements, and shall be based on instructions given by the Pledgee to CBL, with matching instructions given by the Pledgee to CBL on behalf of the Pledgor, on the basis of a power of attorney granted by the Pledgor to the Pledgee for the purpose of issuing instructions on the Pledgor's behalf in order to satisfy the requirements arising from the clearing of GC Pooling Repo Transactions.~~

3.2 Substitution

~~The Pledgee has the right of substitution, subject to, and in accordance with, the terms of the GC Pooling Repo Transactions to which the Pledged Assets relate. Substitution of Pledged Assets will be operated by CBL in accordance with the using the procedure set out in article 13 of the Collateral Management Service Agreements.~~

4 Restrictions and further assurances

4.1 Security

The Pledgor shall not create or permit to subsist any security over the Pledged Assets other than the security interest created under this Agreement ~~other than in favour of CBL in accordance with the Collateral Management Services Agreements and the CBL Governing Documents, to be waived by CBL after execution of this Agreement.~~

The Pledgor shall at its own expense promptly and duly execute and make all such assurances and do acts and things as the Pledgee may reasonably require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Schedule 1 in relation to any GC Pooling Securities Account in order to facilitate the enforcement and exercise of any such rights or any part thereof and the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect, the Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may reasonably deem appropriate.

4.2 Disposal

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

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default (in or substantially in the form of the notice attached hereto as ~~Schedule Attachment 2~~).

4.3 Collateral Management Service Agreements

Each of the Pledgor and the Pledgee shall enter into ~~a~~ Collateral Management Service Agreements with CBL regarding the management of the collateral credited to the GC Pooling Securities Accounts (provided that such collateral is subject to collateral management by CBL relating to the settlement of the GC Pooling Repo Transactions between Eurex Clearing AG (as collateral giver for the purposes of such settlement) and the Pledgor (as collateral receiver for such settlement) and, accordingly, no separate collateral management is applied by CBL with respect to the Pledge granted hereunder).

In this regard:

(a) Exercise of Voting and Related Rights

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

(b) Distributions

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

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

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Pledged Assets be credited to the relevant GC Pooling Securities Account to form part of the Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures attached hereto as Attachment 2.

4.4 Undertaking of the Pledgor

(a) The Pledgor shall not be entitled to serve any notification on CBL on the basis of Article 18.1 (iv) and/or Article 24.1 of the Collateral Management Service Agreement for Collateral Receivers, with respect to, or affecting the functioning of, the GC Pooling Securities Account(s), as long as:

(i) all outstanding Secured Liabilities have not been satisfied in full; and

(ii) the release of the Pledge has not been irrevocably granted by the Pledgee to the Pledgor in full.

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

(i) all outstanding Secured Liabilities (as well as all other outstanding secured liabilities of the Pledgor vis-à-vis the Pledgee involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements) have not been satisfied in full; and

(ii) the release of the Pledge in favour of the Pledgee in relation to all the GC Pooling Securities Account(s) and any other pledges involving accounts maintained with, or managed by, CBL under the terms of the Collateral Management Service Agreements, has not been irrevocably granted by the Pledgee to the Pledgor in full.

5 Representations

The Pledgor hereby represents and warrants to the Pledgee-covenants that:

(a) at the time when Securities are credited to the GC Pooling Securities Account(s), it is the owner of the Securities or otherwise entitled or authorised to pledge the Securities in favour of the Pledgee;

(b) the Pledge granted under this Schedule 1 shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest in the GC Pooling Securities Accounts in favour of the Pledgee not subject to any prior or pari passu encumbrance and is not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;

(c) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Pledged Assets (otherwise than pursuant to the Pledge granted under this Schedule 1);

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

~~(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.~~

6 Enforcement

6.1 Realisation of the Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event which is continuing, realise the Pledged Assets or any part thereof (at the Pledgee's choice), in accordance with applicable provisions of Luxembourg law ~~and with the procedures and notifications provided in the Collateral Management Service Agreements~~, with the right for the Pledgee:

- (a) to appropriate any of the Pledged Assets at the fair market value thereof determined by Eurex Clearing AG acting in good faith and whose determinations and valuations shall be binding (save in case of manifest error). For the avoidance of doubt, the valuation can be made before or after the date of appropriation; ~~in the latter in which case~~ the fair value of the Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in Article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market ~~or to appropriate the same at the prevailing market price~~;
- (c) to sell or cause the sale of any Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above (i) by private agreement at normal commercial conditions, (ii) at a stock exchange or (iii) by public auction held by a public officer designated by the Pledgee;
- ~~(d) in respect of any Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;~~
- (e) to apply to court to be authorised to make the appropriation of the Pledged Assets at a price to be determined by expert; and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

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

At any time while an Event of Default or Enforcement Event ~~has occurred~~ is continuing, the Pledgee may (without any obligation) notify CBL that an Event of Default or Enforcement Event occurred ~~occurred, (in or~~ substantially in the form of the notice attached hereto as Schedule Attachment 2) ~~in accordance with the procedures and notifications provided in the Collateral Management Service Agreement, in which case CBL shall solely comply with the instructions of the Pledgee.~~

Any such notices shall be served by the Pledgee to CBL in accordance with Clause 10 (Notices).

6.3 Limitation of realisation

The Pledgee shall realise the Pledged Assets only to the extent necessary to recover the Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this ~~Clause 6.3 paragraph~~, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Pledged Assets exceed the amount of the Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor.

7 Order of Distributions

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

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

8 Liability of the Pledgee

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

9 ~~Saving Other Provisions~~

9.1 Continuing Security

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

9.2 Immediate recourse

The Pledgor waives any right it may have of first requiring the Pledgee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Pledgor under this ~~Agreement~~Schedule 1.

10 Notices

Each communication to be made between the Parties under or in connection with this ~~Agreement Schedule 1~~ shall be made in accordance with the relevant provisions of the Clearing Agreement and the Clearing Conditions.

Each communication to be made under or in connection with this Schedule 1 to CBL shall be made in accordance with the Attachments to this Schedule and the relevant provisions of the Collateral Management Service Agreements governing communications and instructions to CBL.

11 Rights, Waivers and Determinations

11.1 Ambiguity

(a) Where there is any ambiguity or conflict between the rights conferred by non-mandatory law and those conferred by or pursuant to the Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the corresponding terms of the Clearing Agreement, the Clearing Conditions and of the Agreement to which this Schedule is attached (including this Schedule 1) shall prevail.

(b) The provisions of this Schedule 1 are without prejudice to the provisions of the Clearing Agreement, the Clearing Conditions and the Agreement. In case of inconsistency, the provisions in the Clearing Agreement, the Clearing Conditions and the Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule 1 which shall be overriding.

~~(a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to this Agreement, the terms of this Agreement shall prevail.~~

~~(b) The provisions of this Agreement are without prejudice to the provisions of the Clearing Conditions. In case of inconsistency, the provisions in the Clearing Conditions shall prevail.~~

11.2 Exercise of rights

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

~~12~~ Amendments

~~None of the terms or provisions of this Agreement (including this Clause 12) may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.~~

~~13~~ 12 Assignment

Unless otherwise provided for in the Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the Pledgor shall not assign any of its rights or obligations under this ~~Agreement-Schedule 1~~ Agreement-Schedule 1 except with the prior written consent of the Pledgee.

~~14~~ 13 Severability

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

~~15~~ 14 Headings

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

16 — **Counterparts**

~~This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.~~

17 — **Governing Law**

~~This Agreement and any non-contractual obligations in relation to this Agreement are governed by Luxembourg law.~~

18 — **Jurisdiction**

~~The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg) in connection with any disputes arising under this Agreement.~~

SIGNATURE PAGE

This Agreement has been entered into on the date of the last signature on this page and has been signed in as many originals as there are parties hereto.

(as ~~ISA Direct Light License Hholder of a Specific~~ (Place / Date)
~~Repo Licence and Pledgor~~)

Name:

Name:

Function:

Function:

Eurex Clearing Aktiengesellschaft

(as Pledgee) (Place / Date)

Name:

Name:

Function:

Function:

Schedule 1 – Attachment 1
Form of Notice of Pledge

by registered mail

<p>To: _____</p> <p>Clearstream Banking S.A., société anonyme 42, avenue John F. Kennedy L-1855 Luxembourg R.C.S. Luxembourg B 9248 (“CBL”)</p>	<p>From: _____</p> <p>* _____ - <u>Pledgor</u></p> <p>* _____ - <u>Address line 1</u> <u>*Street no.</u></p> <p>* _____ - <u>Address line 2</u></p> <p>* _____ - <u>Postal code</u> <u>*Town/city</u></p> <p>* _____ - <u>Country</u></p> <p>* _____ - <u>First name and surname of the contact person</u></p> <p>* _____ - <u>Phone</u> <u>*Fax</u></p> <p>* _____ - <u>E-mail</u></p> <p>_____</p>
--	---

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

From: _____
Name of Pledgor: _____
Address: _____
_____ (as “**Pledgor**”)

From: _____
Eurex Clearing Aktiengesellschaft
Mergenthalerallee 61,
65760 Eschborn,
Federal Republic of Germany

Registered in the commercial register of the local court (Amtsgericht) in Frankfurt am
Main under HRB 44828

(as "**Pledgee**")

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

_____ (Date)

{Date}

Dear Sir or Madams,

We would like to notify you hereby that the following account(s) identified below Pledgor has pledged in favour of the Pledgee the Pledged Assets standing from time to time to the credit of the account(s) numbered:

<u>Account number(s)</u>	<u>Account name(s)</u>

<u>Account/Sub-Account number(s)</u>

are collateral accounts within the meaning of Article 3.4 of the Collateral Management Service Agreements, in their version amended by the side letters entered, respectively, between the Pledgor and CBL and the Pledgee and CBL.

You are hereby informed that such collateral accounts (each a "**GC Pooling Securities Account**") holding securities from time to time belonging to the Pledgor (as an ISA Direct Light License Holder under the Pledgee's clearing conditions) shall, as and when such securities are credited to such accounts, be considered as pledged by the Pledgor in favour of the Pledgee.

~~and This contractual pledge arrangement has been created pursuant to the terms of opened in the name of the Pledgor in your books (each a "GC Pooling Securities Account"), in accordance with a pledge agreement dated _____ entered into between the Pledgor as pledgor and the Pledgee as pledgee, and in particular its Schedule 1 (the "**Clearstream Pledge Agreement**"). Capitalised terms not defined in this notification shall have the meaning as defined in the Clearstream Pledge Agreement.~~

~~In this regard, w~~We would be grateful if CBL could designate in CBL's books that the ~~Pledged Assets~~securities standing from time to time to the credit of the GC Pooling Securities Account(s) (~~the "Pledged Assets"~~) are pledged in favour of the Pledgee, as and when the Pledged Assets are credited to such account(s).

The Pledgee and the Pledgor have agreed in the Clearstream Pledge Agreement that CBL, as depository of the assets pledged under the Clearstream Pledge Agreement, shall, except as provided otherwise in this notice and as long as it is not notified of the occurrence of an Event of Default or Enforcement Event, act solely in accordance with the instructions of the Pledgee. This account control mechanism is instituted pursuant to article 5 (2) a) (ii) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended, and the terms of the Clearstream Pledge Agreement.

~~In addition to the Clearstream Pledge Agreement, the Pledgee and the Pledgor are/will be entering into collateral management service agreements with CBL in particular regarding the management of the collateral provided under the Clearstream Pledge Agreement (the "**Collateral Management Services Agreements**")~~ manage the Pledged Assets (including distributions and voting and related rights) in accordance with CBL's collateral management services in respect of Transaction related services, as selected by the Pledgor as collateral receiver and the Pledgee as collateral giver, in their respective matching Appendixes A to their collateral management service agreements with CBL (as amended from time to time, including by way of side letters) for the purposes of generating the GC Pooling Securities Account(s) identified above.

~~For the management of the pledged assets under the Clearstream Pledge Agreement, the Collateral Management Services Agreements shall apply, unless~~ If CBL is notified by the Pledgee of the occurrence of an Event of Default or Enforcement Event under the Clearstream Pledge Agreement, ~~in which case~~ CBL shall solely comply with the Pledgee's instructions (or the instructions of any agent acting in the name and for the account of the Pledgee) until notification to the contrary by the Pledgee to CBL.

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 6 of the Clearstream Pledge Agreement. ~~In accordance with the above account control mechanism, a~~Any communication, notification and instruction in respect of an enforcement shall be solely given by the Pledgee (or any agent acting in the name and for the account of the Pledgee) to CBL.

As long as CBL is not notified by the Pledgee of the release of the Pledge and termination of the Clearstream Pledge Agreement, CBL is hereby informed that the Pledgor, as collateral receiver, is not entitled to serve a notice of event of default in respect of the Pledgee, as collateral giver, under the terms of article 18 of the collateral management service agreement (as amended from time to time, including by way of side letter) concluded between CBL and the Pledgor, and that any such notice shall be disregarded by CBL.

In case of inconsistency between the terms of this notification and the terms of the Collateral Management Service Agreements, the term of this notification shall prevail.

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

~~Please return three originals of this notification to the Pledgee, duly signed by authorised representatives of CBL, to confirm CBL's agreement on the terms of this notification, including CBL's waiver of its contractual and statutory lien and set off rights (as set out in Articles 43 and 44 Section I of the General Terms and Conditions of CBL) under or in connection with the Pledged Assets as long as the Clearstream Pledge Agreement remains in force.~~

Kind regards,

Acting for the Pledgor

Name

Name

Capacity

Capacity

Accepted and agreed on

Eurex Clearing AG

Acting for Eurex Clearing AG (as the Pledgee)

Name

Name

Capacity

Capacity

Accepted and agreed on

Clearstream Banking S.A.

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

=====

~~Name and capacity:~~

~~Acting for the Pledgor~~

=====

~~Name and capacity:~~

~~Acting for the Pledgor~~

=====

~~Name and capacity:~~

~~Acting for the Pledgee~~

=====

~~Name and capacity:~~

~~Acting for the Pledgee~~

Accepted and agreed

Accepted and agreed

=====

=====

Name and capacity:

Name and capacity:

Acting for CBL

Acting for CBL

Schedule 1 – Attachment 2
Form of Notice to be given to Clearstream Banking S.A. in Case
of an Event of Default/Enforcement Event~~Notice To Be Given To Clearstream Banking S.A. In~~
~~Case Of An [Event of Default/Enforcement Event]~~

(~~Letterhead of Pledgee~~)

To: _____ From: _____

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

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

cc: _____

(Name)

(Address)
(the "**Pledgor**")

_____ (Date)

To: _____ Clearstream Banking S.A.
_____ To the attention of [●]
_____ 42, avenue J.F. Kennedy
_____ L-1855 Luxembourg
_____ Grand Duchy of Luxembourg

cc: _____ [Pledgor] _____
_____ [●]

[● Date ●]

Dear Sir or Madams,

Notice of an [Event of Default/Enforcement Event]

We refer to the bank account bearing number(s) [●] _____ (the "**GC Pooling Securities Account(s)**") opened in the name of [Pledgor] (the "**Pledgor**") with your institution.

We hereby give you notice pursuant to Clause 6.2 of Schedule 1 attached to the ~~Clearstream~~ pledge agreement dated [●] between the Pledgor and our institution as Pledgee (the "**Clearstream Pledge Agreement**"), ~~that~~ an [Event of Default/Enforcement Event] (as defined in the Clearstream Pledge Agreement) has occurred.

[Instructions to CBL in relation to the realisation of the Pledged Assets and to the payment of any cash proceeds to be added as decided by the Pledgee (as appropriate)].

Yours sincerely,

[Pledgee]

By: _____

Name: _____

Title: _____

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

To :

From:

Clearstream Banking AG
60485 Frankfurt am Main
(“CBF”)

* ISA Direct Light License Holder

* Address line 1 *Street no.

* Address line 2

* Postal code *Town/city

* Country

* First name and surname of the contact person

* Phone *Fax

* E-mail

