

## Foreword

These General Terms and Conditions set forth the terms and conditions governing the provision of each of the services and products by CBL to its Clients (as defined below), for which CBL allows separate access.

The provision of any such services and/or products by CBL to a Client shall result in such Client being bound by these General Terms and Conditions **and the other Governing Documents**, which shall apply with respect to all the accounts of the Client with CBL, **as well as to all services and/or products provided by CBL to a Client**, unless expressly agreed to the contrary in writing.

~~Clients are requested to duly complete and execute the "Client Application Form" and return it to:~~

**Clients are requested to duly complete and execute the "Client Application Form" and return it to:**

Clearstream Banking S.A.  
Account Administration Luxembourg  
42, Avenue JF Kennedy  
L-1855 Luxembourg

## 1. General

### Article 1

The following capitalised terms and expressions shall have the following meanings when used in these General Terms and Conditions:

#### Account

**Any account opened in the books of CBL including any sub-accounts thereof. All accounts held with CBL shall qualify as settlement accounts within the meaning of the law of 10 November 2009.**

#### Act

~~Any national or foreign laws, decrees, regulations, judicial or governmental orders (including, but not limited to, any sanction rules and any orders, writs, judgements, injunctions, decrees, stipulations, determinations, awards or other acts entered or actions taken by any national or foreign government, authority, court, (self-)regulatory organisation, government agency or instrumentality of government, administrative practices or any relevant market practice).~~

**Any national or foreign laws, decrees, regulations, judicial or governmental orders, sanctions or**

**countermeasures and any orders, writs, judgements, injunctions, stipulations, determinations, awards or other acts entered, actions taken, material threats or any official or non-official communication (if such communication may impact legitimate interests of CBL or the shared legitimate interests of CBL and any other Covered Person) made by any national or foreign government, authority, court, agency or instrumentality of government, any measure, material threat or any official or non-official communication, rule or action attributable to a (self-)regulatory organisation, as well as any relevant administrative practice or relevant market practice. Legitimate interests may include guiding corporate values, such as the protection of human rights and ethically responsible conduct, as defined in the Governing Documents.**

#### Affiliate

Any person that, directly or indirectly, controls, is controlled by or is under common control with a party; and "control" being the possession of (i) 50% or more of the voting rights in the general meeting of a person or (ii) the power, directly or indirectly, whether by contract or ownership, to direct or cause the direction of the management and affairs of a person, including investment decisions.

#### Bridge Agreement

The amended and restated Bridge Agreement entered into between CBL and Euroclear, as amended from time to time, which defines the terms and conditions applicable to the interoperable link between the two CSDs).

#### Bridge Transactions

Transactions between a Client with a counterparty in Euroclear via the interoperable link between CBL and Euroclear that enables book-entry settlement to occur between participants of either CSD system.

#### Business day

A day on which CBL is open for business, **as defined in the Governing Documents.**

#### Business Purposes

Include, but are not limited to, corporate, risk, financial, operational and business continuity management, information technology and other infrastructure management, legal, tax and regulatory compliance including anti-money laundering, counter-terrorist financing and know-your-customer due diligence, preparation of market and client analyses and statistical models and also in general any internal analysis or supervision purposes, product, services and business development and client relationship

management, irrespective of whether such purposes are internal only to CBL or concerning Deutsche Börse AG or any of its Affiliates.

### **CBL**

Clearstream Banking S.A., having its registered office at 42, Avenue JF Kennedy, L-1855 Luxembourg and registered with the Trade and Companies Register of Luxembourg under number B-9248.

### **CBL systemSystem**

The securities settlement system operated by CBL. It also designates the services provided by CBL in respect of ~~Securities Covered Assets~~ recorded and/or held with CBL in accordance with these General Terms and Conditions.

### **CCP or central counterparty**

A CCP as defined in Article 2(1)(16) of CSDR or a legal person that interposes itself between the counterparties to the contracts ~~traded-executed~~ on one or more financial markets, becoming the buyer to every seller and the seller to every buyer.

### **Client**

A legal person or entity, whether public or private, or a partnership or a common fund, to which CBL provides services within the meaning of Article 2.1 (19) of CSDR in accordance with the admission or participation criteria of the CBL system (including adherence to these General Terms and Conditions).

### **Client Data**

Any information that is disclosed by or on behalf of the Client to CBL and any data collected by CBL in relation to the Client.

### **Covered Asset**

Securities or cash held by CBL or any Sub-custodian ~~on behalf of for~~ a Client.

### **Covered PersonHolder**

A Client, client of the Client, ~~any other account holder in a holding chain or the~~ beneficial owner of a Covered Asset, CBL or any of its affiliates, or any Sub-custodian.

### **Covered Person**

A Covered Holder, CBL or any of its Affiliates, or any Sub-custodian.

### **Costs**

Any costs, charges, capital surcharges, damage (including but not limited to direct, indirect or unforeseeable damage), loss, claim, liability or expense (including but not limited to any lawyers and expert fees) incurred by CBL or any indemnity due to CBL in connection with a Covered Asset or a Covered Person.

### **CSD**

A ~~Central Securities Depository~~ **central securities depository**.

### **CSDR**

Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on CSDs, as may be amended, repealed and/or replaced from time to time by any further regulation.

### **Client**

~~A legal person or entity, whether public or private, or a partnership or a common fund that adheres to these General Terms and Conditions in order to access and participate to the CBL system within the meaning of the article 2.1 (19) of CSDR in accordance with CBL's admission or participation criteria.~~

### **Client Data**

~~Any information that is disclosed by or on behalf of the Client under a Governing Document.~~

### **Delivery (or to deliver)**

Physical delivery or transfer by book entry, as the context may indicate.

### **EBA**

European Banking Authority.

### **ESMA**

European Securities and Markets Authority.

### **Euroclear**

Euroclear Bank SA/NV, having its registered office at 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium.

### **Fees**

Any fees, commissions and other charges charged by CBL in return for the services and products provided by CBL.

### **General Terms and Conditions**

The present general terms and conditions as amended from time to time.

### **Governing Documents**

~~The~~ These General Terms and Conditions and the Client Handbook for Clients of CBL which may be amended from time to time, and such other documents as CBL may, from time to time, so designate, ~~as well as any publication on CBL's website.~~

### **ISD**

Intended Settlement Date.

### **Late Matching Fail Penalty**

A penalty that applies due to the matching taking place after the ISD.

### New Global Note or NGN

A bearer form global note which refers to the books and records of CBL or another securities settlement system to determine such issue outstanding amount.

### New Safekeeping Structure or NSS

A registered form global note, the registered owner of which is a nominee company of the entity appointed as common safekeeper that may be either CBL or another securities settlement system.

### Reversal orderOrder

- a) Any Act, the legal effect of which is to:
  - i) deprive CBL, the Client, the Client's counterparty, or any clearance or settlement system, Sub-custodian or any agent, acting ~~on behalf of~~ for any of the foregoing, of the ability or authority to deliver Securities or cash to make credits or debits to the account of one of the foregoing; or
  - ii) constitute a determination that an entity listed in clause (i) did not have such ability or authority; or
  - iii) require an entity listed in clause (i) to revoke, reverse, rescind or correct ~~such any~~ debits and/or credits, or ~~both, or~~ to transfer or turnover any ~~assets~~ Covered Assets to a third party. ~~Or.~~
- b) ~~CBL's general business practice.~~  
Or:
- c) Any CBL general business practice set out in the Governing Documents having the same effect as the Act listed in clause (a) above.

### Securities

Certificates of deposit, shares, notes (whether or not in global form) and, in general, financial instruments, including any instrument evidencing equity or debt whether in dematerialised, bearer, or registered form, whether endorsable or not and any instrument or right which CBL accepts to be credited to a Securities account.

### Settlement Discipline Regime or SDR

Commission Delegated Regulation (EU) No 2018/1229 on the settlement discipline ("Technical Standard 2018/1229") and Commission Delegated Regulation (EU) No 2017/389, as may be amended, repealed and/or replaced from time to time by any further regulation.

### Settlement Fail Penalty

A penalty that applies due to the non-settlement of a matched transaction on or after the ISD.

### Stop orderOrder

A stop-transfer or similar order ~~pertaining to a~~ Covered Asset, lodged with the relevant issuer,

registrar or fiscal or similar agent or any government, authority, court, self-regulatory organisation, government agency or instrumentality of government.

### Stop order noticeOrder Notice

An officially published notice of loss, theft, cancellation, opposition or nullification proceedings, or, a listing with any self-regulatory organisation that a ~~security~~ Security is lost, stolen, cancelled, opposed or the subject of nullification proceedings or of a stop-transfer or similar order.

### Sub-custodian

Any national or foreign CSD, sub-custodian, ~~registrar,~~ cash correspondent bank, central bank, agent, nominee or other intermediary ~~used~~ used, directly or indirectly, by CBL.

### Technical Standards

Any delegated acts or standards issued by the ESMA or the EBA in relation to the CSDR, in particular the Commission Delegated Regulation (EU) 2017/392 of 11 November 2016 on authorisation, supervisory and operational requirements for CSDs; Commission Delegated Regulation (EU) 2017/390 of 11 November 2016 on certain prudential requirements for central securities depositories and designated credit institutions offering banking-type ancillary services and SDR, as these may be amended, repealed and/or replaced from time to time by any further delegated regulation.

## Article 2

These General Terms and Conditions set forth the terms and conditions governing the provision of services by CBL to its Clients, including but not limited to the settlement, custody and administration of ~~Securities or cash~~ Covered Assets, and any other services which are offered by CBL now or will be in the future. ~~All~~ The other Governing Documents, as well as all handbooks, instructions, documents or other publications issued by ~~CBL~~ CBL, shall be subject to these General Terms and Conditions, ~~which shall prevail in case of discrepancies,~~ except ~~as may be if the relevant documents specifically provided therein~~ provide otherwise.

## Article 3

- 1) CBL will establish in its ~~books~~ books, at the request of the Client or at its own initiative where relevant, accounts for the Client as shall be required from time to time for the provision of services by CBL. All such accounts shall be opened in the name of the Client, who is solely responsible

and liable for the fulfilment of all Client obligations pertaining thereto.

- 2) The Client is responsible to opt for the level of segregation to apply on the ~~assets~~ Covered Assets deposited with CBL and shall inform CBL accordingly as provided in the Governing Documents. It undertakes to segregate in separate accounts at all times ~~assets~~ Covered Assets deposited with CBL and held by such Client on a proprietary basis from ~~assets~~ Covered Assets deposited with CBL and held by such Client on a non-proprietary basis and such accounts shall be designated accordingly.
- 3) The opening of accounts on a non-proprietary basis and the nature of such non-proprietary accounts shall be subject to advance approval by CBL and, at the discretion of CBL, to the requirement by CBL to be provided by the Client with additional information, including information relating to ~~the clients of the Client, as set forth in these General Terms and Conditions~~ any Covered Holder, being met.
- 4) ~~The Client acknowledges and agrees that each Covered Asset will be held by CBL or with a Sub-custodian, in each case in Luxembourg or abroad. A list specifying, per Covered Asset, the jurisdiction of establishment, name and address of the Sub-custodians used by CBL is available in the Governing Documents and the Client agrees that the holding of Covered Assets with CBL shall constitute an approval of this list of Sub-custodians as applicable from time to time and of any holding of Covered Assets with such Sub-custodians. The Client bears all risks linked to or arising out of the fact that Covered Assets are held with Sub-custodians.~~
- 5) ~~Neither the contractual relationship nor any right or interest thereunder shall be assignable by the Client to any third party without the prior written consent of CBL which CBL may grant at its full and entire discretion. Any assignment done in violation of this provision shall be unenforceable vis-à-vis CBL and shall constitute a ground for immediate termination.~~

## 2. Securities

### Article 4

- 1) CBL will perform the initial recording of the Securities and/or accept deposits of Securities

designated as eligible within the CBL ~~system~~ System on lists published by CBL. CBL may revise these lists from time to time.

- 2) CBL may (i) refuse to designate as eligible, or (ii) remove from ~~the CBL system~~ System, Securities for which Sub-custodians, issuers, issuer's agents, registrars and/or any third parties appointed by the issuers or being involved in the reconciliation processes, are not able and/or do not provide CBL with all the information necessary to reconcile its books in accordance with the CSDR and Technical Standards to ensure the integrity of the issue. CBL will notify in writing the Clients of any such removal of Securities from ~~the CBL system~~ System and its effective date by electronic means as set out in the Article 66 of these General Terms and Conditions.
- 3) In the event that CBL removes Securities from such lists, CBL shall return to each relevant Client such Securities in its possession, or, deliver such Securities to a third ~~party~~ party, in accordance with the Client's reasonable ~~instructions consistent with other instructions, any applicable laws or orders and in accordance with the terms and conditions of Acts~~, the Governing Documents, the articles of association of ~~an~~ the issuer, the terms and conditions of the Securities and any other relevant contract, agreement or other instrument binding upon a Covered Person.

### Article 5

All Securities initially recorded with and/or held in CBL are represented in book-entry form and shall be deemed fungible.

### Article 6

~~The Client must ensure that~~ Securities initially recorded and/or deposited with CBL ~~must be~~ are of good delivery at the time of the initial record or deposit and thereafter. CBL has no duty to verify whether Securities are of good delivery. ~~Without prejudice to the foregoing, CBL may may, in its reasonable opinion,~~ determine that Securities are not of good delivery including, but not limited to, in the following circumstances:

- a) the Securities have been called for redemption prior to Delivery to CBL;
- b) there is an apparent or actual defect in the title to ~~such~~ the Securities;
- c) there is an encumbrance affecting ~~such Securities~~ the Securities, which means that they cannot be

freely transferred or delivered free of such encumbrance in any relevant market;

- d) the Securities are, or become, subject to a Stop Order or a Stop Order Notice;
- e) ~~the initial record or deposit of the Securities, or the holding of the Securities has contravened, is contravening or may contravene:~~
  - i) ~~any Act, directly or indirectly applicable to a Covered Person, a Covered Asset or the services requested by the Client, performed or to be performed for the Client, or on the Client's behalf, by CBL;~~
  - ii) ~~any contract, agreement or other instrument binding upon a Covered Person.~~
- f) ~~the initial record or deposit of such Securities would violate any Act the Securities, or would the holding of the Securities, might~~ subject CBL, its nominee, ~~any its~~ Sub-custodian ~~of CBL~~ or any third party on whose behalf CBL is acting, to any requirements under any ~~Act by reason of the acceptance or holding of such Securities by CBL, its nominee or such third party~~ Act;
- g) ~~the~~ certificates representing ~~such the~~ Securities are not genuine, or are not in good physical condition;
- h) unexercised warrants or similar rights are not attached to certificates representing such Securities, unless all such unattached warrants or similar rights are eligible for deposit and Delivery within the CBL ~~system~~ System, independently from such Securities;
- i) the Securities are registered securities or uncertificated securities, unless such Securities have been registered in such fashion or provided with such transfer documents as may be required by CBL;
- j) the Securities are attached, restrained or otherwise blocked at the level of CBL, any ~~sub~~ Sub-custodian or any other entity in the Securities holding chain;
- k) the Securities are subject to a Reversal Order;
- l) the Securities are subject to a suspension of settlement; or
- m) any other circumstance ~~exists which that~~ leads CBL or any Sub-custodian receiving Delivery of such Securities to consider that such Securities are not of good delivery.

## Article 7

- 1) Any Securities found not to be of good delivery at ~~any time after~~ their initial record or deposit with CBL ~~or anytime thereafter~~ may be blocked by CBL until ~~they~~ CBL shall be satisfied that the Securities ~~are or are again~~ of good delivery. Securities found not to be of good delivery ~~or may also be~~ debited by CBL from the account of the Client for whose account the Securities were most recently deposited ~~into the CBL system~~ or by whom they are held~~-.~~
- 2) If the credit balance of ~~such~~ Securities found not to be of good delivery in the Client's account is insufficient to cover ~~such their~~ debit, the Client shall immediately replace such Securities with equivalent Securities of good delivery. If ~~such the~~ Client does not, ~~within according to~~ the terms foreseen by the Governing Documents, ~~so deliver~~ (or cause to be credited) ~~such Securities these~~ equivalent Securities of good delivery, CBL may purchase, for the account and at the sole expense of such Client, the ~~necessary~~ amount of ~~such~~ equivalent Securities.
- 3) In case any Securities are found not to be of good delivery after:
  - a) they have been redeemed or transferred out of the account of the Client and CBL is adversely affected by such ~~determination finding~~, CBL may block or debit ~~funds other Covered Assets~~ in an amount equal to the value of such Securities at the date of the blocking/~~debit debiting~~ in/from the account of the Client;
  - b) CBL has been instructed by the Client to deliver an amount of such Securities, CBL may, depending on the status of such instruction in the CBL ~~system~~ System, block the instruction as provided in the Governing Documents.
- 4) In case of a debit of ~~funds funds creating an account overdraft~~, the Client shall provide additional funds to cover the balance, failing which CBL may debit/block Securities held by the Client with CBL with an amount determined in accordance with the Governing Documents.
- 5) The Client bears the risks of Securities not being of good delivery and shall indemnify CBL in respect of any ~~direct or indirect loss, claim, liability or expense Costs~~ (including ~~any lawyers and expert fees and costs incurred by CBL for the investigation, analysis and defence cost of~~ acquiring equivalent Securities of ~~the matter~~ good delivery) suffered or incurred by CBL arising from



the fact that Securities deposited by it, or for it, with CBL are found to be not of good delivery, unless such **finding** is due to the gross negligence or wilful misconduct of CBL.

- 6) **Any proceeds generated by Securities which were found not to be of good delivery and which were blocked are subject to the provisions of this Article.**

### Article 8

In the case of a Security which is the subject of a Stop Order, the Client who deposited the Security shall use its reasonable best efforts to cause such Stop Order to be promptly lifted. If the Stop Order is not promptly lifted, CBL is authorised to return the Security to the Client at the Client's expense, and to debit such Security to the Client's account. Stop Orders shall be lifted in accordance with applicable law.

### Article 9

In the event of the mutilation, loss, theft, destruction or other unavailability of deposited Securities, CBL may apply for the issue of Stop Orders or initiate such other measures as CBL may deem appropriate under the circumstances, and may endeavour to replace such Securities in accordance with the laws or practices of the relevant countries and the terms and conditions of the relevant Securities. The Client shall undertake such steps to assist in effecting the recovery of such Securities as CBL may reasonably request. Unless such mutilation, loss, theft, destruction or other unavailability is due to CBL's gross negligence or wilful misconduct, the Client shall bear the **expenses-Costs** of any such measures undertaken by CBL to recover or replace such Securities.

### Article 10

- 1) No Client shall have any right to specific Securities but, each Client will instead be entitled, subject to the Governing Documents, to require CBL to deliver to the Client or a third party an amount of Securities of an issue equivalent to the amount credited to any Securities account in the Client's name, without regard to the certificate numbers of any Securities certificates (if any). **Subject to these General Terms and Conditions**, CBL's obligation to any Client with respect to such Securities will be limited to effecting such Delivery, provided such Delivery will not result in a breach of any applicable law.

- 2) Transfers of Securities to or from accounts within the CBL ~~system~~**System** shall be effected by book-entry only. Any other Delivery of Securities shall be made by physical ~~Delivery~~**delivery** whenever the Securities are capable of such physical ~~Delivery~~**delivery**.

- 3) ~~Physical deliveries of certificates representing Securities shall be at the risk of the Client requesting such Delivery.~~ The Client shall bear the cost **and all the risks** of Delivery of the physical Securities from the premises of the Sub-custodian. The Client shall determine the extent ~~and writer~~ of any insurance coverage for such Delivery and bear the ~~costs~~**Costs** of such insurance. CBL reserves the right to determine the appropriate method of physical ~~Delivery~~**delivery** for such certificates. CBL may decline to execute, or execute only in part, a request from a Client or an issuer to physically deliver certificates representing Securities (where such certificates have or can be issued) (i) if such Delivery would breach an applicable Act or **a contract, agreement or other instrument binding upon a Covered Person**, (ii) **if the Client has not provided CBL with the information and documents requested by CBL from time to time**, or (iii) if CBL does not have certificates in the appropriate denominations available.

### Article 11

CBL will not use for any purpose Securities that belong to the Client, unless and to the extent CBL has obtained Client's prior express consent, as it may be granted in a Governing Document or a separate written agreement between the Client and CBL. For those Securities held by the Client ~~on behalf of~~**for** its clients, the Client is required to obtain from its clients any necessary consent prior to authorising the use of such Securities by CBL.

### Article 12

- 1) If a Client instructs CBL to deliver ~~or transfer~~ an amount of Securities of a given issue which, after giving effect to any outstanding credits or applicable Securities lending provisions, exceeds the available and freely transferable amount of such Securities standing to the credit of the Client's account, CBL may refuse to execute the instruction or execute it only to the extent of the Securities standing to the credit of the Client's account.

- 2) Except to the extent otherwise ~~governed~~~~provided~~ by a separate written agreement between the Client and CBL, the Client shall not have the right to cause any of its accounts in Securities ~~or cash~~ with CBL to have a debit balance. In the event of such a debit balance the Client shall immediately deliver for credit (or otherwise cause to be credited) to such account sufficient ~~Securities or cash~~~~Securities~~, as appropriate, to eliminate such debit balance.
- 3) If, within seven (7) ~~business days~~~~Business Days~~, the Client does not so deliver (or otherwise cause to be credited) Securities, CBL may purchase on such market, in such manner and for such consideration as CBL shall deem appropriate, for the account and at the expense of such Client, such amount of Securities sufficient to eliminate such debit balance. ~~In case the Client does not deliver sufficient cash in its accounts, Article 21 of these General Terms and Conditions shall apply. CBL reserves the right not to execute any instruction if it would cause a debit balance to exist in an account of the Client (except in the case of an instruction which relates to assets held for the Client's clients), or, if a debit balance exists on one or more accounts.~~

## Article 13

~~CBL shall not be under any obligation to keep the Securities deposited with it at the place where the deposit is made. Accordingly, CBL may hold the Securities on behalf of its~~ Clients, in its own name or in the name of its nominee, at any ~~other~~ place or deposit them with ~~other~~ Sub-custodians, in Luxembourg or abroad, including banks or other clearing systems upon such terms and conditions as may be applicable for deposits with such entities, or upon such other terms and conditions as may be approved by CBL. ~~The names and addresses of the Sub-custodians used by CBL are available in the Governing Documents and the deposit of Securities with CBL shall constitute an approval of the list of Sub-custodians as applicable from time to time.~~

## Article 14

CBL has no obligation to investigate, does not make any representation with respect to and has no liability for the financial condition or corporate status of any issuer or guarantor of Securities accepted for deposit nor for the validity, legality or binding effect of any such Securities.

## Article 15

- 1) CBL has no obligation to take any action with respect to any rights, options or warrants, nor to attend on behalf of or represent the Client at meetings of holders of Securities nor at any other occasion where action by the holder of Securities is required or permitted, except to the extent that CBL has been explicitly instructed by the Client, and has, in writing, agreed to take such action, or as otherwise provided in the Governing Documents. CBL provides Securities related information to its Clients on a best effort basis. However, in accordance with the provisions of Article 48 of these General Terms and Conditions, CBL does not warrant the accuracy or completeness of such information.
- 2) Corporate actions notices dispatched to the Client may have been obtained from sources which CBL does not control and may have been translated or summarised. Although CBL believes such sources to be reliable, CBL has no duty to verify either the information contained in such notices or the faithfulness of any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and shall not be liable to the Client for any loss that may result from relying on such ~~notice~~~~notices~~.

## Article 16

In connection with a Client's attendance, in person or by proxy, at a meeting of holders of Securities, CBL shall, at the request of the Client, block the relevant Securities for the required period and issue a certificate to that effect.

## Article 17

CBL will collect Securities (including, without limitation, stock dividends and Securities issued upon the exercise of any option, right or warrant of a deposited Security or attached thereto) or cash amounts distributable or payable in respect of the principal of, premium or interest on, or dividends or other amounts in respect of Securities deposited by the Client with CBL. Subject to these General Terms and Conditions, at the instruction of the Client, CBL will convert deposited Securities from one form to another, shall surrender deposited Securities upon the maturity or redemption thereof, shall obtain new coupon sheets when made available by the issuer of deposited Securities, and shall provide such other similar services in relation to the safekeeping of

Securities as CBL and the Client may from time to time agree. Any distribution with respect to a Security held for a Client shall be credited to the relevant Client account. If the Client fails to instruct CBL, CBL shall apply the default action set out in the Governing Documents or the relevant corporate action notice sent to the Client.

### Article 18

- 1) CBL shall promptly transmit to the appropriate agent of the issuer any order received from a Client constituting the exercise of a right, option or warrant held for the account of such Client.
- 2) Securities received upon such exercise will be credited to the relevant Client account if such Securities are eligible for deposit and Delivery in the CBL ~~system~~System; otherwise, CBL will deliver such Securities to the Client at the Client's risk and expense.
- 3) Rights for which CBL has been instructed to transmit a notice of exercise will be withdrawn from the Client's account on the day of the transmittal of the notice of exercise to the agent of the issuer.
- 4) Prior to exercising its purchase right, the Client shall ensure that there will be sufficient funds standing to the credit of its account(s) available for the processing of ~~any subscription~~the relevant payment. CBL does not accept any liability and is hereby entitled to refuse the execution of any instruction if the Client fails to hold sufficient cash or to fund its account(s) to enable this payment, unless the resulting overdraft is fully covered and collateralised with eligible collateral according to separate arrangements ~~subscribed by~~concluded with the Client.

### Article 19

- 1) The allocation of Securities for redemption, in accordance with a partial redemption notice, will occur only after CBL has been officially notified of the drawn numbers. Such allocation will be made on the basis of reported positions at the time of the ~~allocations~~allocation.
- 2) Drawn numbers will be allocated among the holdings of ~~such~~Securities in the CBL ~~system~~System in accordance with the Governing Documents.

## 3. Cash

### Article 20

- 1) CBL will accept deposits of cash from or for Clients only if the cash deposited is intended to be used exclusively for the settlement or custody and administration of Securities, or any other services that CBL is authorised to provide within its role as CSD authorised to provide banking-type ancillary services within the meaning of CSDR.
- 2) In addition to ensuring that the cash it deposits with CBL is originating from legitimate sources and lawful activities, the Client must ensure that the cash that it deposits with CBL is used exclusively for the services mentioned under Article 20 paragraph 1 of these General Terms and Conditions. CBL has the right, but not the obligation, to determine when cash deposits are not intended exclusively for the services mentioned under Article 20 paragraph 1 of these General Terms and Conditions. For its assessment in this respect, CBL may take into account elements such as the length of time the cash is deposited in the Client's account(s), the volume of cash deposited and the use made by the Client of the cash deposited.

If CBL is of the opinion that any cash deposit is no longer exclusively intended for the services mentioned under Article 20 paragraph 1, it may request the Client to transfer all or such part of the cash deposit as it shall determine out of the CBL System.

Within one Business Day of the dispatch of the above request the Client shall indicate to CBL which account to transfer the excess cash holding to.

- 3) If the Client fails to comply with the obligation set out in the preceding paragraphs or in case cash holdings are blocked for any reasons, the Client shall bear all Costs, incurred or suffered by CBL because of the holding of the Client's cash and CBL shall be entitled to debit any amounts corresponding to such Costs from the Client's account. To the extent it is legally and practically feasible, CBL shall notify the Client prior to any such debit.
- 4) ~~Clients acknowledge~~The Client acknowledges that payments of Fees due from the Client to CBL in connection with the holding and transfer of Securities or for other purposes, including the



payment of ~~fees~~Costs, ~~commissions or other charges due from the Client to CBL~~where applicable, and for other purposes may be made or received by CBL through one or more accounts of ~~their accounts~~the Client.

- 5) CBL may effect transfers between a Client's accounts in connection with payments executed on behalf of the Client.
- 6) CBL holds cash with the Sub-custodians mentioned in Article 3 paragraph 4.

## Article 21

- 1) Except to the extent otherwise governed by a separate written agreement between the Client and CBL, the Client shall not have the right to cause, or permit, any of its accounts, to have a cash debit balance. In the event of such a debit balance the Client shall immediately deliver for credit (or otherwise cause to be credited) to such account sufficient freely available funds in the relevant currency to eliminate such debit balance.
- 2) Debit balances on accounts shall automatically and without further notice bear interest at rates calculated in accordance with the Governing Documents.
- 3) Any exposures caused by the Client on CBL shall be fully covered by using collateral and other equivalent financial resources as set out in the CSDR and the Technical Standard 2017/390 in accordance with separate written agreement(s) between the Client and CBL or the Governing Documents applicable to credit services.
- 4) Without prejudice of Article 35 of these General Terms and Conditions, CBL reserves the right not to execute any instruction if:
  - a) it would cause a debit balance to exist in any account of the Client; or
  - b) a debit balance exists on one or more accounts; or
  - c) the Client does not have available cash in a given currency or sufficient eligible collateral as described in the Governing Documents to cover its usage in a given currency;unless such debit is fully covered according to separate written agreement(s) between the Client and CBL or the Governing Documents applicable to credit services and eligible collateral. In addition, in order to protect the integrity of the CBL ~~system~~System, CBL reserves also the right not to process any payment instructions in one or

more eligible currencies impacted by an unforeseen liquidity shortfall as described in the Governing Documents before such liquidity shortfall is resolved.

- 5) Credit balances on accounts shall not bear interest, whatever the reason and duration of the credit balance. Depending on market conditions, credit balances may be subject to negative interest rates set out in the Governing Documents.

## Article 22

- 1) Debits and credits of cash will be made to accounts in accordance with the Governing Documents.
- 2) ~~Debits and credits of cash will be made to accounts in accordance with the Governing Documents.~~ In the case of credit entries made on the basis of pre-advice, such credit entries will be conditional upon CBL receiving final confirmation of payments by the payor and of actual receipt of such payment in freely available funds for CBL's account at its cash correspondent bank. The Client shall ensure that all pre-advised transfers are finally and irrevocably received for CBL's account when due at the appropriate cash correspondent bank of CBL.
- 3) The Client accepts to bear all the risks, liability and consequences arising from any pre-advised transfer that is not finally and irrevocably received when due at the appropriate Sub-custodian.
- 4) CBL may, at any time, debit from the Client's account any cash credited to such account but not actually received by CBL or received by CBL but later rescinded, revoked or otherwise debited from or blocked in CBL's account with its Sub-custodian.

## Article 23

- 1) CBL may accept currencies designated as eligible for deposit or settlement within the CBL ~~system~~System in accordance with its Governing Documents. Complete lists of eligible currencies (including the list of the relevant currencies), are available ~~on CBL's website in the Governing Documents~~ and may be revised from time to time.
- 2) CBL shall not be obliged to substitute an eligible currency for another eligible currency whose transferability, convertibility or availability has been affected in whole or in part by ~~capital control measures, any Act or freeze orders or any other Act~~event beyond CBL's reasonable control (including, without limitation, events as mentioned in Article 48 paragraph 2). CBL shall not be liable to the Client for any loss or damage arising

~~therefrom~~ ~~there from~~ or for any costs, expenses or charges applicable in connection with the transferability, convertibility or availability of any eligible currency.

- 3) ~~If all or part of a given eligible currency held in deposit in the CBL system becomes unavailable due to an Act, or the occurrence of an event as described in the Article 23.2 above, then, the reduction in the available amount of such currency held in CBL System arising therefrom will be shared pro-rata basis by those holding this currency at the opening of the Business Day on which the unavailability of the currency has occurred (or if such day is not a Business Day, at the opening of business on the immediately preceding Business Day). If such unavailability can be attributed to one Client, there will be no sharing among other Clients holding that same currency. Such sharing is to be in proportion with the amount of the impacted currency so held at the time of such determination and will be effected by blocking the appropriate amount of such currency in the relevant Client's account. Such amount will remain blocked until the Act or the event causing the unavailability has been revoked or has ended.~~
- 4) Notwithstanding ~~Article 21.4 above~~ ~~any of the foregoing~~, CBL may ~~- but is under no obligation to -~~ execute the Client's instruction(s) in a non-relevant currency for its (their) equivalent value in a relevant currency.

In this article, ~~"relevant currency"~~ shall be understood within the meaning of the CSDR and the Technical Standards and are identified as such in the Client Handbook.

## 4. ~~Fees charged by CBL~~

## 5. Fees and Costs

### Article 24

~~Fees, commissions~~ ~~The Client agrees~~ and ~~other charges~~ ~~accepts to pay any Fees levied for the services and products~~ provided by ~~CBL~~ ~~CBL, which are contained further detailed~~ in the Fee Schedule provided to the Client, as may be modified by CBL from time to time. CBL will give the Client advance notice of such modifications.

### Article 25

To the extent that such are not included in the ~~fees, commissions and other charges~~ ~~Fees~~ set forth in the Fee Schedule, the Client shall bear ~~the cost of any expenses~~ ~~Costs~~ incurred ~~or suffered~~ by CBL in connection with the provision of services ~~and products~~ provided to the Client or ~~in connection with any action reasonably undertaken on CBL's initiative in connection with the assets of the Client~~ ~~a Covered Asset~~.

### Article 26

The Client authorises CBL to debit the Client's account for CBL's ~~fees, commissions and other charges for services rendered, and expenses mentioned in Article 25 of these General Terms~~ ~~any Fees and Conditions~~ ~~Costs~~, as well as any other sums owed by the Client to CBL.

## 6. Instructions, Settlement and related information

### Article 27

CBL shall prescribe the formats, options, modes of communication and procedures by which a Client is to tender its instructions to CBL, as well as any authentication procedures or requirements. CBL may amend such formats, options, modes, procedures or requirements from time to time, and will advise the Client accordingly.

### Article 28

- 1) Except when the matching is not required, the Client shall match its instructions prior to the settlement through the functionality provided by CBL. It shall use for such purposes the mandatory fields described by CBL in the Governing Documents.
- 2) The Client shall settle its transactions on the ISD in accordance with the procedures prescribed in the Governing Documents. Late Matching Fail Penalties and/or Settlement Fail Penalties will be applied by CBL to the Client causing late matching and/or settlement instructions after the ISD in accordance with the CSDR and Settlement Discipline Regime as further specified in this Article 29.

- 3) CBL shall provide the Client with the access to information about the status of its settlement instructions under the format, timing, mode of communications and procedures prescribed by CBL in the Governing Documents.
- 4) CBL shall monitor the settlement fails of transactions caused by the Client for every ISD.
- 5) Pursuant to Article 14 of the Technical Standard 2018/1229, CBL shall regularly provide reports to the Commission de Surveillance du Secteur Financier (CSSF), as its national competent authority, and relevant authorities on the number and details of settlement fails caused by the Client and any other relevant information, including the measures envisaged by CBL and the Client to improve settlement efficiency. CBL shall publish those reports on its website on an annual basis in an aggregated and anonymised form in accordance with the CSDR.  
The expression “relevant authorities” shall be understood and read within the meaning of the Article 12 of CSDR.
- 6) When the Client has been identified as having the most significant impact on ~~the CBL system~~ ~~System~~ due to its high settlement fails rate, CBL shall establish working arrangements with the Client and, if needed, the relevant CCPs and/or trading venues in order to identify the main reasons of such fails. CBL shall (i) regularly monitor the application by the Client of the measures to improve its settlement efficiency and (ii) provide the CSSF and CBL’s relevant authorities, upon request, with any relevant findings resulting from such monitoring.
- 7) CBL may decide, in consultation with the CSSF, to suspend a Client that fails consistently and systematically to settle in ~~the CBL system~~ ~~System~~ on ISD and publicly disclose its identity (excluding personal data within the meaning of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended) only after (i) giving such Client the opportunity to submit its observations; and (ii) that CBL’s competent authority and the supervisory authority of that Client, if any, have been duly informed. For the purpose of this paragraph, a “Client that fails consistently and systematically” shall be understood and read in accordance with the Article 39.1 of the Technical Standard 2018/1229.

## Article 29

- 1) For each settlement instruction that fails to settle, CBL shall calculate and apply Late Matching Fail Penalties and Settlement Fail Penalties (together the “Penalties”), where relevant, as described in the Governing Documents.  
The Penalties are calculated and applied at the end of each Business ~~day~~ ~~Day~~ where the settlement instruction fails to settle.
- 2) CBL shall provide the Client with the details of the calculation of the Penalties for each failed instruction as well as the details on the account(s) related to such instructions on a daily basis. The Client shall ensure that it has the required connectivity to receive such daily report as prescribed in the Governing Documents.
- 3) The Penalties to be paid by the Client are collected by CBL in order to be distributed in accordance with Article 17 of the Technical Standard 2018/1229. For such purposes, the Client authorises CBL to debit its account for the payment of the Penalties to the counterparties affected by the fails. The net amount of the Penalties will be charged, collected and distributed by CBL on a monthly basis.  
The Penalties are collected and distributed for the sole benefit of the counterparties of the Client affected by the fails.  
CBL shall not use the Penalties to cover ~~costs~~ ~~Costs~~ related to this penalty mechanism.
- 4) When the Client is insolvent, Articles 28.7 and 29.3 of these General Terms and Conditions do not apply to the settlement fails caused by such Client as of the date of the opening of the insolvency proceedings and consequently,
  - i) Penalties shall no longer be calculated in respect of settlement fails caused by the insolvent Client;
  - ii) Penalties calculated in respect of settlement instructions involving the insolvent Client until that date will not be included in the aggregated net amounts referred to in Article 17 of the Technical Standard 2018/1229; and
  - iii) Penalties shall not apply to settlement instructions relating to the liquidation of positions of an insolvent Client.
- 5) Without prejudice of the Articles 12 and 21 of these General Terms and Conditions, the Client shall ensure that it has sufficient funds standing to the credit of any of its accounts to settle its transactions at ISD and to make the timely

payments resulting from the subscribed services (including the invoices, the manufactured payments, market claims and the payments of taxes) and the Penalties. The Client is solely responsible for the funding of its accounts at due date. CBL shall not be held liable for any settlement delays or fails or default of payments of the Client due to an insufficient funding of its accounts when required, unless it is due to the negligence or wilful misconduct of CBL.

### Article 30

For all transactions that are not cleared by a CCP nor executed on a trading venue, the Client must comply with any regulations regarding buy-in or cash compensation pursuant to Articles 7 and 7a of the CSDR and Article 21 and ff of the Technical Standard 2018/1229, provided that the related provisions are enforceable and not subject to a letter (or similar statement) of the ESMA or another competent regulatory authority. Accordingly, the Client, acting as receiving trading party in a buy-in transaction, shall ensure that CBL receives the information on the result of such buy-in transaction without undue delay.

### Article 31

Once an instruction has become irrevocable in accordance with the Governing Documents, CBL may ignore any subsequent cancellation or amendment of such instruction. Except when the matching is not required, the Client shall match its instructions prior to the settlement through the functionality provided by CBL.

### Article 32

- 1) ~~CBL may refuse to execute an incomplete or incorrect instruction.~~
- 1) CBL has the right, but not the obligation, to refuse, without prior notice, to execute an incomplete or incorrect instruction.
- 2) The Client shall be liable for any error it has made in composing or transmitting an instruction to CBL (including, but not limited to, the use of the required fields for the matching and/or the settlement of instructions as described in the Governing Documents).

### Article 33

CBL will regularly identify Clients in the CBL system-System as "key participant" according to the criteria set out in the CSDR and the Technical Standards and will notify them in writing. Such identification and notification are made for the purposes of the assessment, monitoring and management of (i) the operational risks that may be posed to CBL and the other Clients, and (ii) the material dependencies between the Clients and the ~~clients on behalf of which they are instructing~~Clients' clients. The Client so identified as "key participant" undertakes to provide CBL with all the necessary information, including information on ~~Client's clients~~Covered Holders being responsible for significant proportion of transactions processed by CBL or whose transactions, based on their volumes and values, are significant as matter of Client's risk-management capacity. By providing such information, the Client warrants that it is entitled to disclose it to CBL by completing questionnaires or other documents and, that the information made available is complete, true and accurate. CBL may rely on the information provided and shall have no obligation to carry out any personal investigation in respect thereof. In case the Client fails to deliver the required level of information and documents, CBL reserves the right to include such failure in its reporting to the competent regulators. CBL shall not be liable for any damages suffered by the Client and / or the Client's client(s) that may result from such disclosure or other measures taken by CBL in accordance with this Article.

### Article 34

- 1) The Client shall notify CBL in writing of the person or persons authorised to give instructions on its behalf. CBL has no obligation to carry out any investigation in that ~~respect~~respect and is not liable for relying on the authority of instructions by any such persons so notified by the Client.
- 2) Powers of attorney and signatory authorities lodged with CBL shall be valid unless, and until, a revocation or amendment sent by registered letter is received by CBL.
- 3) Unless such revocation or amendment specifies a later date, such revocation or amendment shall be considered effective on the second (2nd) ~~business-day~~Business Day after the date of its receipt by CBL.
- 4) Unless it has been negligent, CBL will not be liable to the Client for acting in good faith in relying upon documents or instructions regardless of the

medium through which such documents or instructions have been received, which bear authorised persons' manual or electronic signatures, powers of attorney, passwords, codes, or other indicia of authenticity which are later determined not to be genuine. The Client shall hold CBL harmless from ~~any loss, claim, liability or expense~~ **Costs** asserted against or imposed upon CBL as a result of such action.

- 5) CBL shall not be liable for the fraudulent use of an authorised person's manual or electronic signature. If CBL fails to detect the fraudulent use on documents of an authentic or forged signature and executes instructions on the basis of such documents, CBL shall, except in case of gross negligence or ~~wilful~~ **wilful** misconduct, be regarded as having executed a valid instruction of the Client and shall be released of its obligation to return to the Client any ~~Securities or cash~~ **Covered Assets** misappropriated due to such fraud. The Client shall have the burden of ~~proving the proof for any~~ **proving the proof for any** fraudulent ~~use of its signature~~ **use**.
- 6) **The Client undertakes to inform CBL if the client or representatives, persons acting on its behalf including affiliates, directors, officers, or beneficial owners, or any Covered Holder are subject to any applicable sanctions regime from any authority and undertakes not to issue any instructions to CBL as long as such sanctions apply.**
- 7) **The Client accepts that CBL may record telephone conversations, videoconferences or any other communications. Such recordings shall constitute evidence for settlement of disputes with the Client and may be used by CBL as evidence in legal proceedings with the same value in evidence as a written document.**

## Article 35

- 1) CBL has the right, but not the obligation, without prior notice to the Client not to execute an instruction ~~of the Client~~ **or not to fulfil an obligation or not to provide a service pertaining to a Covered Asset**, and/or to block the Client account(s), if:
  - a) **a Covered Person or Covered Asset is designated or affected by any sanctions, unless the Client provides evidence acceptable to CBL that this designation is not applicable to the instruction and the service pertaining to a Covered Asset, and is not applicable to the Client account(s); or**

- b) in CBL's reasonable opinion the execution of an instruction, or CBL keeping the Client account(s), or CBL holding ~~Securities or funds on the Client's behalf~~ **Covered Assets**, or the Client itself has contravened, is contravening or may contravene:
    - i) any Act, directly or indirectly applicable to a Covered Person, a Covered Asset or the services requested by the Client, performed or to be performed for the Client, or on the Client's behalf, by CBL;
    - ii) any contract, agreement or other instrument binding upon a Covered Person; ~~or~~
  - c) the Client has not provided CBL with the information and documentation requested by CBL, from time to time.
- 2) The blocking of the Client account(s) shall remain effective and CBL shall not be obligated to execute any ~~Client~~ **instruction** as long as the reasons which have led CBL to block the Client account(s) or to refuse executing an instruction ~~of the Client~~ **are** still ongoing in CBL's **reasonable** opinion, including after termination of the provision of the services ~~or products~~ **to the Client**. If CBL blocks the Client account(s), refuses to execute an ~~instruction of the Client~~ **instruction**, or executes an instruction ~~of a Client~~ **based upon the foregoing**, whether the Client challenges CBL's action or not, CBL shall not be ~~liable to the Client~~ **liable**.

## Article 36

CBL will inform the Client of the pertinent deadlines for the receipt of instructions for particular processing cycles. These deadlines may be amended by CBL from time to time. CBL shall not be obligated to execute (and shall bear no responsibility if it executes) any instruction in a particular processing cycle received after the deadline for such processing cycle.

## Article 37

Without prejudice to the provisions of the Governing Documents, and notwithstanding the content of any other communication from the Client, the Client hereby authorises to the fullest extent possible (but does not require) CBL to execute the Client's settlement instructions in advance of the settlement date specified by the Client and to credit the value from such settled transaction on the settlement date or as otherwise specified in the Governing Documents.



## Article 38

- 1) During the course of the contractual relationship with CBL and after termination thereof, the Client undertakes to provide CBL in a timely manner with all such information and documents as CBL may from time to time request, including for, but not limited to, the purpose of satisfying CBL's compliance policies and national or foreign compliance ~~requirements~~ **requirements or any requirements deriving from an Act**. Upon CBL's request, the Client shall provide to CBL such similar information concerning any person other than the ~~Client on whose behalf an account is opened with CBL~~ **Client**.
- 2) **The Client shall inform CBL of any Act that the Client is aware of that could impact or that impacts the Client or a Covered Asset.**
- 3) By providing ~~such~~ information, the Client warrants the completeness and accuracy of such information and authorises CBL to act upon such information, including, but not limited to, providing declarations, affidavits or certificates. CBL may rely on the information provided to it and shall have no obligation to carry out any personal investigation in respect thereof. The Client will hold CBL harmless from and indemnify CBL for any liability resulting from the Client's failure to provide complete and accurate information.
- 4) In case (i) the Client fails to provide, to the full satisfaction of CBL, the required level of information and documents to CBL or (ii) CBL becomes aware that the Client or any person for whom the Client holds assets or assets held with CBL is/are or is/are suspected to be linked to money laundering or terrorist financing operations or operations targeted under ~~sanctions-regulations~~ **any Act**, CBL may (i) block the Client's account or the relevant assets and/or (ii) transfer the relevant assets to the Luxembourg Caisse de Consignation **or any other entity** and CBL shall not be liable for doing so.
- 5) **The Client acknowledges and agrees that CBL may conduct client due diligence measures at any time during the relationship, including identity verification, ongoing monitoring, and enhanced due diligence where applicable, in accordance with applicable anti money laundering / countering terrorism financing laws and regulations. CBL reserves the right to suspend or terminate services in accordance with these General Terms and Conditions if unusual activity is detected and if the**

**Client fails to provide required information in a timely manner.**

- 6) **The Client agrees to disclose any potential conflicts that may affect the integrity of the services provided.**

## Article 39

In certain jurisdictions, CBL may be required, under ~~local legal an Act or regulatory provisions or~~ the articles of association of an issuer or the terms of issue applicable to Securities or transactions therein, to disclose, in certain circumstances, the identity of the direct and indirect holders and the beneficial owner of ~~Securities~~ **a Covered Asset**. Similar requirements may apply in relation to other types of assets, such as cash. Non-compliance with such disclosure obligations may result in the relevant ~~Securities-Covered Assets~~ being blocked (meaning that it is possible, that voting rights may not be exercised, that distributions and other rights might not be received, that the ~~Securities-Covered Assets~~ may not be sold or otherwise disposed of) or in other sanctions. The Client irrevocably instructs CBL to disclose to the relevant persons (including, but not limited to local governmental authorities, exchanges, supervisory authorities, self-regulatory organisations, intermediary brokers, investigating persons or issuers), at its own initiative without delay and without prior consultation with the ~~Client and / or the Client,~~ **information about** beneficial owner of the Client, the Client's and/or beneficial owner's identity, details on relevant transactions and holdings of ~~Securities or cash-Covered Assets~~ and other information or data required in order to allow CBL to comply with local requirements or the holders identification requirements as set out in the articles of association or the terms of the issue of the issuer. The Client undertakes to provide CBL with all such additional information that CBL may require in order to ensure compliance with the above requirements. CBL shall not be liable for any damages suffered by ~~the Client and/or the beneficial owner~~ **any Covered Holder** that may result from such disclosure or other measures taken by CBL.

## Article 40

In case CBL is involved in any litigation or investigation in connection with the holding of ~~Securities or cash on behalf of Covered Assets for~~ the Client or transactions in such ~~Securities or cash~~ **Covered Assets**, the Client authorises and irrevocably instructs CBL to provide, in the context of such litigation or investigation, all such

information, documents and evidence as shall be required or customary in the relevant jurisdiction and all such information as CBL shall deem necessary or advisable to protect its own interests and, if not conflicting, the Client's interests. CBL shall not be liable for any damages suffered by ~~the Client and /or the beneficial owner~~ a Covered Person as a result of ~~the Client that may result from~~ such disclosure or other similar measures taken by CBL.

## Article 41

The Client shall at all times exercise due care in ensuring and maintaining the security of the communications media by which it transmits instructions to CBL or receives reports from CBL.

## Article 42

CBL may alter or withdraw any communications facilities it provides to the Client with prior notice, unless exceptional circumstances preclude the provision of such notice.

## 7. Right of retention, pledge, set-off and other rights of CBL

### Article 43

CBL shall have a general right of retention, with respect to any ~~Securities and cash~~ Covered Asset held by ~~the Client within the CBL system~~ CBL, now or in the future, to secure the entire present or future obligations which the Client has or may subsequently have towards CBL, in consequence of the services ~~rendered and products provided~~ to it by CBL.

### Article 44

- 1) The Client hereby pledges in favour of CBL
  - (i) all ~~Securities and cash~~ Covered Assets held, now or in the future, by the Client ~~within the CBL system~~ with CBL,
  - (ii) present or future rights, titles and interests in and to such ~~Securities and cash~~ Covered Assets,
  - and (iii) all present and future claims of the Client against CBL to secure the entire present or future obligations which the Client has, or may subsequently have, towards CBL notably in consequence of any services and products provided by CBL to the Client, including any present or

future claims in connection with the use of the CBL ~~system~~ System and any claims resulting from any credit exposure or conditional credit or unavailable liquidity in a given currency in connection with any CBL services and products provided to the Client.

- 2) CBL may enforce the pledge without prior notice each time any claim of CBL against the Client is due but remains ~~unsatisfied in accordance with the relevant Governing Documentation~~ unsatisfied.

### Article 45

The Client must segregate proprietary assets from non-proprietary assets and notify CBL if ~~Securities or cash~~ Covered Assets are deposited in an account in CBL which the Client holds ~~on behalf of~~ for its clients and which may not be pledged. Upon receipt of such notification, CBL shall be entitled to demand, as a condition for continuing its relationship with the Client, adequate security for ~~such any~~ credit exposure of such Client to CBL. In the absence of such notification, CBL will be entitled to assume that all ~~Securities and cash~~ Covered Assets are held for the account of the Client.

### Article 46

- 1) Except to the extent that any credit balance on any account of the Client is, or represents, ~~Securities~~ Covered Assets which the Client holds ~~on behalf of~~ for its clients, CBL may set off any present or future claims against the Client against any ~~Securities~~ Covered Assets held now or in the future by the Client with CBL in any account and against any present or future claim of the Client against CBL on any basis. For such purpose, ~~Securities~~ Covered Assets prices are collected, where relevant, on a daily basis, from several recognised external information providers. If market prices are not available CBL may use evaluated prices from internal or external sources on the basis of objective and reasonable information available to it. CBL shall be authorised to sell any ~~Securities or cash~~ Covered Assets standing to the credit of the Client for this purpose, and may also for this purpose effect all conversions into a currency of its choice at the rate of exchange existing on the date of such conversion.
- 2) CBL reserves the right to transfer the balance of any account or subdivision in credit to any account or subdivision in debit at any time and without any prior notice, even if such accounts or sub-divisions are maintained in different currencies, or, if the

transactions therein are reported in different statements of account.

- 3) CBL will promptly notify the Client of any such set-off, transfer, sale or conversion done by it.

### Article 46a

- 1) The Client acknowledges and agrees that pursuant to the issuance documents relating to an issue or issuer, any Act (including, but not limited to, where relevant the law applicable to intermediaries that may be involved in the execution of any instruction of the Client or the law applicable to execution systems) or by virtue of a judicial or administrative decision, a right of clawback (i.e. the right to recover from the person to whom a certain amount of Covered Assets was paid, for example, at the time of a redemption, such amount of Covered Assets) in favour of the issuer or another third-party or authority entitled to recover the clawed-back amount (the "Requesting Party") may exist. In such cases, the Client expressly authorises CBL to block all or part of an equivalent amount of Covered Assets on the Client's account as CBL may deem fit, upon receipt of a request from the Requesting Party based on its right of clawback or, if in the reasonable opinion of CBL, there exists a risk that this type of request could be addressed to CBL. In this respect, CBL does not have any obligation to verify beforehand that the Requesting Party's request is legitimate, irrespective of the grounds on which the Requesting Party's request is based. CBL will use its best endeavours to inform the Client of the blocking, and where possible before such blocking occurs.
- 2) During the period where the relevant Covered Assets are blocked, the Client agrees and undertakes to keep its account(s) open with CBL.
- 3) The Client acknowledges and accepts that the blocked Covered Assets are pledged in favour of CBL in accordance with the conditions set out in the present General Terms and Conditions.
- 4) If CBL has not blocked such Covered Assets on the Client's account, and a Requesting Party demands CBL to return to it or an authorised third-party any Covered Assets covered by its right of clawback, the Client hereby agrees to promptly reimburse CBL the relevant Covered Assets. CBL will charge negative interest at the rate set out in the request made by the Requesting Party.
- 5) Notwithstanding the above, CBL is hereby authorised to debit from the Client's account any

such Covered Assets which needs to be returned to the Requesting Party or an authorised third-party, without any prior formal notice. Should a request from the Requesting Party arise after the Client has closed its account with CBL or, at a time the assets available in the account do not permit to satisfy, for any reason, the request of the Requesting Party (in particular in case of insufficient Covered Assets), the Client agrees and undertakes to promptly transfer in favour of CBL, the Covered Assets requested under the right of claw-back, irrespective of whether the Requesting Party's request has arisen before or after the closing of the account of the Client. It is, in any case, the sole responsibility of the Client to challenge the Requesting Party's request if the Client considers that such a request is not legitimate. CBL shall have no obligation to take any action to challenge such a request.

## 8. General provisions

### Article 47

- 1) To optimise CBL's services and product delivery, to benefit from human, infrastructure and technical resources, and to ensure CBL and CBL's Affiliate's regulatory compliance, CBL may engage an Affiliate or any other third party (outsourcing). Such third parties may in turn engage other third parties (chain-outsourcing).

Where CBL outsources services or activities to a third party, it remains solely responsible towards the Client and for discharging all its obligations under the Governing Documents and the applicable laws and regulations.

In case CBL designates one or more Sub-custodians for ~~securities held in the CBL-System~~ holding Covered Assets, such designation shall not be understood as an outsourcing.

- 2) The Client authorises CBL, and releases CBL from any professional secrecy or other confidentiality obligations, as applicable, to use and to share the Client Data with its Affiliates and other third parties for the performance of any or any part of the services or products to be provided by CBL pursuant to the Governing Documents, for the discharge of any of CBL's other obligations under the Governing Documents and for Business Purposes.

Statistics, analyses, and models prepared by CBL

on the basis of Client Data may be published by CBL or otherwise shared with a third party, irrespective of whether or not in exchange for money or other value for CBL, under the condition that such data is aggregated or otherwise anonymised so that an attribution of the data to the identity of the Client is not possible.

Affiliates or any other third parties may be located within or outside Luxembourg, be regulated or unregulated, and may or may not be bound by professional secrecy rules and the Client Data may be transferred to information technology systems, applications and platforms which may be cloud based and/or located outside of Luxembourg or the European Union and irrespective of whether proprietary to and/or maintained by CBL, its Affiliates or any other third party.

The Client acknowledges and agrees that Client Data may be required to be disclosed (a) for compliance with requirements of any market infrastructure required to be used in the provision of CBL's services or products to the Client, (b) by operation of any applicable law or regulation or (c) to courts, regulators and authorities having jurisdiction over CBL, its Affiliates or any other third parties engaged by CBL or its Affiliates.

- 3) Details of outsourcings and sharing of Client Data by CBL are provided in the Client Data Sharing Summary.
- 4) The Client undertakes to take appropriate measures and to notify and to procure the relevant authorisations from its clients, representatives or other related persons where necessary to allow the outsourcings and the sharing of Client Data as provided in the Governing Documents.

## Article 48

- 1) CBL undertakes to perform such duties and only such duties as are specifically set forth in these General Terms and Conditions or in the Governing Documents. In the absence of negligence or wilful misconduct on its part, CBL shall not be liable to the Client for any **costs**, 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 **and products** or the taking of any action contemplated hereby and by the Governing Documents. **CBL further shall not be liable for any failure to act where acting would, in CBL's opinion, however, have been unreasonably onerous or could adversely affect the CBL System. CBL shall not be liable for any indirect or**

unforeseeable loss, claim, liability, expense or other damage unless such action or omission constitutes gross negligence or wilful misconduct on the part of CBL.

- 2) CBL shall not be liable for any action taken, or any failure to take any action required to be taken ~~which fulfils its obligations or rights 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, (i) civil or labour disturbances, war, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, flood or water damage, acts of ~~God, act of any governmental authority or threat of any authority (de jure or de facto), legal~~ **God** constraint, fraud or forgery, accident, explosion, mechanical breakdown, computer or systems failure, failure of equipment, failure or malfunction of communications media, or interruption of power supplies; (ii) the failure to perform, for any reason, of the Client's counterparty or of such counterparty's custodian or sub-custodian, or financial institution; (iii) acts or omissions of (or the bankruptcy or insolvency of) issuers ~~and or~~ **any** entity acting for such issuers, **or acts or omissions of** order routers; (iv) the acts or omissions of (or the bankruptcy or insolvency of) any of CBL's Sub-custodians or of any other clearance or settlement system or of any carrier transporting securities between CBL and/or any of the foregoing; (v) 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 **a Delivery or** payment instructions; (vi) ~~Reversal order, law, judicial process, decree, regulation, order or other action of any government, authority, court, self-regulatory organisation, government agency~~ **Act** or instrumentality of government. ~~Except in the case of CBL's negligence or wilful misconduct, CBL shall not be liable for delays in carrying out instructions sent by the Client to deliver Securities caused by (a) a suspension of settlement triggered by CSDs, or (b) any other type of suspension affecting a Security that has been triggered by or in connection with an issuer or any entity acting for an issuer, or (c) for unsolved reconciliation issues at the level of the Client, issuers or any entity acting for such issuers or any Sub-custodians.~~ **Reversal Order.**

The risks of the above events shall be borne by the Client. Except in the case of CBL's negligence or wilful misconduct, CBL shall not be liable for delays in carrying out instructions sent by the

- Client to deliver Covered Assets caused by (a) a suspension of settlement triggered by CSDs, or by (b) any other type of suspension affecting a Covered Asset that has been triggered by or in connection with an issuer or any entity acting for an issuer, or by a Sub-custodian, or (c) for unsolved reconciliation issues at the level of the Client, issuers or any entity acting for such issuers or any Sub-custodians.
- 3) ~~If, however, If~~ a Client suffers any loss or liability as the result of any act or omission of, or the bankruptcy or insolvency of, any entity acting for issuers and in charge of such issuers register, CBL's Sub-custodians or of any other clearance or settlement system or of any carrier transporting securities between CBL and/or any of the foregoing, CBL may, subject to prior indemnification, take such steps in order to effect a recovery as it shall reasonably deem appropriate under all the circumstances. ~~This is provided that CBL~~ CBL shall charge to the Client any Costs incurred in effecting, or attempting to effect, such recovery, unless it shall be liable for such loss or liability by virtue of its gross negligence or wilful misconduct, ~~shall charge to the Client the amount of any cost or expense incurred in effecting, or attempting to effect, such recovery.~~
- 4) If, in CBL's judgement, one of the events described in this article occurs or appears likely to occur, CBL reserves the right to undertake such measures as it may deem necessary, in particular, to protect its ~~interests~~ interests and the interests of the CBL System.
- 5) The Client shall bear the consequences, assume the liability and hold CBL harmless for any risks introduced by or in relation to the Client into the CBL System.
- 6) CBL ~~may~~ may, assign any contract, claim or right it has against a third party relating to ~~the assets of the Client~~ Covered Assets to the Client and the Client hereby accepts such assignment. CBL shall not be liable in case the Client is unable to recover any Covered Assets following such assignment.
- 7) Losses in a collective holding of a particular class of Securities are to be borne jointly and on a pro-rata basis by the co-owners of the collective holding on the basis of the credit balance existing at the time where the loss occurred. If it is not possible to determine such time, the close of the books on the day immediately preceding the day on which the loss was notified to holders shall be conclusive. ~~If a loss can be attributed to one or more specific Clients, there will be no sharing among other co-owner Clients.~~
- 8) If a loss occurs with respect to a collective holding of a particular class of Securities eligible as collateral for Eurosystem credit operations, ~~whether issued in NGN or in NSS irrespective of their issuance~~ form, and granted as collateral to a Eurosystem member national central bank(s) for the purposes of monetary policy operations or intraday credit operations, all the holdings in such particular class of Securities credited to each Eurosystem member national central bank account with CBL shall be excluded from the basis of calculation of the loss sharing and exempted from such loss sharing.

### Article 49

- 1) In the event of any dispute ~~between~~ or conflicting claims by ~~the Client~~ a Covered Holder and any other person or persons with respect to ~~the Securities Covered Assets~~ or property held by CBL ~~for the Client with itself or a Sub-custodian~~ Covered Persons, CBL shall be entitled, at its option, to refuse to comply with any and all claims, demands or instructions with respect to such assets or persons so long as such dispute or conflict shall continue, or, at its discretion, to commence (at the Client's expense) an action in interpleader, for the transfer of the assets to a sequestrator or any similar procedure, to determine the conflicting claims. CBL shall not be or become liable in any way for its failure or refusal to comply with such conflicting claims, demands or instruction or for its commencement of an interpleader, sequestrator or similar action. CBL shall be ~~entitled~~ entitled, but not obliged, to refuse to act until either (a) such conflicting or adverse claims or demands shall have been (i) finally determined by a court or (ii) settled by agreement between the conflicting parties and CBL shall have received evidence in writing satisfactory to CBL of such agreement and provided such settlement does not cause a Covered Person to violate any Act, or (b) CBL shall have received security or an indemnity satisfactory to CBL (from a party whose creditworthiness is satisfactory to CBL) sufficient to keep CBL harmless against any and all Costs and liabilities which CBL may incur by reason of its acting. Notwithstanding the preceding sentence, CBL shall be ~~entitled~~ entitled, but not obliged, to continue to refuse to act ~~if as long as it shall not have received satisfactory comfort that~~ acting would not cause it ~~or~~ a Covered Person to violate an Act.
- 2) If CBL becomes party to any national or foreign litigation or dispute in relation to ~~the assets held by CBL for the Client with itself~~ Covered Assets or a



~~Sub-custodian~~Covered Persons, the Client shall intervene in such litigation or dispute, to defend its interests, and shall do nothing that could adversely affect CBL. The Client shall use its best efforts to ensure that CBL is released and discharged from such dispute or litigation or any liability with regard to the assets in dispute.

- 3) ~~If CBL or its Sub-custodian is ordered by any Act to freeze, transfer or turnover any Securities or cash relating to the Client to a third party, CBL shall be released of any duty, including any duty of restitution or payment with respect to such assets upon CBL complying with such Act and CBL may not be held liable for such compliance.~~
- 3) In the event of any dispute or conflicting claims by a Covered Holder and any other person or persons with respect to Covered Assets or Covered Persons, the Client undertakes to take or, where relevant, to cause any Covered Holder to take all appropriate measures to defend the interests of the Client and/or the Covered Holder, and to do nothing that could adversely affect CBL.

## Article 50

- 1) ~~CBL shall provide statements of account to the Client on a daily basis as specified in the Governing Documents.~~
- 2) ~~The Client shall reconcile its records with the statements of accounts provided by CBL on a daily basis. The Client is solely responsible for its internal reconciliation process and to complete daily the necessary reconciliation in its books.~~
- 3) ~~The Client shall inform CBL of any errors in any statements or related information by the end of the business day following the day on which such~~

~~statement or information was made available by CBL.~~

- 4) ~~In the absence of notification within the timeline specified above in paragraph 3, the statements or the related information shall be considered to have been accepted and approved.~~
- 1) CBL reserves the right to reverse any erroneous debit or credit entries to any account at any time, including any entries reversed in CBL's account with a Sub-custodian. An erroneous debit or credit entry shall include, but not be limited to, a debit or credit made in connection with a transaction which becomes subject to a Reversal Order.
- 2) Regarding Bridge Transactions, if Euroclear fails to pay CBL an amount due under the Bridge Agreement, CBL is hereby authorised by the Client to debit from the Client's relevant account(s) the amounts previously credited as a result of Bridge Transactions pro rata to the unpaid amount due by Euroclear as described in the Governing Documents. Such debit will be provisional, subject to the full resolution of all claims that may be asserted under the letter of credit provided by Euroclear for the Bridge Agreement, and any other claims available to CBL with respect to such failure to pay. If CBL is not able to recover its entire exposure via the said letter of credit provided by Euroclear, or any other claims available to CBL with respect to such failure to pay, the debit will then become final and borne pro-rata by the impacted Clients on the basis of the balance existing at the time where Euroclear's failure occurred.
- 3) CBL reserves the right to apply interest adjustment in respect of any reversal or credit/debit to an account and inform the Client in the forms set out by the Governing Documents.

## Article 51

- 1) The Client undertakes to comply with:
  - i) any Act, directly or indirectly applicable to a Covered Person, a Covered Asset or the services requested by the Client, performed or to be performed, for the Client, or on the Client's behalf, by CBL;
  - ii) any contract, agreement or other instrument binding upon a Covered Person.
- 2) The Client accepts and agrees to bear any and all effects of the Act, contract, agreement or other instrument ~~binding upon a Covered Person~~ referred to in the preceding paragraph.
- 3) Where the free availability of Covered Assets is temporarily affected in relation to an Act, an uninstructed action of a Sub-custodian, or any other event beyond CBL's reasonable control (including, without limitation, events as mentioned in Article 48 paragraph 2), CBL may reflect this unavailability onto the Covered Assets held in the accounts of the Clients for which CBL holds the affected Covered Assets.
- 4) In the event of (i) a debit of Covered Assets from an account or register held by CBL with a Sub-custodian or (ii) if a Covered Asset held by CBL becomes permanently unavailable, in each case in relation either to an Act, an uninstructed action of a Sub-custodian, or any other event beyond CBL's reasonable control (including, without limitation, events as mentioned in Article 48 paragraph 2), CBL may reflect this debit or permanent unavailability, with discharge, onto the Covered Assets held in the accounts of Clients for which CBL holds the affected Covered Assets.
- 5) In the cases described in paragraphs 3 and 4, where the unavailability has been in place for a period of seven (7) days, the Client authorises CBL to convert all or part of the relevant cash into euros, at the risks and at the expense of the Client.
- 6) If CBL or any of its Sub-custodians is ordered by any Act to transfer or turn over any Covered Assets, CBL may comply with such order and execute it without any further condition, and CBL shall, upon it or its Sub-custodian acting upon such order, be released of any duty, including any duty of restitution or payment with respect to such Covered Assets and CBL may not be held liable for its compliance or the compliance by its Sub-custodian with such order.
- 7) If the debit, transfer or turnover referred to in the preceding paragraphs affects more than one

Client, the consequences of such debit, transfer or turnover are to be borne jointly and on a pro rata basis by the relevant Clients on the basis of the credit balance existing at the time where the loss occurred. If it is not possible to determine such time, the close of the books on the day immediately preceding the day on which the loss was notified to holders shall be conclusive. If a loss can be attributed to one or more specific Clients, there will be no sharing among other Clients.

## Article 51a

- 1) The Client shall indemnify CBL against any ~~loss, claim, damage, liability or expense~~ Costs imposed on or incurred by or asserted against CBL,
  - a) as a result of the failure of the Client to ~~fulfil~~ comply with the ~~obligations set forth in the preceding sentence~~ Governing Documents; or
  - b) ~~as a result of any contravention against the items set forth in the preceding paragraph; or~~
  - c) as a result of any circumstance which has led to the blocking of the Client's or CBL's account or to a refusal to execute an instruction of the Client; or
  - d) by virtue of the fact that CBL holds ~~Securities or cash~~ Covered Assets deposited by the Client or has received payments in connection therewith, or in connection with, any transaction performed, or to be performed, at the instruction or on behalf of the Client, and, arising out of, or, caused by the operation of any of the items set forth in ~~the preceding paragraph~~ Article 52; or
  - e) as a result of the Client's direct instruction to issuers or any entity acting for such issuers; or
  - f) as the case may be, as a result of the exercise by ~~the final investors or by the Client, a Covered Person~~ of their respective rights to claim direct proprietary rights in their respective assets held by CBL in the relevant issuer's register; or
  - g) as a result of any actions, proceedings, claims or demands being taken or asserted ~~by a third party~~ against CBL or any Sub-custodian as a result of CBL providing services to the Client; or
  - h) as a result of CBL's performance under or in connection with these General Terms and Conditions.
- 2) CBL shall determine any indemnity amount due to it pursuant to these General Terms and Conditions. A certificate as to any such amounts payable submitted to the Client by CBL shall be conclusive

in the absence of manifest error. The Client authorises CBL to debit ~~any sums owed to CBL pursuant to this Article 52~~ the amounts so determined from the Client's account without prior notice and without need for CBL to obtain any form of court order against the Client prior to debiting said sums.

## Article 52

- 1) The Client can access the account positions of the Covered Assets held with CBL as specified in the Governing Documents.
- 2) The Client shall review the account positions of the Covered Assets held in its account(s) with CBL and reconcile its records with such positions on a daily basis. The Client is solely responsible for its internal reconciliation process and to complete daily the necessary reconciliation in its books.
- 3) The Client shall inform CBL of any errors in any account positions of the Covered Assets held in its account(s) with CBL by the end of the Business Day following the day on which such information was made accessible to the Client.
- 4) In the absence of notification within the timeline specified above in paragraph 3, the positions shall be considered to have been accepted and approved.

## Article 53

CBL may assume that the Client has full legal capacity to hold or dispose of the ~~assets~~ Covered Assets that it keeps with CBL, unless and until CBL has been notified to the contrary by the Client, or, by any government, authority, court, self-regulatory organisation, government agency or instrumentality of government, or by any trustee, liquidator, receiver, conservator, sub-custodian, administrator or similar official appointed with regard to the Client's ~~assets~~ Covered Assets under any bankruptcy, insolvency, liquidation, reorganisation, investor protection, composition or banking or similar law. The Client shall immediately notify CBL in writing of any changes in the Client's legal capacity or in the Client's rights in respect of ~~Securities or cash~~ Covered Assets deposited by the Client with CBL. This includes, but is not limited to, the Client promptly, and in any event without undue delay, notifying CBL in writing of any change affecting its governance structure, ownership structure (including any direct or indirect change of control), legal representatives, persons acting on its behalf, or country of operations or registration. Such notification shall include sufficient detail to enable CBL to assess

the impact of the change. The Client shall be solely and entirely liable for any consequences resulting from the Client's failure to fulfil this obligation.

## Article 54

~~Unless to the extent specifically waived in whole or in part by CBL,~~ CBL may regard all transactions conducted by a Client with or through CBL as ~~inter-related~~ interrelated. Consequently, CBL ~~may, except to such extent,~~ may decline to provide services or perform any obligation if the Client does not fulfil its obligations under the Governing Documents or any other agreement between CBL and the Client.

## Article 55

The Client shall provide annual audited financial statements and balance sheets to CBL as soon as possible, and shall promptly provide such additional information relating to the Client's finances as CBL may reasonably request.

## Article 56

- 1) The Client may terminate its participation in the CBL System and CBL may terminate the participation ~~to of the CBL system~~ Client upon not less than one (1) month's written notice. ~~The~~ Neither the Client nor CBL shall have ~~no any~~ obligation to disclose its reasons for such termination.
- 2) Notwithstanding the foregoing CBL reserves the right to terminate or suspend the provision of services ~~or products~~ to the Client with immediate effect, and without prior notice or other formalities, including, but not limited to, upon the occurrence of any of the following events:
  - a) If the Client no longer meets one or more CBL's criteria for participation, and/or the participation of such Client in the CBL ~~system~~ System materially impairs the CBL ~~system~~ System, the interest of CBL or any other Clients, including in particular:
    - i) the Client is in breach of any obligation incumbent upon it under the Governing Documents or any other agreement between CBL and the Client;
    - ii) the financial ~~position~~ soundness of the Client is threatened;
    - iii) the guarantees obtained are insufficient, or the guarantees requested have not been obtained;

- iv) by continuing its relationship with the Client, CBL may be subject to a liability claim;
- v) the operations of the Client appear to be contrary to public policy or standards of decency;
- vi) the Client fails in its duty of good faith,
- vii) the Client is subject to **administrative or criminal investigations**.

CBL will send a notice to the Client within thirty (30) calendar days to explain the reasons of such termination or suspension of **services**~~services~~ or **products**, to the extent such notification is permitted by law.

- b) In each case where CBL is entitled to block the Client account(s) or to refuse to execute instructions of the Client pursuant to **Article 35**~~of~~ these General Terms and Conditions;
- c) If circumstances arise which CBL reasonably believes would affect the Client's ability to fulfil the obligations incumbent upon it under the Governing Documents or any other agreement between CBL and the Client, including, but not limited to, the occurrence of any of the following events:
  - i) the commencement by the Client, or by any other person (including any supervisory or regulatory authority) with respect to the Client, of a case or other proceeding seeking liquidation, reorganisation or other similar relief with respect to the Client or its debts under any bankruptcy, composition, receivership, conservatorship, insolvency or other similar law now, or hereafter, in effect or seeking the appointment of a trustee, receiver, conservator, liquidator, custodian, administrator or other similar official of it or any substantial part of its property under any such law;
  - ii) the authorisation of a measure described in (i) by a corporate governing body of the Client;
  - iii) an admission by the Client of its inability to pay its debts generally as they become due;
  - iv) the calling by the Client of a general meeting of its creditors for the purpose of seeking a compromise of its debts;
  - v) a general assignment by the Client for the benefit of its creditors;
  - vi) the attachment or execution upon or against any asset or property of the Client; or
  - vii) the suspension of operations, the assumption or substitution of management, or any other change

in control in the affairs of the Client resulting from the action of any court, tribunal, government, governmental authority, regulatory or administrative agency or governmental commission.

- d) If any change occurs in the circumstances under which the contractual relationship between CBL and the Client was concluded, which could not reasonably have been taken into account at the time of such conclusion and which exposes CBL to a risk which it is not, under the contractual relationship normally required to bear.

This paragraph 2 is subject to the application of any Act and in particular to any resolution actions or orders, reorganisation or winding up measures triggered by competent resolution authorities or by any entity or person appointed by any of them in application of their supervisory and resolution powers in the context of the Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended (BRRD).

- 3) The provision of all or part of the services by CBL shall be automatically terminated thirty (30) calendar days after the notification by CBL's competent authority of the final decision to withdraw CBL's regulatory authorisations to all or part of the services in accordance with the Article 20 of the CSDR.

### Article 57

- 1) For the purpose of the closing of Client's account(s) with CBL, CBL shall hold at the disposal of the ~~Client the Securities Covered Assets~~ or cash standing to the credit of the Client's account unless otherwise agreed in writing with the Client.
- 2) The Client must withdraw all its ~~Securities and cash~~ **Covered Assets** with CBL or give CBL appropriate transfer instructions with respect to such assets within the aforementioned period of thirty (30) calendar days. CBL may, at any time thereafter, sell all Securities held for the Client and convert all cash positions into one single currency. Funds not withdrawn within the statutory limitation period after the termination of the account relationship shall definitively and finally accrue to CBL. During the statutory limitation period, the funds will either be booked on a non-interest bearing account with CBL or deposited with the Caisse de Consignation, at the discretion of CBL and in accordance with the law.

3) Any such Delivery to the Client or a third party shall be at the Client's expense and risk and shall, whenever the Securities are able of physical Delivery, unless otherwise reasonably instructed by the Client, be made to the then current mailing address on file at CBL for the Client.

a) The above provisions are without prejudice to CBL's right to:

- i) block or keep blocked ~~Securities and cash~~ **Covered Assets** in case CBL is entitled to block the Client's accounts pursuant to Article 35 of these General Terms and Conditions;
- ii) set-off against or retain from such ~~Securities and funds~~ **Covered Assets** to be delivered any amounts which are due to, or which may become due to, CBL ~~from by~~ such Client;
- iii) retain such ~~Securities and cash~~ **Covered Assets** to provide for the payment in full of any amounts which are due to, or which may become due to, CBL from such Client.

b) The termination of the provision of services **and products** to the Client for any reason shall not affect any right or liability arising out of events occurring prior to the effectiveness thereof.

c) CBL shall have no liability to any Client or other person as a result of any termination or other action pursuant to this Article 57 and the preceding Article 56 of these General Terms and Conditions.

4) ~~The Governing Documents and CBL Fee Schedule shall continue to govern the winding up of current transactions until the final liquidation of the Client account(s).~~

5) **The Governing Documents, including the CBL Fee Schedule shall continue to govern the winding up of current transactions and more generally any Covered Assets held with CBL until the final liquidation of the Client account(s) or the end of any dispute, whenever initiated, in relation to the Covered Holder or the Covered Assets.**

6) **All indemnifications, payment undertakings, warranties, risk allocations, limitations of liability set out in these General Terms and Conditions shall survive the termination of the contractual relationship between the Client and CBL.**

## Article 58

The Client agrees that CBL's books and records (regardless of the media in, or upon, which such are maintained) shall constitute sufficient evidence of any

obligations of the Client to CBL and of any facts or events relied upon by CBL. CBL shall have no contractual obligation to maintain any record relating to services **and products** provided by CBL to the Client after the expiration of ~~a the preservation period of ten(10) years from the time of the generation of such record~~ **provided for by law.**

## Article 59

Any action, claim or counterclaim by a Client relating to services provided (or the failure to provide or properly perform services) by CBL to the Client shall be barred upon the expiration of such period of three (3) years unless applicable law would bar such an action, claim or counterclaim upon the expiration of a shorter period, in which case such an action, claim or counterclaim shall be barred upon the expiration of such shorter period.

## Article 60

Except as may be expressly provided therein, the Governing Documents and any other agreement between CBL and a Client are solely for the benefit of CBL and the relevant Client. No other party (including, without limitation, any client, **beneficial owner**, participant or other entity on whose behalf the Client may be acting) shall have or be entitled to assert any rights, claim or remedies against CBL.

## Article 61

If any term or other provision of these General Terms and Conditions is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of these General Terms and Conditions shall nevertheless remain in full force and effect so long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to both the Client and CBL. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, CBL will modify these General Terms and Conditions so as to effect the original intent of both the Client and CBL as closely as possible, in an acceptable manner to the end that the relationship contemplated hereby is fulfilled to the greatest extent possible.

## Article 62

1) These General Terms and Conditions **and any non-contractual obligations arising out of or in connection with the Client** shall be governed by and



construed in accordance with the laws of the Grand Duchy of Luxembourg. Matters not expressly provided for in these General Terms and Conditions shall be governed by the applicable provisions of Luxembourg law.

- 2) All Clients of CBL may submit complaints or claims related to products and services to their relationship manager. The compliance department ensures the oversight over complaints handling and, if necessary, informs the management of CBL of the complaint. The Client complaint handling procedure is available on the website of CBL. If the Client is not satisfied with the complaint handling, then as the second step, the Client can directly contact the Chief Client Officer of CBL. Within one month of receipt of the complaint by CBL, the Client will receive a written answer. In the case of specific circumstances or particular difficulties, the handling of a complaint may exceed one month; in this case, the reason for the delay and the date of the reply are communicated to the Client. If, after having followed the procedure and steps set out above the Client is not fully satisfied with CBL's handling of its complaint (e.g. because the timeframe for the handling of the complaint announced by CBL has elapsed, if its admission is refused or if the petition is rejected), the Client can contact the competent supervisory authority as described below latest within one year of first filing a complaint with CBL. The CSSF is competent to receive complaints from Clients and to act as an intermediary in order to seek an amicable settlement of these official complaints. The opening of the official complaints procedure is subject to the condition that the procedure and steps set out in the previous clause have been completed by the Client.
- 3) Any litigation arising under or pursuant to the contractual relationship among the Client and CBL shall be subject to the exclusive jurisdiction of the competent Luxembourg courts.
- 4) Notwithstanding the preceding paragraph, CBL shall have the right to bring an action against the Client before any other court having jurisdiction, under the ordinary rules of procedure and, in particular, according to the applicable jurisdiction rules of the relevant European regulations or applicable conventions.
- 5) ~~For any claim in tort against CBL, the courts of Luxembourg, Grand Duchy of Luxembourg, shall have exclusive jurisdiction.~~
- 6) The Client waives to the fullest extent permitted under the applicable law jurisdictional immunity

and immunity from execution, whether on the basis of sovereignty or otherwise, in any proceeding hereunder and in any proceeding to recognise or enforce any decision in connection or arising out of the dispute.

### Article 63

Whenever the processing by CBL of personal data related to (i) the Client; (ii) the performance of its obligations under the Governing Documents; (iii) Client's activities in the CBL system is required for the performance of CBL's activities and/or services, the Client is hereby informed and acknowledges that the notice of European Union data protection terms, any other relevant Governing Documents, and the relevant laws and regulations on data protection shall apply to the protection of such information.

### Article 64

- 1) CBL reserves the right to amend these General Terms and Conditions as well as any other Governing Documents at any time.
- 2) For these General Terms and Conditions, CBL shall notify the Client in writing by electronic means or by registered mail of any such amendment and of the effective date thereof. Without prejudice to paragraph 4), unless the Client informs CBL in writing to the contrary within ten Business Days following the date of dispatch of CBL's notice, the Client shall be deemed to have accepted such amendments.
- 3) ~~For these General Terms and Conditions~~the remaining Governing Documents, CBL shall notify the Client ~~in writing~~ by electronic means ~~or by registered mail~~ of any such ~~amendment~~ amendments and of the effective date thereof. ~~Unless the Client shall inform CBL in writing to the contrary within ten business days following the date of receipt of CBL's notice, the Client shall be deemed to have accepted such amendments.~~
- 4) ~~For the remaining Governing Documents, CBL shall notify the Client by electronic means of any such amendments and of the effective date thereof.~~ The amendments to any Governing Documents will be published through CBL's internet site. The electronic version of the Governing Documents as published on CBL's internet site in English shall be at any time the legally binding version of these Governing Documents.

## Article 65

Any right or authority granted to, or reserved by, CBL in these General Terms and Conditions shall be exercisable by CBL in its sole discretion.

## Article 66

- 1) Any communication made available in writing by CBL by registered or standard mail shall be deemed to have been received ten ~~business days~~ **Business Days** after it has been mailed to the then current mailing address on file at CBL for the Client.
- 2) Any communication made available by electronic means by CBL, including email, shall be deemed to have been received one ~~business day~~ **Business Day**

after it has been communicated to the then current contact details on file at CBL for the Client.

- 3) The Client is responsible for keeping the contact details of ~~his~~ **its** Clearstream website registration current and valid. The Client may designate a new mailing address or new contact details at any time by providing CBL with written notice thereof.
- 4) Any notice to be provided by the Client to CBL in pursuance of the Governing Documents (including these General Terms and Conditions) shall be made in writing by registered mail, unless otherwise specified therein. Correspondence for CBL should be sent to:

Clearstream Banking S.A.  
42, Avenue JF Kennedy  
L-1855 Luxembourg.