

**Special Conditions for the re-entry of internal instructions on  
CBF-i Accounts (the „Special Conditions“)**

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Unless otherwise stated, all times are given in Central European Time (CET).

This English translation is provided for convenience only as the German text is to be considered as the binding version.

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## 1 Applicable terms and conditions

Pursuant to Article II (2) of the General Terms and Conditions of Clearstream Banking AG ("CBF"), these Special Conditions provide for the rules for the re-entry of Internal Instructions on CBF-i Accounts of CBF.

In case of inconsistency between CBF's General Terms and Conditions and the present Special Conditions, the latter shall prevail.

The Customer agrees and accepts the Special Conditions.

These Special Conditions enter into force as from the moment of announcement (*Bekanntgabe*). CBF reserves the right to amend these Special Conditions in accordance with the provisions set out in Article II (5) of CBF's General Terms Conditions, at any time and shall notify the Customer of any such amendment and of the effective date thereof.

## 2 Definitions

The following expressions bear the following meanings unless the context otherwise requires. Any other capitalised terms and expressions used herein that are not specifically defined in the Special Conditions but in CBL's Customer Handbook shall have the meaning as set out in the CBL Customer Handbook (as defined below). Any other capitalised terms and expressions not defined herein shall have the meaning given in CBF's General Terms and Conditions:

**"Authenticated Message"** means a communication that is sent by mail in writing and signed by an Authorised Person, or that is sent by SWIFT or any other secured communication media the use of which is agreed in writing by the Customer and CBF.

**"Authorised Person"** means, with respect to the Customer, any person duly authorised by it to give instructions or notices on its behalf, such persons and their specimen signatures to be provided by the Customer to CBF from time to time.

**"Business Day"** means any day, other than Saturday, Sunday or a day specified as a public holiday in the "public holiday" - calendar of CBF.

**"Customer"** means any customer of CBF.

**"CBF-i Accounts"** means any 6-series accounts representing a series of accounts on the Creation platform which are technically and legally independent and governed by German law.

**"Securities Settlement System"** means the securities settlement system Creation.

**"Settlement Day"** has the meaning set out in the CBL Customer Handbook.

**"CBL"** means Clearstream Banking S.A.

**"CBF Customer Handbook"** means the CBF customer handbook, as may be amended from time to time.

“CBL Customer Handbook” means the CBL customer handbook, as may be amended from time to time.

“End of Day Processing” has the meaning ascribed to it in the CBL Customer Handbook.

“Internal Instruction” means an “*Internal Instruction*” on CBF-i Accounts as described in the CBL Customer Handbook.

## 3 Re-entry of an instruction

### 3.1 General

In relation to the settlement rules applicable to CBF-i Accounts pursuant to the CBF Customer Handbook referring itself to the CBL Customer Handbook<sup>1</sup>, matched Internal Instructions that do not settle by End of Day Processing will, as from 3 December 2012, be considered as failed.

A failed Internal Instruction has to be entered into the Securities Settlement System as a new instruction on the next Settlement Day.

In order to facilitate such re-entry of an Internal Instruction for the Customer, CBF offers to its Customers the service to re-enter such Internal Instruction on their behalf.

The rights and obligations in relation to any re-entry of an Internal Instruction are set out in these Special Conditions.

### 3.2 Authorisation of CBF by the Customer to re-enter an instruction

If an Internal Instruction, whose Status is “matched”, does not settle at the End of Day Processing, (the „Instruction“), the following rules shall apply:

#### a) Power of attorney

The Customer grants to CBF the authorisation to enter on the Customer’s behalf and in its name, on all CBF-i Accounts set up in the name of the Customer, an instruction into the Securities Settlement System that is identical to the original Instruction that did not settle (the “**New Instruction**”) for settlement on the next Settlement Day as described below (“**Re-entry of the New Instruction**”). If the re-entered New Instruction does not settle on the Next Settlement Day, CBF shall re-enter the New Instruction over a period of 45 calendar days following the initial Settlement Date on each following Settlement Day into the Securities Settlement System (“**Default Option**”). If the Customer does not opt out of the Default Option by Authenticated Message, the Default Option shall continue to apply for another 15 calendar days (“**Extended Default-Option**”).

CBF shall delete, at the End of the Day Processing of the last calendar day of the Default - respectively Extended Default Option (for the avoidance of doubt: either, as applicable, 45 or 60 calendar days), on behalf of the Customer and in its name the New Instruction in the Securities Settlement System unless the Customer has requested CBF by Authenticated Message, to apply the Default Option respectively the Extended Default Option again, i.e. for another period of 45 respectively, if applicable, another 15 calendar days.

Subsequently, the Customer may via Authenticated Message instruct CBF to re-apply the Default - respectively the Extended Default Option.

For the avoidance of doubt: the (as applicable, Extended) Default Option includes any Instruction entered into the Securities Settlement System by the Customer.

<sup>1</sup> For the applicable rules on (ir)revocability and finality of Internal Instructions, please refer to the CBL Customer Handbook (inter alia Section 4.2)

#### b) Cancellation of the (as applicable, Extended) Default Option by the Customer

A Customer may individually cancel the (as applicable, Extended) Default Option via Authenticated Message for a dedicated Instruction after sending such Instruction to CBF until 18:00 on the respective Business Day (the “**Cancelled Instruction**”). The Cancelled Instruction shall be deleted by CBF on the Customer’s behalf and in its name and will not be re-entered into the Securities Settlement System by CBF on the next Settlement Day. For the avoidance of doubt: in this case, the (as applicable, Extended) Default Option no longer applies to the Cancelled Instruction and there will be no Re-entry of a New Instruction. The cancellation of the (as applicable, Extended) Default Option refers only to the Cancelled Instruction; the (as applicable, Extended) Default Option continues to apply to any other Instruction.

#### 3.3 Authorisation of CBF by the Customer to re-enter the “Cancellation Instruction” of the Customer

If a Customer has entered an instruction into the Securities Settlement System to cancel an Instruction<sup>1</sup> (the “**Cancellation Instruction**”), but a corresponding counter instruction of the counterparty to cancel the Instruction in the Securities Settlement System has not been received by CBF by the End of the Day Processing, CBF offers to its Customer to re-enter on the next Settlement Day the Cancellation Instruction on the Customer’s behalf and in its name into the Securities Settlement Agreement.

The Customer grants to CBF the authorisation to enter, on all CBF-i Accounts setup in the name of the Customer, on its behalf and in its name a cancellation instruction into the Securities Settlement System which is identical to the Cancellation Instruction that did not settle (the “**New Cancellation Instruction**”) for settlement on the next Settlement Day as described below (“**Re-entry of the New Cancellation Instruction**”).

The (as applicable, Extended) Default Option pursuant to section 3.2 applies accordingly to the New Cancellation Instruction.

#### 3.4. Obligation of the customer

The Customer is bound by any and all obligations, that have been created, upon its instruction and in accordance with the power of attorney pursuant to sections 3.2. and 3.3 and undertakes to ratify anything that has been initiated by CBF pursuant to the authority granted to it under sections 3.2 and 3.3.

In case of a Cancelled Instruction, the Customer is solely responsible to re-enter, as the case may be, any such instruction again into the Securities Settlement System by himself.

## 4 Liability of the customer

The Customer shall be fully liable to CBF for any direct or indirect losses, claims, liabilities, damages, fee and expenses resulting from its negligence or wilful misconduct in performing its obligations set out in the Special Conditions.

The Customer shall indemnify CBF in respect of any of the aforementioned losses, claims, damages, fees and expenses suffered or incurred by CBF arising from a breach by the Customer of any of its obligations under the Special Conditions, including, but not limited to losses, claims, damages, fees and expenses suffered or incurred by CBF due to an act or omission in relation to the power of attorney pursuant to sections 3.2 and 3.3.

## 5 Communications

<sup>1</sup> For the applicable rules on (ir)revocability and finality of Internal Instructions, please refer to the CBL Customer Handbook (inter alia Section 4.2)

Any notice or communication between the Customer and CBF required or permitted under the Special Conditions shall be made via Authenticated Message. Any such notice or communication shall be deemed to be duly given or made at the time the Authenticated Message is received.

## 6 Severability

If any term or other provision of these Special Conditions is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of these Special 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 the Customer and CBF.

## 7 Governing law and competent jurisdiction

These Special Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. Any litigation which may arise in relation to these Special Conditions shall be submitted to the jurisdiction of the competent courts of Frankfurt am Main, Germany. CBF reserves however the right to initiate legal steps against the Customer also at its general venue.