

Appendix 11 to the Clearing Conditions for Eurex Clearing AG:

Pledge Agreement

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

As of 20.09.2021

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

BETWEEN:

(1) _____
legal name
 acting through / having its (registered) office at

_____ as Basic Clearing Member (the “**Basic Clearing Member**”); [and]¹

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

(3) [_____
(legal name)
 acting through / having its (registered) office at

_____ as Clearing Agent of the Basic Clearing Member (the “**Clearing Agent**”).]²

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

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

[REDACTED]
legal name

acting through / having its (registered) office at

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

WHEREAS:

- (A) The Basic Clearing Member, Eurex Clearing AG and the Clearing Agent have entered or will enter into a Clearing Agreement in the form as appended to the Clearing Conditions as Appendix 10 (as the same may have been or will be amended from time to time, the “**Basic Clearing Member Clearing Agreement**”). [In the Basic Clearing Member Agreement, the Basic Clearing Member has appointed _____ as the Clearing Agent of the Basic Clearing Member (the “**Clearing Agent**”).]
- (B) The Basic Clearing Member intends to grant pledges for the benefit of Eurex Clearing AG for purposes of providing Basic Clearing Member Margin in accordance with the Basic Clearing Member Provisions. The Basic Clearing Member will arrange for the due filing and registration of any security interest granted under this Agreement with any relevant competent authority or register, if such registration is required for the creation or enforceability of a security interest or if Eurex Clearing AG considers a registration of such security interest expedient.
- (C) Under relevant applicable laws and subject to the limitations contained in the Clearing Conditions and in this Agreement (in particular as set out in Clause 2.1 below), pledges over Basic Clearing Member Margin may, under certain conditions, also be granted by the Basic Clearing Member if the pledged Basic Clearing Member Margin is maintained in a special account belonging to a third party that is specially appointed by the Basic Clearing Member and Eurex Clearing AG, such as the Clearing Agent or any other eligible third party account holder (the “**Third Party Pledge Holder**”).

NOW THEREFORE, the Parties agree as follows:

1 Clearing Conditions

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

2 Granting of Pledges**2.1 Securities Accounts**

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

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

2.1.1 German Securities Accounts

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

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

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

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

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

XEMAC Claim-ID:

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

2.1.2 Luxembourg Securities Accounts

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

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

Creation Securities Account number:

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

Creation Securities Account number:

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

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

Creation Securities Account number(s):

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

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

(each account specified (if any) under (iii) or (iv), a “**CmaX Basic Clearing Member Pledged Securities Account**” for the purposes of granting Basic Clearing Member Margin by use of the triparty collateral management service ‘CmaX’ of CBL (“**CmaX**”))

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

Creation Securities Account number(s):

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

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

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

2.1.3 Swiss Securities Accounts

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

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

Securities Account number(s):

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

Securities Account number(s):

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

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

Securities Account number(s):

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

Securities Account number(s):

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

2.2 Pledges of Securities in German Securities Accounts

2.2.1 Basic Clearing Member Provisions (without use of Xemac)

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

2.2.2 Basic Clearing Member Provisions (Use of Xemac)

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

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

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

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

Upon the relevant pledge becoming enforceable (*Pfandreife*), Eurex Clearing AG may sell the pledged securities without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.3 Pledges of Securities in Luxembourg Securities Accounts

2.3.1 Basic Clearing Member Provisions (without use of CmaX)

- (i) If one or more Luxembourg Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.2, in order to provide Basic Clearing Member Margin pursuant to the Basic Clearing Member Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions,
 - (a) if the Luxembourg Basic Clearing Member Pledged Securities Account is an account of the Basic Clearing Member, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 1 hereto all securities which are at present or are in the future deposited in any such Luxembourg Basic Clearing Member Pledged Securities Account(s) (including, any distributions under such securities to the extent permitted by, and provided in, Schedule 1); and
 - (b) if the Luxembourg Basic Clearing Member Pledged Securities Account is an account of the Clearing Agent, the Basic Clearing Member hereby pledges to Eurex Clearing AG pursuant to and in accordance with Schedule 2 hereto all securities which are at present or are in the future deposited in any such Luxembourg Basic Clearing Member Pledged Securities Account(s) (including,

any distributions under such securities to the extent permitted by, and provided in, Schedule 2); the Clearing Agent, as third party pledge holder ("*tiers détenteur de gage*" within the meaning of article 5 (2) (a) (iv) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended (the "**Luxembourg law on financial collateral arrangements**")) hereby (i) acknowledges the pledge created by the Basic Clearing Member in favour of Eurex Clearing AG over the securities of the Basic Clearing Member (and certain distributions under such securities) deposited from time to time to the credit of the Clearing Agent's relevant Luxembourg Basic Clearing Member Pledged Securities Account(s), pursuant to and in accordance with Schedule 2 hereto and (ii) agrees to hold such pledged assets from time to time standing to the credit of the Clearing Agent's relevant Luxembourg Basic Clearing Member Pledged Securities Account(s) for the benefit of the Basic Clearing Member, as owner of the pledged assets and pledgor, and Eurex Clearing AG, as pledgee.

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

2.3.2 Basic Clearing Member Provisions (use of CmaX)

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

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

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

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

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

2.4 Pledges of Securities in Swiss Securities Accounts

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

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

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

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

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

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

If one or more TCM SIX SIS Basic Clearing Member Pledged Securities Accounts have been established pursuant to Clause 2.1.3, in order to provide Basic Clearing Member

Margin pursuant to the Basic Clearing Member Provisions, in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions, the Basic Clearing Member hereby pledges to Eurex Clearing AG all securities which are at present or are in the future deposited in the TCM SIX SIS Basic Clearing Member Pledged Securities Account(s).

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

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

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

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

Upon the relevant pledge granted pursuant to Clauses 2.4.1 or 2.4.2 becoming enforceable, Eurex Clearing AG may sell the pledged securities (that are the subject of the relevant pledge) without prior notice in a private sale or may appropriate such securities in whole or in part. The appropriation right expires upon it being exercised by Eurex Clearing AG or upon the sale of the pledged securities.

2.5 Security Purpose (*Sicherungszweck*) of the Pledges

The pledges of the Securities pursuant to Clause 2.2.1 and/or Clause 2.2.2 (each in connection with Clause 2.2.3), Clause 2.4.1 and/or Clause 2.4.2 (each in connection with Clause 2.4.3) shall secure the claims specified in Chapter I Part 5 Number 7.6.2 of the Clearing Conditions (the "**BCM Secured Claims**").

2.6 References

The Parties further agree that references in the Clearing Conditions to Basic Clearing Member Margin that relate to Eligible Margin Assets in the form of Securities for purposes of the Basic Clearing Member Provisions shall include references to Securities that are subject to those pledges granted pursuant to or in accordance with Clauses 2.2 to 2.4 above (where relevant, in connection with Schedule 1 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM agreement) that refer to Basic Clearing Member Margin to be granted in accordance with Chapter I Part 1 Number 3 and Part 5 Number 7 of the Clearing Conditions.

2.7 Registration

To the extent required by applicable law for the valid creation and/or enforceability of a security interest, the Basic Clearing Member will arrange for the due filing and registration of any security interest granted pursuant to or in accordance with Clauses 2.2 to 2.4 (where relevant, in connection with Schedule 1 and/or Schedule 2 hereto and, in the case of any Swiss pledge, the related control agreement or SIX SIS TCM agreement) with any relevant competent authority or any relevant competent register and will evidence the due filing and registration of such security interest to Eurex Clearing AG.

3 Representations

3.1 Representations of the Basic Clearing Member

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

- (i) at the time when the relevant securities are credited to the relevant securities account or sub-account to which any of the pledges set out or referred to in Clauses 2.2 to 2.4 relate, it is the owner of the securities or otherwise entitled or authorised to pledge the securities to Eurex Clearing AG and that such securities are not subject to any prior or equal claims of third parties, except for any rights and claims arising pursuant to the standard business terms of any central securities depository or as a matter of law. The Basic Clearing Member shall not, for the duration of any such pledge, permit any such claims to arise without the prior consent of Eurex Clearing AG;
- (ii) at the time it enters into this Agreement:
 - (a) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
 - (b) its entry into, delivery and performance of this Agreement and any other documentation relating to this Agreement to which it is a party do not conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government

applicable to it or any of its assets or any agreement or instrument by which it is bound or which affects any of its assets;

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

3.2 [Representations of the Third Party Pledge Holder(s)]⁵

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

- (i) it has the power to enter into, deliver and perform this Agreement and any other documentation relating to this Agreement to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

⁵ To be maintained in case a Third Party Pledge Holder (Clearing Agent and/or Third Party Account Holder is a Party to the Agreement).

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

4 Amendments

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

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

Chapter I Part 1 Number 17.2 of the Clearing Conditions, this shall constitute a Termination Event with respect to the Clearing Member.]⁶

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

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

5.1 Governing Law

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

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

5.2 Jurisdiction

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

5.2.2 The courts of the City of Luxembourg (Grand Duchy of Luxembourg) shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clause 2.3 and Schedule 1 and/or Schedule 2 hereto.

5.2.3 The courts of Zurich, Switzerland shall have exclusive jurisdiction (*ausschließlicher Gerichtsstand*) over any action or other legal proceedings arising out of or in connection with Clause 2.4 of this Agreement.

5.3 Place of Performance

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

⁶ To be included if a Third-Party Account Holder is a party to the Agreement.

5.4 Severability Clause

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

AUTHORISED SIGNATURES
to the Agreement

_____	_____	_____
[insert legal name] (as Basic Clearing Member)	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	

Eurex Clearing AG

	_____	_____
	(place)	(date)
_____	_____	_____
(signature)	(signature)	
_____	_____	_____
(printed name)	(printed name)	
_____	_____	_____
(title)	(title)	



[[insert legal name] (as Clearing Agent)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)]

[[insert legal name] (as Third-Party Account Holder)

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)]

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

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

BETWEEN:

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

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

The Parties agree as follows:

1 Definitions and Interpretations

1.1 Definitions

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

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

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

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

“**CmaX Basic Clearing Member Pledged Securities Account(s)**” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a

CmaX Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Pledgor.

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

“Collateral Management Service Agreements” means, in particular as regards the collateral provided under Clause 3 and Clause 4 of this Schedule 1, (i) the collateral management service agreement for collateral givers, including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement to be entered into by CBL and the Pledgor as collateral giver, as may be amended by CBL and the Pledgor from time to time by way of side letter or otherwise (the **“Collateral Management Service Agreement for Collateral Giver”**), and (ii) the collateral management service agreement for collateral receivers including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) to be entered into by CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise.

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

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

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

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

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

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

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

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

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

“**Relevant Secured Liabilities**” means all BCM Secured Claims.

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

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

1.2 Construction

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

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

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

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

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

2 Special Provisions with respect to Relevant Pledged Assets in Luxembourg Basic Clearing Member Pledged Securities Accounts

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

2.1 Creation of the Pledge

As continuing first ranking security for the due and full payment, discharge and performance of the Relevant Secured Liabilities, the Pledgor hereby pledges to the Pledgee all the Relevant Pledged Assets which are at present or are in the future deposited in the relevant Luxembourg Basic Clearing Member Pledged Securities

Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

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

2.2 Perfection of the Pledge

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

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

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

2.3 Representations, Warranties and Covenants

The Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the sole holder of each Luxembourg Basic Clearing Member Pledged Securities Accounts;
- (b) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;
- (c) it has the right to pledge the Relevant Pledged Assets;
- (d) upon completion of the actions referred to in Clause 2.2 above, the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest of each Luxembourg Pledged Securities Account in favour of the Pledgee not subject to any prior or pari passu encumbrance and not liable to be avoided or otherwise set aside on the liquidation or insolvency of the Pledgor or otherwise;
- (e) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Luxembourg Basic Clearing Member Pledged Securities Account (otherwise than pursuant to the Pledge);
- (f) it will assist the Pledgee and generally make its best efforts, in order to obtain all necessary consents, approvals and authorisations from any relevant authorities in

order to permit the exercise by the Pledgee of its rights and powers under this Schedule;

- (g) it has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it, for bankruptcy, insolvency, liquidation, or similar proceedings affecting the rights of creditors generally or for the appointment of an insolvency receiver, administrator, administrative receiver, trustee or similar officer of such company or of any or all of their assets or revenues;
- (h) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any Basic Clearing Member Pledged Securities Account; and
- (i) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.

The Pledgor covenants to the Pledgee that until the Pledge shall be released by the Pledgee, it will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Luxembourg Basic Clearing Member Pledged Securities Account or all or part of the Relevant Pledged Assets.

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

2.4 Security

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

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 Luxembourg Basic Clearing Member Pledged 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.

2.5 Disposal

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

permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is entitled to notify CBL of the occurrence of the Event of Default.

2.6 Rights attached to the Relevant Pledged Assets

(a) Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first take all steps necessary for a release by Eurex Clearing AG of the Pledge over these Relevant Pledged Assets so as to achieve a withdrawal of the Relevant Pledged Assets from the Luxembourg Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

Distributions credited to the relevant Luxembourg Basic Clearing Member Pledged Securities Account shall form part of the Relevant Pledged Assets.

3 Special Provisions with respect to Relevant Pledged Assets in CmaX Basic Clearing Member Pledged Securities Accounts

If one or more CmaX Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

3.1 Creation of the Pledge

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

The Parties hereby agree that each CmaX Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 3.2 (*Perfection of the Pledge*).

3.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant CmaX Basic

Clearing Member Pledged Securities Account shall be designated in CBL's books as collectively pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Pledgor shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the "**Appendix A**"), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) are to be pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Pledgor through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL's systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee granted in accordance with the provisions of the Collateral Management Service Agreements.

3.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

3.4 Disposal

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

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

3.5 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral booked in the relevant CmaX Basic Clearing Member Pledged Securities Account(s) in accordance with the Clearing Conditions.

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

In this regard:

(a) Exercise of Voting and Related Rights

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

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CmaX Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that all Distributions made under the Relevant Pledged Assets be credited to the relevant CmaX Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

(c) Substitutions

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

4 Special Provisions with respect to Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts

If one or more GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

4.1 Creation of the Pledge

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

The Parties hereby agree that each GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 4.2 (*Perfection of the Pledge*).

4.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be designated in CBL's books as collectively pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Pledgor shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the "**Appendix A**"), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) is to be pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Pledgor through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Pledgor to CBL shall be required.

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

Except as provided and permitted otherwise in this Schedule 1, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee granted in accordance with the provisions of the Collateral Management Service Agreements.

4.3 Marking to Market

The marking to market of Basic Clearing Member Margin shall be made by CBF in accordance with SC Xemac.

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

4.4 Substitution

The substitution of Relevant Pledged Assets will be operated by CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

4.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

4.6 Disposal

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

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

4.7 Collateral Management Service Agreements

Eurex Clearing AG and the Pledgor shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral provided in the GC Pooling Re-use Basic Clearing Member Pledged Securities Account in accordance with the Clearing Conditions.

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first substitute the Relevant Pledged Assets in accordance with Clause 4.4 above. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

5 No Re-Use Right of Relevant Pledged Assets

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

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

6 Enforcement

6.1 Realization of the Relevant Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof as 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 case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;
- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions, at a stock exchange or by public auction held by a public officer designated by the Pledgee;
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by an 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 is continuing, the Pledgee may (without any obligation) notify CBL that an Event of Default or Enforcement Event has occurred substantially in the form of the notice attached hereto as Attachment 2 for Luxembourg Basic Clearing Member Pledged Securities Accounts or in accordance with the procedures and notifications provided in the Collateral Management Service Agreements for CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts.

6.3 Limitation on realisation

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

7 Order of Distributions

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

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

8 Liability of the Pledgee

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

9 Saving Provisions

9.1 Continuing Security

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

9.2 Immediate recourse

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

10 Notices

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

11 Rights, Waivers and Determinations

11.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the corresponding terms of the Basic Clearing Member 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 Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement. In case of inconsistency, the provisions in the Basic Clearing Member 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.

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 Basic Clearing Member Clearing Agreement and the Agreement (including this Schedule 1) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

12 Amendments

None of the terms or provisions of this Schedule 1 may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee and the Pledgor.

13 Assignment

Unless otherwise provided for in the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 1), the Pledgor shall not assign any of its rights or claims under this Schedule 1 except with the prior written consent of the other Party.

14 Severability

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

15 **Headings**

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

Schedule 1 – Attachment 1 Form of Notice of Pledge with respect to Luxembourg Basic Clearing Member Pledged Securities Accounts

by registered mail

To:

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

From:

* Pledgor

* 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

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”)

_____ (Date)

Dear Sirs,

We would like to hereby notify you that the Pledgor has pledged in favour of the Pledgee the assets standing to the credit of the account(s) numbered:

Account number(s)	Account name(s)

that have been opened in the name of the Pledgor in your books (each a "**Luxembourg Basic Clearing Member Pledged Securities Account**") in accordance with a pledge agreement dated _____ between the Pledgor as pledgor and the Pledgee as pledgee, and in particular its Schedule 1 (the "**Eurex Clearing Pledge Agreement**").

We would be grateful if CBL could designate any securities standing from time to time to the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account maintained by CBL in the name of the Pledgor, as pledged in CBL’s books, collectively for the benefit of the Pledgee. Please note that the pledge created by the Eurex Clearing Pledge Agreement also covers any payments of principal as well as any distributions composed of interest, dividends or other distributions of any kind whatsoever with respect to any security in the credit of a Luxembourg Basic Clearing Member Pledged Securities Account.

The Pledgee and the Pledgor have agreed in the Eurex Clearing Pledge Agreement that CBL shall, except as otherwise provided in the Eurex Clearing Pledge Agreement (and stated herein), act solely in accordance with the instructions of the Pledgee.

As part of this account control mechanism, the Pledgee and the Pledgor hereby authorise and instruct CBL to solely follow the instructions of the Pledgee with respect to the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's general terms and conditions (the "**General Terms and Conditions**"). Such instructions or notices can include, without limitation, the debit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect thereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Luxembourg Basic Clearing Member Pledged Securities Account(s).

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

Until CBL is notified to the contrary by the Pledgee, CBL shall follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions.

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

Upon the occurrence of an Enforcement Event which is continuing, the Pledgee will be entitled to enforce the Pledge pursuant to Clause 6 of Schedule 1 to the Eurex Clearing Pledge Agreement. In accordance with the above account control mechanism, any communication, notification and instruction in respect of enforcement shall be solely given by the Pledgee to CBL.

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

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

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

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

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

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

The Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL's retention right and pledge pursuant to Articles 43 and 44 Section I of the General Terms and Conditions (or any successor provision) with respect exclusively to the Relevant Pledged Assets standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein. This waiver shall have no other effect whatsoever on any other account(s) of the Pledgor with CBL, nor on any positions other than the assets standing from time to time to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s).

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

Kind regards,



Acting for the Pledgor

Name

Name

Capacity

Capacity



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

Schedule 1 – Attachment 2
Form of Notice to be given to Clearstream Banking S.A. in Case
of an Event of Default/Enforcement Event for Luxembourg
Basic Clearing Member Pledged Securities Accounts

To:

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

cc:

_____ (Name)
_____ (Address)
(the “**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**”)

_____ (Date)

Dear Sirs,

Notice of an Enforcement Event

We refer to the bank account bearing number _____ (the “**Luxembourg Basic Clearing Member Pledged Securities Account**”) opened in the name of the Pledgor with your institution.

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

[Instructions in relation to the Relevant Pledged Assets].

Yours sincerely,

_____ (Pledgee)

By: _____

Name: _____

Title: _____

**Schedule 2 –
Pledges relating to Basic Clearing Member Margin
in Luxembourg Securities Accounts held by the
Third Party Pledge Holder (Triparty Version)¹**

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

BETWEEN:

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

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

The Parties agree as follows:

¹ In case a specific operation/construction involves several Third Party Pledge Holders (for instance, a Clearing Agent and a Third Party Account Holder), all having signed the main Agreement (the Agreement being hence a multiparty agreement), this Schedule 2 shall be read as governing the relationship between the Pledgor, the Pledge and a relevant Third Party Pledge Holder (the “**Relevant Third Party Pledge Holder**”) in a triparty manner and with respect to the relevant Collateral Accounts opened in the name of that Relevant Third Party Pledge Holder and excluding any other Third Party Pledge Holder (the “**Other Third Party Pledge Holder**”) and the Collateral Accounts opened in the name of the Other Third Party Pledge Holder.

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

In the above context:

(a) where Luxembourg Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder may only be the Clearing Agent and a notice in the form of Attachment 1 hereto will be required;

(b) where CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts are concerned: the Relevant Third Party Pledge Holder (which may either be the Clearing Agent or the Third Party Account Holder) will be required to serve a notice to CBL in accordance with Attachment 2 hereto if it is not the Collateral Giver. In case it is the Collateral Giver, no notices are required to be made specifically under this Agreement.

1 Definitions and Interpretations

1.1 Definitions

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

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

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

“CmaX Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a CmaX Basic Clearing Member Pledged Securities Account (as defined in that Clause) opened in the name of the Third Party Pledge Holder.

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

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

“Collateral Management Service Agreements” means, in particular as regards the collateral provided under Clause 3 and Clause 4 of this Schedule 2, (i) the collateral management service agreement for collateral givers, including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) and the AutoAssign Supplement to the collateral management service agreement to be entered into by CBL and the Collateral Giver as collateral giver, as may be amended by CBL and the Collateral Giver from time to time by way of side letter or otherwise (the **“Collateral Management Service Agreement for Collateral Giver”**), and (ii) the collateral management service agreement for collateral receivers including any relevant appendix thereto, in particular Appendix C (Triparty Collateral Management Service (CmaX) Product Guide) to be entered into by CBL and the Pledgee as collateral receiver, as may be amended by CBL and the Pledgee from time to time by way of side letter or otherwise.

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

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

“Event of Default” means the occurrence of one of the following events (a) an Insolvency Event in relation to the Pledgor, (b) an Enforcement Event or (c) in relation to the Third Party Pledge Holder, the termination of the appointment of the Clearing Agent [or, as the case may be, an Insolvency Event affecting any other Third Party Account Holder].

“GC Pooling Re-Use Basic Clearing Member Pledged Securities Account(s)” means each securities account established in accordance with Clause 2.1.2 of the Agreement as a GC Pooling Re-Use Basic Clearing Member Pledged Securities Account (as defined in that Clause) in the name of the Third Party Pledge Holder.

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

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

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

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

“Relevant Pledged Assets” means all Securities (as well as any Distributions thereunder to the extent that these shall also be the subject matter of the Pledge in accordance with this Schedule 2) which are at present or are in the future credited to the relevant Collateral Account for the purpose of securing the Relevant Secured Liabilities.

“Relevant Secured Liabilities” means all BCM Secured Claims.

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

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

1.2 Construction

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

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

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

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

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

2 Special Provisions with respect to Relevant Pledged Assets in Luxembourg Basic Clearing Member Pledged Securities Accounts

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

2.1 Creation of the Pledge

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

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

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

2.2 Perfection of the Pledge

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

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

Except as provided and permitted otherwise in this Schedule 2, the Parties hereby agree that CBL, shall act solely in accordance with the instructions of the Pledgee, as further set out in the notice to be served in accordance with Attachment 1 hereto.

2.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

The Third Party Pledge Holder shall neither create or permit to create any security over the Relevant Pledged Assets and ensure that CBL waives any security created pursuant to the CBL Governing Documents in accordance with Attachment 1 hereto.

The Pledgor shall at its own expense promptly and duly execute and make all such assurances 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 2 in relation to any Luxembourg Basic Clearing Member Pledged 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. The Third Party Pledge Holder agrees, at the Pledgor's expenses, to cooperate and take such measures and do such things as reasonably required by the Pledgee to perfect, protect and facilitate the rights of the Pledgee under the Agreement.

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

2.4 Disposal

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

The Third Party Pledge Holder shall not permit any transfer of Relevant Pledged Assets from the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts, except as permitted by the Clearing Conditions and the Agreement and as long as no Event of Default has occurred.

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the Luxembourg Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is entitled to notify CBL of the occurrence of the Event of Default.

2.5 Rights attached to the Relevant Pledged Assets

(a) Voting and Related Rights

Provided that the Pledgor decides (through the Third Party Pledge Holder) to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall arrange for the Third Party Pledge Holder to first take all steps necessary for a release by Eurex Clearing AG of the Pledge over these Relevant Pledged Assets so as to achieve a withdrawal of the Relevant Pledged Assets from the Luxembourg Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

Distributions credited to the relevant Luxembourg Basic Clearing Member Pledged Securities Account shall form part of the Relevant Pledged Assets.

3 Special Provisions with respect to Relevant Pledged Assets in CmaX Basic Clearing Member Pledged Securities Accounts

If one or more CmaX Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

3.1 Creation of the Pledge

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

relevant CmaX Basic Clearing Member Pledged Securities Account(s) and hereby grants to the Pledgee a first ranking security (“gage”) over such Relevant Pledged Assets.

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

The Parties hereby agree that each CmaX Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 3.2 (*Perfection of the Pledge*).

3.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant CmaX Basic Clearing Member Pledged Securities Account shall be designated in CBL’s books as collectively pledged in favour of the Pledgee (the “Perfection Requirement”).

For this purpose, on or around the execution of the Agreement, the Collateral Giver shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the “**Appendix A**”), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) are to be pledged in favour of Eurex Clearing AG (altogether, the “**Pledge Information**”).

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Collateral Giver through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, or any other Party, to CBL shall be required, without prejudice however to the notice that shall be served by the Third Party Pledge Holder to CBL when the Pledgor is the Collateral Giver, in accordance Clause 3.3 below.

Accordingly, pursuant to the collateral management services provided by CBL under the Collateral Management Services Agreements and CBL’s systems, following completion of Appendix A CBL will automatically mark any Relevant Pledged Assets deposited from time to time to the credit of the CmaX Basic Clearing Member Pledged Securities Account(s) as pledged in favour of the Pledgee.

Except as provided and permitted otherwise in this Schedule 2, the Parties hereby agree that CBL shall act solely in accordance with the instructions of the Pledgee to it granted in accordance with the provisions of the Collateral Management Service Agreements.

3.3 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

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

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

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

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

3.4 Disposal

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

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

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the CmaX Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

3.5 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral in the CmaX Basic Clearing Member Pledged Securities Account(s) in accordance with the Clearing Conditions.

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

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first arrange for the substitution of the Relevant Pledged Assets in accordance with item (c) below. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the CmaX Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant CmaX Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

(c) Substitutions

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

4 Special Provisions with respect to Relevant Pledged Assets in GC Pooling Re-use Pledged Securities Accounts

If one or more GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts have been established, the following special provisions apply:

4.1 Creation of the Pledge

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

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

The Parties hereby agree that each GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be subject to an account control mechanism as further set out in Clause 4.2 (*Perfection of the Pledge*).

4.2 Perfection of the Pledge

For the perfection of the Pledge, for purposes of Article 5 (2) (a) of the Law on financial collateral arrangements, the Relevant Pledged Assets in the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Account shall be designated in CBL's books as collectively pledged in favour of the Pledgee (the "**Perfection Requirement**").

For this purpose, on or around the execution of the Agreement, the Collateral Giver shall inform CBL by or through the execution of the Collateral Management Service Agreement for Collateral Giver, and notably by the completion of Appendix A thereunder (the "**Appendix A**"), of the existence of the Pledge and that any Relevant Pledged Assets standing to the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Account(s) is to be pledged in favour of Eurex Clearing AG (altogether, the "**Pledge Information**").

For the avoidance of any doubt, the provision of the Pledge Information to CBL by the Collateral Giver through Appendix A will automatically entail compliance by CBL with the Perfection Requirement; no further notice or instruction by the Collateral Giver, or any other Party, to CBL shall be required, without prejudice however to the notice that shall be served by the Third Party Pledge Holder to CBL when the Pledgor is the Collateral Giver, in accordance Clause 4.5 below.

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

4.3 Marking to Market

The marking to market of Basic Clearing Member Margin shall be made by CBF in accordance with SC Xemac.

The delivery of additional securities as Basic Clearing Member Margin or the return of Relevant Pledged Assets shall be operated by CBL pursuant to the Collateral

Management Service Agreements, and shall solely be based on instructions given by Eurex Clearing AG to CBL.

4.4 Substitution

The substitution of Relevant Pledged Assets will be operated by CBF, acting on behalf of Eurex Clearing AG, in accordance with SC Xemac.

4.5 Security

The Pledgor shall not create or permit to subsist any security over the Relevant Pledged Assets (other than the security granted hereunder).

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

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

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

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

4.6 Disposal

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

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

As of the occurrence of an Event of Default, the Pledgor may no longer dispose of the Relevant Pledged Assets and the Third Party Pledge Holder shall no longer permit that any transfer of Relevant Pledged Assets from the credit of the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts be made (except as otherwise agreed with the Pledgee) and the Pledgee is allowed to notify CBL of the occurrence of the Event of Default.

4.7 Collateral Management Service Agreements

Eurex Clearing AG and the Collateral Giver shall enter into Collateral Management Service Agreements with CBL regarding the management of the collateral in the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Clearing Conditions.

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

In this regard:

(a) Exercise of Voting and Related Rights

Provided that the Pledgor decides to exercise any Voting and Related Rights attached to the Relevant Pledged Assets, the Pledgor shall first arrange for the substitution of the Relevant Pledged Assets in accordance with Clause 4.4 above. The Pledgee will not exercise any Voting and Related Rights in respect of any Relevant Pledged Assets.

(b) Distributions

As long as no Event of Default has occurred, Distributions will be collected by the Pledgor or credited to the GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts in accordance with the Collateral Management Services Agreement.

As of the occurrence of an Event of Default, the Pledgee may require that Distributions made under the Relevant Pledged Assets be credited to the relevant GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts to form part of the Relevant Pledged Assets, in which case it shall notify CBL of the occurrence of an Event of Default in accordance with the notification procedures contained in the Collateral Management Service Agreement.

5 Representations, Warranties and Covenants

5.1 With respect to Luxembourg Basic Clearing Member Pledged Securities Accounts and Collateral Accounts where the Pledgor is not a party to the Collateral Management Service Agreement for Collateral Giver, the Pledgor hereby represents and covenants that:

- (a) it is (and will remain) the owner of the Relevant Pledged Assets or otherwise entitled or authorised to pledge the Relevant Pledged Assets;

- (b) it has the right to pledge the Relevant Pledged Assets;
- (c) without prejudice to those actions referred to in (i) Clause 2.2 when Luxembourg Basic Clearing Member Pledged Securities Accounts are concerned, (ii) Clause 3.2 when CmaX Basic Clearing Member Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 3.3 when the Third Party Pledge Holder is not the Collateral Giver) and (iii) Clause 4.2 when GC Pooling Re-Use Basic Clearing Member Pledged Securities Accounts are concerned (in addition to notification and waiver under Clause 4.5 when the Third Party Pledge Holder is not the Collateral Giver), the Pledge shall be duly perfected and shall constitute a legal, valid and binding first ranking security interest in the Luxembourg Pledged 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;
- (d) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets (otherwise than pursuant to the Pledge);
- (e) 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;
- (f) 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;
- (g) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have a material adverse effect on any Basic Clearing Member Pledged Securities Account; and
- (h) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledge or the rights of the Pledgee under this Schedule, including against claims made by third parties.

5.2 With respect to Luxembourg Basic Clearing Member Pledged Securities Accounts and Collateral Accounts where the Third Party Pledge Holder is not a party to the Collateral Management Service Agreement for Collateral Giver, the Third Party Pledge Holder hereby represents and covenants that:

- (a) it is (and will remain) the holder of the Collateral Accounts;
- (b) it will not transfer, assign, dispose of, pledge or otherwise encumber hereafter, the Relevant Pledged Assets or any of its rights relating to any Collateral Account (otherwise than pursuant to the Pledge);

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

5.3 The Pledgor and the Third Party Pledge Holder covenant that until the Pledge shall be released by the Pledgee, they will immediately inform the Pledgee of any attachment, execution or other legal process commenced or threatened in respect of any Collateral Account or all or part of the Relevant Pledged Assets.

The representations, warranties and covenants under this Clause 5 are made as of the date of the Agreement and are deemed repeated each time Relevant Pledged Assets are credited to any Collateral Account.

6 No Re-Use Right of Relevant Pledged Assets

The Pledgee and the Pledgor agree, and the Third Party Pledge Holder acknowledge, that the Pledgee shall have no right to use the Relevant Pledged Assets standing to the credit of the Collateral Accounts during the term of the Pledge.

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

7 Enforcement

7.1 Realization of the Relevant Pledged Assets

The Pledgee may, upon the occurrence of an Enforcement Event, which is continuing, realise the Relevant Pledged Assets or any part thereof, in accordance with applicable provisions of Luxembourg law, with the right for the Pledgee:

- (a) to appropriate any of the Relevant Pledged Assets at the fair market value thereof as 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 case the fair value of the Relevant Pledged Assets will be valued as at the date of the appropriation;

- (b) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) listed or quoted on a stock exchange in Luxembourg or abroad or dealt on one of the markets defined in article 11 (1) (e) of the Law on financial collateral arrangements at such stock exchange or on such market;
- (c) to sell or cause the sale of any Relevant Pledged Assets that constitute financial instruments (including transferable securities) other than those referred to in paragraph (b) above by private agreement at normal commercial conditions, at a stock exchange or by public auction held by a public officer designated by the Pledgee;
- (d) in respect of any Relevant Pledged Assets consisting of claims for sums of money, to require CBL to make payment of the amount due by CBL directly to the Pledgee, upon maturity of CBL's debt;
- (e) to apply to court to be authorised to make the appropriation of the Relevant Pledged Assets at a price to be determined by an expert; and
- (f) to take advantage of any other realisation or enforcement method permissible under applicable law.

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

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

7.3 Limitation on realisation

The Pledgee shall realise the Relevant Pledged Assets only to the extent necessary to recover the Relevant Secured Liabilities that are due. To the extent that, notwithstanding the reasonable efforts of the Pledgee to comply with the provisions of the first sentence of this Clause 7.3, the cash proceeds received by the Pledgee in respect of any realisation of all or any part of the Relevant Pledged Assets exceed the amount of the Relevant Secured Liabilities due at that time, such excess proceeds shall be returned to the Pledgor or the Third Party Pledge Holder as Basic Clearing Member Margin for the Pledgor, in accordance with the instructions of the Pledgor to the Pledgee.

8 Order of Distributions

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

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

9 Liability of the Pledgee

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

10 Other Provisions

10.1 Continuing Security

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

10.2 Immediate recourse

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

11 Notices

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

12 Rights, Waivers and Determinations

12.1 Ambiguity

- (a) Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), the corresponding terms of the Basic Clearing Member Clearing Agreement, the

Clearing Conditions and of the Agreement to which this Schedule is attached (including this Schedule 2) shall prevail.

- (b) The provisions of this Schedule 2 are without prejudice to the provisions of the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement . In case of inconsistency, the provisions in the Basic Clearing Member Clearing Agreement, the Clearing Conditions and the Agreement shall prevail, save as regards the account control and enforcement provisions set forth in this Schedule 2 which shall be overriding.

12.2 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 Basic Clearing Member Clearing Agreement and the Agreement (including this Schedule 2) shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of such right or remedy or the exercise of any other right or remedy.

13 Amendments

None of the terms or provisions of this Schedule 2 may be waived, altered, modified or amended, except by an instrument in writing, duly executed by the Pledgee, the Pledgor and the Third Party Pledge Holder.

14 Assignment

Unless otherwise provided for in the Basic Clearing Member Clearing Agreement, the Clearing Conditions or the Agreement (including this Schedule 2), neither the Pledgor nor the Third Party Pledge Holder shall assign any of its rights or claims under this Schedule 2 except with the prior written consent of all the other Parties.

15 Severability

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

16 Headings

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

Schedule 2 – Attachment 1 Form of Notice of Pledge with Respect to Luxembourg Basic Clearing Member Pledged Securities Accounts

by Registered Mail

To:

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

From:

* Pledgor

* 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

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”)



* _____
Third Party Pledge Holder (as “**Account Holder**”)

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

In accordance with article 5, paragraph (2), item (a) (iv) of the law of 5 August 2005 on financial collateral arrangements, as amended, the Account Holder will hold the Relevant Pledged Assets in the credit of the relevant Luxembourg Basic Clearing Member Pledged Securities Account as third party pledge holder for the benefit of the Pledgee, as pledgee, and the Pledgor, as owner of the Relevant Pledged Assets and pledgor.

As part of this account control mechanism, the Account Holder, the Pledgee and the Pledgor hereby authorise and instruct CBL to solely follow the instructions of the Pledgee with respect to the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's general terms and conditions (the "**General Terms and Conditions**"). Such instructions or notices can include, without limitation, the debit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) and the transfer of part or all of any and all financial instruments within the broadest sense including but not limited to any entitlements relating to or arising from such financial instruments, any distributions with respect thereto, as well as claims (including claims for cash repayment), eligible in CBL and credited on the Luxembourg Basic Clearing Member Pledged Securities Account(s).

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

Until CBL is notified to the contrary by the Pledgee, CBL shall follow any instructions of the Pledgor with respect to cash amounts standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s) subject to the limitations and provisions of CBL's General Terms and Conditions. CBL shall only proceed with any substitution of assets standing to the credit of a Luxembourg Basic Clearing Member Pledged Securities Account provided that it is so instructed by the Pledgee.

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

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

CBL shall not verify or be responsible for the compliance of any instructions with the Eurex Clearing Pledge Agreement or any other agreement between the Pledgor and the Pledgee and each of the

Pledgor and the Pledgee hereby agree that CBL shall not be held liable for any action or omission whatsoever, whether taken or omitted to be taken, erroneously or not, by the Pledgor or the Pledgee.

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

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

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

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

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

The Account Holder, the Pledgor and the Pledgee request CBL, and by signing the present notice, CBL accepts, to waive CBL’s retention right and pledge pursuant to Articles 43 and 44 Section I of the General Terms and Conditions (or any successor provision) with respect exclusively to the Relevant Pledged Assets standing to the credit of the Luxembourg Basic Clearing Member Pledged Securities Account(s). This waiver shall serve to supplement and amend the General Terms and Conditions with respect to the subject matter contained herein.

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

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

Kind regards,

Acting for the Pledgor

Name

Name

Capacity

Capacity



Accepted and agreed on _____

Acting for Eurex Clearing AG (as the Pledgee)

Name

Name

Capacity

Capacity

Accepted and agreed on _____

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

Schedule 2 – Attachment 2
Form of Notice of Waiver of First Ranking Pledge Over CmaX Basic Clearing Member Pledged Securities Accounts and GC Pooling Re-use Basic Clearing Member Pledged Securities Accounts When the Third Party Pledge Holder is not the Collateral Giver

by registered mail

To:

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

cc:

_____ (Name)
 _____ (Address)
 (as “Pledgor”)

cc:

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:

* _____
 Third Party Pledge Holder (as “**Account Holder**”)

* _____ *Street no.

* _____
 Address line 2

* _____ *Town/city

* _____
 Country

* _____
 First name and surname of the contact person

* _____ *Fax

* _____
 E-mail

_____ (Date)

Dear Sirs,

Please be informed that the Pledgor has pledged in favour of the Pledgee the assets standing to the credit of the account(s) numbered:

Account number(s)	Account name(s)

that have been opened in the name of the Account Holder in your books (each a **“Collateral Account”**) in accordance with a pledge agreement dated _____ between the Pledgor as pledgor, the Account Holder as third party pledge holder and the Pledgee as pledgee, and in particular its Schedule 2 (the **“Eurex Clearing Pledge Agreement”**).

The pledge created in favour of the Pledgee has been notified to you by the Pledgor when entering into the collateral management services agreement for collateral givers with you, and completing Appendix A thereunder.

In the above context we hereby request CBL, and by signing the present notice CBL accepts, to waive CBL’s retention right and pledge pursuant to Articles 43 and 44 Section I of CBL’s General Terms and Conditions (or any successor provision) with respect exclusively to the pledged assets standing to the credit of the Collateral Account(s). This waiver shall serve to supplement and amend CBL’s General Terms and Conditions with respect to the subject matter contained herein.

This notification and any contractual and non contractual obligations deriving therefrom shall be governed by Luxembourg law. Any dispute arising in connection with this notification shall be



submitted to the exclusive jurisdiction of the courts of the City of Luxembourg (Grand Duchy of Luxembourg).

Kind regards,

Acting for the Account Holder

Name

Name

Capacity

Capacity



Accepted and agreed on _____

Acting for Clearstream Banking S.A.

Name

Name

Capacity

Capacity

Schedule 2 – Attachment 3
Form of Notice To Be Given To Clearstream Banking S.A.
in Case Of An Event of default or Enforcement Event for
Luxembourg basic clearing member pledged securities accounts

To:

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

cc:

_____ (Third Party Pledge Holder)

_____ (the “**Account Holder**”)

cc:

_____ (Pledgor)

_____ (the “**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**”)

_____ (Date)

Dear Sirs,

Notice of an Enforcement Event

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

We hereby give you notice pursuant to Clause 7.2 of Schedule 2 attached to the pledge agreement
dated _____ between the Account Holder, the Pledgor and our institution as Pledgee (the
“**Eurex Clearing Pledge Agreement**”), that an Event of Default/Enforcement Event (as defined in the
Eurex Clearing Pledge Agreement) has occurred.

[Instructions in relation to the Relevant Pledged Assets].

Yours sincerely,

_____ (Pledgee)

Name: _____

Title: _____



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

by registered mail

To :

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

From:

* _____
Basic Clearing Member

* _____ *Street no.
Address line 1

* _____
Address line 2

* _____ *Town/city
Postal code

* _____
Country

* _____
First name and surname of the contact person

* _____ *Fax
Phone

* _____
E-mail

_____ (Date)

Notice of pledge of securities in securities account(s) or sub-account(s)

Dear Sirs,

We hereby notify you that [*Basic Clearing Member*] (the “**Pledgor**”) has pledged in favour of Eurex Clearing AG (the “**Pledgee**”), in accordance with a pledge agreement dated _____ between the Pledgor and the Pledgee (the “**Pledge Agreement**”) any securities that are currently or are in the future standing to the credit of the following securities account(s) or sub-accounts held with you in the name of the Pledgor:

Account/Sub-Account holder name	Account/Sub-Account number

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

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

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

Kind regards,

Name and capacity

Acting for the Pledgor

* * * * *

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

Clearstream Banking AG

(place)

(date)

(signature)

(signature)

(printed name)

(printed name)

(title)

(title)