

CBL Service Form

„Smart Realignment“ Service Request

Clearstream Banking S.A.
Attention: Client Data Management
L-2967 Luxembourg

Client (account holder)

Registered Company name (in full)

Contact person (first and last name)

Telephone

Email

CBL account number

hereinafter referred to as „Client“.

The Client requests to use the “Smart Realignment” Service provided by Clearstream Banking S.A. (“CBL”).

The Client hereby acknowledges receipt of and expressly confirms acceptance to be bound by the Special Conditions for the Smart Realignment Service as set out in Appendix 1 of this application.

The requested changes to the account(s) specified in this application will be implemented subject to CBL’s review and acceptance. The Client expressly waives the right to receive an explicit notice of acceptance from CBL. Notification will only be provided in the event of a rejection.

If you have any questions, please contact your Relationship Officer.

Service feature

(only one option can be chosen)

- “Full scope service”**
considering any securities delivery instructions that are failing due to a lack of securities in markets eligible for the service.

- “Special scope service”**
considering only securities delivery instructions that are failing in relation to Client’s Eurex “special repo” trading activity.

Accounts and functions to be applied

CBL account number (5-digit)	“Target”	“Source”
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Power of Attorney

Provided that the Client, in addition to its subscription to the Smart Realignment Service offered by CBL, has subscribed or will subscribe to the Smart Realignment service offered by Clearstream Europe AG (CEU) for accounts held with CEU, the Client hereby grants a power of attorney to CBL.

Accordingly, the Client hereby authorises CBL, in connection with the Smart Realignment Service, to:

- i. exchange information with CEU;
- ii. generate securities delivery instructions from or to the account(s) of the Client held with CEU for which the Client has subscribed to the Smart Realignment service offered by CEU; and
- iii. execute securities delivery instructions received from CEU on Source Accounts or Target Accounts listed in this service form.

The Client confirms that it has granted or will grant CEU a corresponding power of attorney in connection with the Smart Realignment Service, authorising CEU to perform the actions described in the preceding paragraph in relation to the Client's accounts held with CEU and CBL for which the Client has subscribed to the respective Smart Realignment service.

Authorised signature(s)

Signature

Signature

Name

Name

Title

Title

Place

Place

Date

Date

Appendix 1 to the „Smart Realignment“ Service Request: Special Conditions for the „Smart Realignment“ Service

1. Definitions

- 1.1 The term “CBL” shall mean Clearstream Banking S.A.
- 1.2 The term “Client” shall mean the legal person or entity that has submitted the service form and accepted these Special Conditions for the purpose of receiving the Smart Realignment Service.
- 1.3 The term “Client Handbook” shall mean the Client Handbook of CBL.
- 1.4 The term “General Terms and Conditions” shall mean the General Terms and Conditions of CBL.
- 1.5 The term “Smart Realignment Service” shall mean the services hereunder to which the Client subscribed, as specified in section 3.
- 1.6 The term “Source Account” shall mean the account(s) of the Client in CBL designated in the service form as source account(s).
- 1.7 The term “Target Account” shall mean the account(s) of the Client in CBL designated in the service form as target account(s).
- 1.8 The term “Special Conditions” shall mean these Special Conditions for the Smart Realignment Service.
- 1.9 Capitalised terms not defined herein shall have the meaning given to them in the General Terms and Conditions and the Client Handbook.

2. Authorisation of CBL

The Client hereby authorises CBL to perform the Smart Realignment Service in respect of all Target Accounts and Source Accounts.

3. Smart Realignment Service

- 3.1 In the event of a settlement fail concerning one or more of the Target Accounts within the service scope selected by the Client in the service form, CBL shall provide the automated generation of free-of-payment securities delivery instructions from the Source Account(s) to the Target Account(s), on behalf of and for the account of the Client (the “Smart Realignment Service”).
- 3.2 If Client selected “full scope service” in the service form for both the relevant Source Account(s) and Target Account(s), any failing securities delivery instructions within the scope defined in the Client Handbook will trigger the Smart Realignment Service.
- 3.3 If Client selected “special scope service” in the service form for either the relevant Source Account(s) or Target Account(s), only failing securities delivery instructions to specific accounts enumerated in the Client Handbook with Eurex Clearing AG as receiving counterparty will trigger the Smart Realignment Service.

4. Eligibility criteria

- 4.1 The Client confirms and represents that all accounts listed above as Target Accounts and/or Source Accounts comply with, and will continue to comply with, the eligibility criteria for this service throughout the duration of the service subscription.
- 4.2 To comply with the eligibility criteria, the accounts must:
 - Be the Client’s securities accounts with CBL,
 - Be linked to the same legal entity (LEI ID) as the relevant other Target Account(s) and/or Source Account(s),
 - Hold the Client’s proprietary assets and be designated as “own assets” accounts, and

– Not be used for special purposes such as pledge or transfer accounts.

Additional eligibility criteria may apply, as defined in the Client Handbook.

4.3 If an account ceases to meet the eligibility criteria at any time, CBL may suspend or terminate the Smart Realignment Service for that account without prior notice.

5. Operational Framework and Limitations of Liability

- 5.1 The subscription to the Smart Realignment Service does not discharge the Client from its responsibility to settle instructions on the intended settlement date. CBL shall not be liable to the Client for any failure by the Client to settle instructions on the intended settlement date, or for any insufficiency of securities in the Client's accounts.
- 5.2 The Client acknowledges the operational framework and inherent risks of the Smart Realignment Service as expressly outlined in the Client Handbook. Subject to section 5.3, the Client agrees not to hold CBL liable should any of these risks materialise.
- 5.3 CBL's liability for the provision of the Smart Realignment Service shall be as set out in the General Terms and Conditions.

6. Termination

The Smart Realignment Service may be terminated by either Party at any time with ten business days' written notice.

7. Amendments

CBL reserves the right to amend these Special 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. Unless the Client informs 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.

8. General Terms and Conditions and Client Handbook

- 8.1 The General Terms and Conditions are incorporated herein by reference to form an integral part of these Special Conditions. CBL adopted separate technical rules, including the Client Handbook, which apply in addition to these Special Conditions. In case of discrepancies between the General Terms and Conditions or the Client Handbook and these Special Conditions, these Special Conditions shall prevail.
- 8.2 The Client hereby expressly acknowledges receipt and acceptance of the General Terms and Conditions and the Client Handbook. The Client shall comply with the requirements and procedures set forth in the Client Handbook, as may be amended from time to time.

9. Miscellaneous

- 9.1 These Special Conditions shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Client hereby submits to the non-exclusive jurisdiction of the courts of Luxembourg for any disputes arising out of or in connection with these Special Conditions.
- 9.2 If a court of competent jurisdiction finds any provision of these Special Conditions to be invalid, that provision shall be deemed severed from these Special Conditions. Such a finding shall not affect the validity or enforceability of the remaining provisions of these Special Conditions.
- 9.3 All notices required or permitted under these Special Conditions shall be made through an authenticated communication system (for example, authenticated swift message, or registered letter).