

CMC Own Selection Criteria with Automated Reasoning (OSCAR)

Application form

This OSCAR Application, between

Company name

Registered address

City

Postcode

Country

Telephone

Fax

Email

LEI

herein referred to as the "**Customer**"; and

Clearstream Banking S.A. registered at 42 Avenue JF Kennedy, L-1855 Luxembourg, RCS Luxembourg B 9248

herein referred to as "**Clearstream Banking**";

whereby the Customer subscribes to a tool, that allows customers to self-manage the collateral basket lifecycle ("OSCAR"), in part or in full by completing this application form.

The terms and conditions applicable to OSCAR (Appendix A) form an integral part of this application form. The Customer hereby expressly acknowledges receipt of these terms and conditions. The Customer expressly confirms its acceptance to be bound by these terms and conditions.

For and on behalf of: _____

Name:

Name:

Title:

Title:

Date and signature:

Date and signature:

Appendix 1. OSCAR Terms of Use

These Terms of Use set out the rules that apply to the access of the Customer to OSCAR, a tool, accessible through the CCMS Web Portal. The Customer has gained access to the CCMS Web Portal by signing the relevant application form for customers of Clearstream Banking (and the terms and conditions, as included in Appendix 3 of such application form) with Clearstream Banking and has entered or will enter into a Global Collateral Management Service Agreement (receiver or giver version), as amended or replaced from time to time (GCMSA).

In addition to the terms set out in this appendix, the agreed terms and conditions of the CCMS Web Portal contained in Appendix 3 of the CCMS Web Portal Application Form and the General Terms and Conditions of Clearstream Banking, are incorporated by reference herein.

1. Use of OSCAR application

- 1.1 OSCAR is a tool which allow the Customer to self service its collateral management basket lifecycle by:
 - 1.1.1 Creating and modifying, using natural language, the collateralisation conditions (for example, eligible collateral, concentration limits) of a credit operation with a designated counterparty;
 - 1.1.2 Direct negotiations of the collateral basket with the counterparty;
 - 1.1.3 Authenticated two/four eyes approval of agreed baskets.
- 1.2 The Natural Language Processing module of OSCAR allows the Authorised User (as defined below) to enter natural language sentences, which Intelli-Select system translates into standardised contract language. The formal Logic engine captures the structured natural language and distils the necessary constraints and relationships into a formal knowledge base, thus creating a draft of collateral basket rules that could be applied in the Clearstream Banking system.
- 1.3 The draft collateral basket rules generated pursuant to 1.2 above can be sent by the Customer to the counterparty for approval within OSCAR or by sending it a physical draft in the format set out in Appendix A of the GCMSA.
- 1.4 Once the two parties, as mentioned in Clause 1.3, have agreed on the content of the final collateral basket rules the rules can be approved by both parties within OSCAR. Where the basket has been sent as physical draft, the Customer must keep evidence of the approval of the counterparty.
- 1.5 The final stage is the activation by Clearstream Banking of the collateral basket rules agreed by the Customer and its counterparty in its system for collateral management purposes.

2. Lawful use

- 2.1 OSCAR is available only for the customers of Clearstream Banking (the "Customer"). No individual user may use OSCAR on his/her own behalf but only on behalf of the Customer.
- 2.2 The application for the right to access OSCAR is made available to the Customer through CCMS Web Portal exclusively by Clearstream Banking.
- 2.3 Clearstream Banking retains the right to assess the eligibility of the Customer and deny it access to the use of OSCAR at any time and at its sole discretion.
- 2.4 When using OSCAR, as made available to the Customer through CCMS Web Portal, the Customer will be subject to any guidelines or rules applicable to such applications, which may be posted and modified from time to time and which will be notified to the Customer.

3. Access to OSCAR; Security

- 3.1 Subject to these Terms of Use, Clearstream Banking grants the Customer a non-exclusive, revocable and non-transferable sub-license to access and use OSCAR in accordance with these Terms of Use.

- 3.2 Clearstream Banking does not guarantee that access and use will be available at a particular time. In addition, the Customer must accept certain technologies or applications (for example, cookies) in order for OSCAR to perform fully.
- 3.3 Clearstream Banking may suspend or restrict access by the Customer to OSCAR for any reason, and may modify, suspend or terminate OSCAR with or without notice, in its sole discretion.
- 3.4 By using OSCAR, the Customer represents and warrants on a continuing basis that:
 - 3.4.1 The Customer will permit access to OSCAR only to persons who are authorised to act for the Customer in accordance with the Customer's relevant policies and procedures, and who are authorised by Clearstream Banking to use OSCAR ("Authorised Users");
 - 3.4.2 The Authorised Users are using OSCAR only within the scope of their employment by the Customer;
 - 3.4.3 The Customer will be responsible for the conduct of its employees, whether authorised or unauthorised, on OSCAR, and such use of OSCAR by the employees of the Customer will be binding on the Customer;
 - 3.4.4 The Customer shall use OSCAR for business purposes only and in conformity with these Terms of Use (as may be amended from time to time) and any other rules, terms and conditions governing the use of CCMS Web Portal;
 - 3.4.5 The Customer shall comply with security requirements prescribed from time to time by Clearstream Banking;
 - 3.4.6 The Customer has in place all security systems and procedures required to prevent unauthorised use or misuse of OSCAR and will ensure that its Authorised Users and all other employees comply with all such security measures.
- 3.5 Access to OSCAR is subject to such identity verification, passwords, certificates and other security procedures (collectively "Security Procedures") as Clearstream Banking may, in its sole discretion, set out from time to time. The Customer will safeguard the Security Procedures and not permit any other party to access OSCAR using the Customer's Security Procedures. The Customer undertakes not to alter, delete, disable or otherwise circumvent any Security Procedure or assist any other party to do so. Clearstream Banking may rely on the fact that any communication made using the Security Procedures assigned to the Customer is authentic and emanates from and is authorised by the Customer.
- 3.6 The Customer will provide to Clearstream Banking and keep current all information Clearstream Banking requires from time to time with respect to the Customer and each Authorised User of the Customer with access to OSCAR, including email or electronic address. The Customer agrees to be responsible for all equipment and software used by it and for all administrative functions (for example, password maintenance, record keeping, data file backups, quality control for inputting or transmitting data) related to the access to and the use of OSCAR. The Customer will comply with instructions from Clearstream Banking from time to time regarding access to or use of OSCAR.
- 3.7 The Customer agrees to notify Clearstream Banking immediately if the access available to an Authorised User is not appropriate, or of any changes in Authorised Users or the permissible level of access for any Authorised User.
- 3.8 The Customer will not knowingly or negligently introduce or permit, and will use appropriate security measures to prevent the introduction of any computer viruses, worms or other harmful codes into OSCAR.
- 3.9 The Customer may not access data, information or applications that it has not been authorised to access and/or use by Clearstream Banking and, if the Customer inadvertently gains such access, it may not use or disseminate any such data, information or applications.
- 3.10 The Customer agrees to promptly notify Clearstream Banking if it becomes aware of any breach of these Terms of Use or has reason to believe that access to OSCAR (including with respect to the Security Procedures) has been compromised or misused in any way.

4. Intellectual property rights

- 4.1 Intellectual property rights on OSCAR are owned by a third party.
- 4.2 Clearstream Banking has the right to use OSCAR and to sub-licence it to the Customer.
- 4.3 The Customer may not use nor disclose any intellectual property rights, nor any other information relating to the OSCAR technology, software or services, other than solely as necessary for the use of OSCAR.

5. Use of robots and spiders

- 5.1 The Customer agrees not to use or attempt to use any spider, robot, scraper, data miner, offline reader, or any other program, device, algorithm, process, or methodology to access, acquire, copy, monitor or engage in any other activity on OSCAR or pages, data or content found on OSCAR.

6. Disclaimer of warranty and limitation of liability

- 6.1 Clearstream Banking does not owe any information or duty to the Customer with respect to the setting of the collateral basket rules. Such rules are negotiated and agreed exclusively between the Customer and its counterparty. Clearstream Banking merely records in its system the rules so agreed.
- 6.2 OSCAR and its content are provided "as is" and "as available." Clearstream Banking and any third party connected with the service make no representation or warranty, express, implied or statutory (including warranties of non-infringement of third party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer viruses) as to OSCAR and its content or any other matter.
- 6.3 Clearstream Banking shall not be liable for damages caused by force majeure events or for reasons other than wilful misconduct or gross negligence of Clearstream Banking. No service provider or delegate of Clearstream Banking shall be liable for any failure of OSCAR or damages caused by force majeure events. The parties agree that events of force majeure are amongst others riots, war, boycotts, terrorism, sabotage, malicious damage, strikes, lockouts, blockades, interventions of national or foreign public authorities (including courts), epidemics, pandemics, natural events or any other event beyond the reasonable control of Clearstream Banking as well as any force majeure events usually upheld by the courts of Luxembourg and which prevent the normal performance of the service.
- 6.4 Clearstream Banking does not warrant the accuracy, adequacy or completeness of OSCAR and its content. Clearstream Banking and all third party data providers disclaim any obligation to keep the information available on or through OSCAR up-to-date or free of errors, omissions or viruses or to maintain uninterrupted service or access. Clearstream Banking does not undertake to correct or notify the Customer of any error or omissions in the information displayed on or through OSCAR of which it may become aware at any time or to notify the Customer of any changes in any information or methodologies incorporated in such information.
- 6.5 To the fullest extent permitted by the law, and except as otherwise expressly provided in these Terms of Use, neither Clearstream Banking nor any of Clearstream Banking' licensors or third- party information or delegates or service providers shall have any liability to the Customer or any third party for loss or damage of any kind arising out of, or in connection with, the provision or use of (or any inability to use) OSCAR and its content, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, whether loss of profits, loss of data, direct, indirect, special or consequential loss or damage, even if Clearstream Banking or such third party has been advised of the possibility thereof.

7. Indemnification

7.1 The Customer agrees to indemnify and hold harmless Clearstream Banking with respect to any claim, damage, loss, cost, expense or liability arising, directly or indirectly, from (1) the use of or inability to use OSCAR (2) any breach by the Customer of these Terms of Use, or (3) the actions, including instructions, of any persons, authorised or unauthorised, who gain access to OSCAR through the Customer's Security Procedures.

8. Close of OSCAR

8.1 Clearstream Banking may close, deactivate or block access to OSCAR at any time, with or without cause. The Customer will remain liable to Clearstream Banking for any obligations incurred in respect of OSCAR, whether arising before or after termination.

9. Severability

9.1 If any specific provision of these Terms of Use is held to be unenforceable, that determination shall not affect the validity of the remaining provisions of these Terms of Use and such provision shall be interpreted to be enforceable to the fullest extent permitted under Applicable Law.

10. Notifications

All notices, requests and other communications to either Party regarding the content of the Addendum shall be in writing (including SWIFT, mail, email, facsimile or similar writing) and shall be given:

a) If to Clearstream Banking to:

BFF
Clearstream Banking
42 Avenue J.F. Kennedy
L-1855 Luxembourg
S.W.I.F.T: CEDELLULAXXX
Email address: gsf@clearstream.com
Tel: 00 352 243-32394

b) If to the Customer to:

Company name (full name)
Name of contact person
Registered address
City
Postcode
Country
Telephone
Email address
SWIFT

11. Applicable law and jurisdiction

11.1 These Terms of Use shall be governed by and construed in accordance with the laws of Luxembourg.

11.2 The courts of Luxembourg City shall have the sole and exclusive jurisdiction with respect to any dispute between the Parties, arising out or in relation with these Terms of Use.

Contact

www.clearstream.com

**Published by
Clearstream Banking S.A.****Registered address**

Clearstream Banking S.A.
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Postal address

Clearstream Banking
L-2967 Luxembourg

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