

Framework Agreement dated

The accompanying English translation is provided for your convenience only. In the event of any divergence between the English and German texts, constructions, meanings or interpretations, those of the German original shall govern exclusively.

Clearing Framework Agreement

The following is agreed:
between

Name and address of the Counterparty

(hereinafter referred to as "**Counterparty**")

and

Name and address of the Bank

(hereinafter referred to as "**Bank**")

(Bank and Counterparty jointly hereinafter referred to as "**Parties**")

1. Purpose and scope of the Framework Agreement

(1) This Framework Agreement shall apply to the following orders placed with the Bank and transactions entered into between the Bank and the Contracting Party (the latter referred to hereinafter as "Transactions"):

- (a) Insofar as the Bank executes orders (i) for spot, futures and options transactions ("F&O Contracts") concluded on organised markets, multilateral trading platforms or organised trading systems ("Execution Venues") or (ii) for the clearing of F&O Contracts executed on Execution Venues by central counterparties, in particular following their transfer by means of a give-up agreement, any Transactions which may be created under the below paragraph (2).
- (b) Any Transactions concluded on the basis of a (German) Master Agreement for Financial Derivative Transactions, an ISDA Master Agreement or a comparable master agreement (hereinafter referred to as "Master Agreement") which are intended to be cleared by central counterparties as of the point in time at which the Transaction is accepted by the clearing system of a central counterparty in accordance with the below paragraph (3). This shall also apply to transactions originally concluded with a third party which have been transferred to the Bank.
- (c) To the extent the Parties have not concluded a Master Agreement, and irrespective of whether reference has been made to this Framework Agreement or whether the Transactions are to be cleared by a central counterparty, any futures on foreign currencies and precious metals which are not covered by the above sub-paragraphs (a) or (b).

(2) The Bank shall execute the orders relating to F&O Contracts referred to in item (i) of the above sub-paragraph (1)(a) as commission agent in its own name and for the account of the Contracting Party. Simultaneously with the execution of an order on an Execution Venue, or the transfer of the F&O Contract to the Bank by means of a give-up agreement, a corresponding Transaction is being created between the Contracting Party and the Bank.

(3) The Transactions referred to in the first sentence of sub-paragraph (1)(b) and in sub-paragraph (1)(c) shall be concluded by the Bank acting as proprietary trader in its own name and for its own account. With the acceptance of a Transaction within the meaning of sub-paragraphs (1)(b) or (1)(c) into the clearing system of the central counterparty, this Transaction shall be extinguished and, simultaneously therewith, corresponding transactions with reversed positions but otherwise identical terms shall be created between the Bank and the central counterparty (hereinafter, an "OTC Contract") on the one hand and between the Bank and the Contracting Party on the other hand. Where the rules and regulations of a central counterparty provide that the OTC Contract is to be created not with the Bank but rather directly between the central counter-

party and the Contracting Party, the Bank shall – in relation to the central counterparty – ensure that the Contracting Party fulfils all obligations under the relevant rules and regulations.

(4) The Parties agree that the legal requirements, contractual documents and general business conditions of the central counterparty whose clearing system has accepted the Transaction, in the version applicable at the relevant time (the "Rules and Regulations"), shall apply correspondingly, with such Rules and Regulations to be construed in accordance with governing law. These Rules and Regulations shall take precedence over the terms of each Transaction as well as the provisions of this Framework Agreement, and the specific terms of each Transaction shall take precedence over the terms of this Framework Agreement. This shall also apply in relation to the business terms of contracts and Transactions, and their execution as well as clearing – such as exercise date, term or margin requirements – and the provisions in the event of a suspension or cessation of clearing operations by the central counterparty associated with the Execution Venue or any other third parties engaged by the Bank in the execution of the order. In deviation from the above, the provisions set out in the sections 4 to 6 shall take precedence in the event of an insolvency of the Contracting Party within the meaning of section 4 paragraph (2), or upon occurrence of an event entitling the Bank to terminate the Framework Agreement in relation to the Contracting Party in accordance with section 4 paragraph (1).

(5) All Transactions – in relation to each other and in conjunction with this Framework Agreement – shall constitute a single agreement (hereinafter referred to as "Agreement"). They are concluded under this Framework Agreement on the basis of, and in reliance on an aggregated risk assessment.

(6) The Bank shall be entitled to reject the execution of Transactions.

(7) The Bank shall book all F&O Contracts or OTC Contracts (jointly "Contracts") to be executed through its systems in one or more position accounts held in the name of the Contracting Party. It shall, in addition, maintain one or more position accounts for its clients with the central counterparties.

(8) Should any Contract be excluded from the clearing system of the central counterparty, the Bank shall be entitled, in lieu of a continuation of the relevant Transaction, to demand early termination of the corresponding Transaction by way of cash settlement with effect from the date specified in the declaration of the termination (the "Termination Date"). In this case, the payments owed by the Parties to each other which would have become due subsequent to the Termination Date, or any performance of other obligations, are instead to be replaced by a cash amount to be determined by the Bank based upon the net present value of the relevant Transaction, in accordance with the second to fourth sentences of section 5 paragraph (1). Section 8 paragraph (2) shall apply correspondingly.

- (9) To the extent that the Bank does not exercise its right under section 1 paragraph (8), any such Transactions concluded between the Bank and the Contracting Party shall no longer form part of this Framework Agreement but shall instead be governed solely by the applicable Master Agreement.

2. Initial Margin

- (1) Central counterparties require their clearing members to post collateral for each executed Contract ("Initial Margin"). The amount of this Initial Margin is generally determined by central counterparties based upon principles of mathematical finance as an amount which, by considering certain extreme variations in market value, corresponds to the potential replacement value by entering into offsetting transactions. In order to satisfy these requirements for Initial Margin of the relevant central counterparty, the Contracting Party shall, at the request of the Bank, post collateral conforming to banking standards with the Bank in an amount at least corresponding to this Initial Margin. The Bank shall be entitled to demand additional collateral ("Bank Margin"), the amount of which shall be determined through the use of the Bank's internal procedures for risk measurement.
- (2) The manner in which collateral is to be posted, and the assets to be posted as collateral, shall be determined jointly by the Bank and the Contracting Party, whereby such collateral may be posted either by way of full title transfer or by way of a pledge. The Bank shall, to the extent possible, fulfil its own obligations toward the central counterparty for the posting of Initial Margin by posting collateral of the same kind and quality as the assets received from the Contracting Party by way of full title transfer or by way of pledge. The same shall apply in the event the Bank is obligated to pass on the Bank Margin to the central counterparty. In the event that the assets posted by the Contracting Party as collateral do not or no longer conform to the requirements under the relevant Rules and Regulations, or in the event that the Bank is, for any other reason, unable to utilise the assets posted by the Contracting Party for this purpose, the Bank shall post – at the expense of the Contracting Party – other assets as collateral to the central counterparty.
- (3) In the event that the amount of the Initial Margin determined by the central counterparty, the amount of the Bank Margin arising from the Bank's risk evaluation, or the value of the collateral posted by the Contracting Party should change to the detriment of the Contracting Party, the Bank shall be entitled to demand, with reasonable advance notice, the posting of additional assets as collateral. The notice period for such provision of additional or stronger collateral may, depending upon the individual case, be set in hours – for example, where market prices are subject to rapid fluctuation. In the event that the amount of the Initial Margin determined by the central counterparty, the amount of the Bank Margin arising from the Bank's risk evaluation, or the value of the collateral posted by the Contracting Party should change to the benefit of the Contracting Party, the Contracting Party shall have the right to request the release or return of its posted collateral in the amount that it exceeds the sum of the Initial Margin and Bank Margin.
- (4) Should the Contracting Party fail to meet a demand for the initial posting of collateral, or for the subsequent posting of additional or stronger collateral, such demand to be made by telephone, fax, e-mail, or any other electronic format agreed upon with the Bank, the Bank shall – without prejudice to the rights under section 4 paragraph (1) – be entitled, following a notice to this effect and, to the extent possible, taking into consideration the interests of the Contracting Party, to unwind some or all of the Contracts executed on behalf of the Contracting Party and covered by this Framework Agreement with offsetting transactions. In the event that the Bank relies on this right to offset some or all Contracts with offsetting transactions, the Transactions corresponding to these Contracts shall terminate and the Bank shall, in the case that losses are incurred, demand reimbursement for these or directly debit these to the account of the Contracting Party, or in the case that profits are realised, shall pay these to the Contracting Party or credit these to its account. Should the Bank be unable to contact the Contracting Party, this right to enter into offsetting transactions shall remain unaffected. The Contracting Party shall thus take measures to ensure that it can be contacted by the Bank at any time on Bank Working Day.

3. Variation Margin

- (1) Central counterparties determine, on a daily basis, and on the basis of their Rules and Regulations, the net present value of each Contract accepted in their clearing systems and, by taking into account the amount of collateral already posted, the amount of the collateral to be transferred ("Variation Margin") as well as the party obligated to make the transfer. Where the central counterparty, through these calculations, determines that the Bank is obligated to post Variation Margin to the central counterparty, the

Bank shall be entitled to demand payment of this same amount or to directly debit this amount from the account of the Contracting Party. Where the central counterparty is obligated to post Variation Margin to the Bank, the Bank shall pay this same amount to the Contracting Party or credit this amount to its account.

- (2) The timeframe within which Variation Margin must be posted may, depending upon the individual case, be set in hours – for example, where market prices are subject to rapid fluctuation. Should the Contracting Party fail to meet such demand to settle the negative balance, such demand to be made by telephone, fax, e-mail, or any other electronic format agreed upon with the Bank, the provisions of section 2 paragraph (4) shall apply correspondingly.

4. Termination

- (1) Insofar as Transactions have been concluded and but not yet completed, this Agreement may only be terminated for material cause. Such cause may exist, among other reasons, in the event a payment or other obligation to be performed which has become due is, for whatever reason, not received by the Party to which it is owed within five Bank Working Days following notification to the Party owing the payment or performance of the failure of the recipient to have received such payment or other performance owed, or where there has been a failure to post collateral within the meaning of section 2 paragraph (4) or section 3 paragraph (2). The notification, as well as notice of termination, must be made in writing, by fax or in a comparable manner. A partial termination of this agreement, in particular its termination with respect to some but not all Transactions, is not permissible.
- (2) The Agreement shall terminate without exercise of a termination right in the event of insolvency. An event of insolvency shall exist where an application is filed for the initiation of insolvency proceedings or other similar proceedings in respect of the assets of either Party, whether such Party has filed for the application itself or is unable to pay its debts or is otherwise in a situation that justifies the initiation of such proceedings.
- (3) In the event of termination of this Agreement, whether through exercise of a termination right or by reason of insolvency (hereinafter referred to as "Termination"), neither Party shall be required to make any further payments or perform any other obligations under this Agreement which would have become due on the same day or thereafter. Such obligations shall be replaced by compensation claims in accordance with sections 5 and 6.

5. Claims for damages and compensation for benefits received

- (1) In the event of Termination, the Party declaring the Termination or, in the case of insolvency, the solvent party (hereinafter the "Entitled Party") shall be entitled to claim compensation for damages. Such compensation for damages shall be determined upon the basis of replacement transactions to be executed without undue delay which result in the Entitled Party receiving all payments and the performance of other obligations to which it would have been entitled had the obligations under the Agreement been fulfilled in an orderly manner. It shall be entitled to enter into contracts which it deems suited to this purpose. In the event it refrains from entering into such replacement transactions, it may – at its election – base the calculation of compensation for damages upon either (i) the amount it would have expended for such replacement transactions on the basis of interest rates, forward rates, exchange rates, market prices, indices and any other price indicators, as well as fees and expenses, which were prevailing or applicable at the point in time that the Entitled Party issued notice of Termination or become aware of the event of insolvency, or (ii) an amount determined by the central counterparty for the Contracts corresponding to the Transactions. Such compensation for damages shall be calculated by taking into account all Transactions, whereby any financial benefit resulting from the termination of Transactions (including those under which the Entitled Party has already received all payment and other performance of obligations from the other Party) shall be taken into account as reducing the amount of compensation for damages.
- (2) In the event that the Entitled Party receives, in the aggregate, a net financial benefit from the termination of the Transactions, it shall owe to the other Party, subject to section 6 paragraph (2), an amount equal to the amount of such financial benefit received, but in any case not more than the amount of damages incurred by the other Party. The principles for the calculation of damages set forth paragraph (1) shall apply correspondingly to the calculation of such financial benefit.

6. Final Payment

- (1) Any unpaid amounts, as well as any other unperformed obligations and any compensation for damages, shall be combined by the Entitled Party into a single consolidated compensation amount in euros, to be determined in accordance with the second through fourth sentences of section 5 paragraph (1), which shall be equi-

valent to the monetary value of the other unperformed obligations. To the extent a Party has posted collateral by way of full title transfer, the claims of this Party for the return of equivalent collateral, at the value determined by the Entitled Party according to the method described hereinafter, shall be treated as "other unperformed obligations" of the secured party and consolidated into the single compensation claim. The value of cash collateral shall be deemed its nominal amount plus interest accrued until the Termination of this Agreement. The value of securities provided as collateral shall be deemed the price realised through the sale of equivalent securities by the secured party, or – at the election of the Entitled Party – may be deemed an amount which, fairly considering the interests of the securing party, could have been realised through sale immediately upon Termination of this Agreement. The Entitled Party may also base the valuation of the collateral on the amount determined by the central counterparty as the collateral for the contracts corresponding to the Transactions which have been terminated. To the extent the aforementioned amounts are not denominated in euros, the Entitled Party shall convert these into euros at the offer rate. Any proceeds realised from the liquidation of pledged collateral shall be consolidated into the single compensation claim in a corresponding manner.

- (2) A compensation claim against the Entitled Party shall become due and payable only to the extent that the Entitled Party, for whatever legal reason, has no claims against the other Party ("Counterclaims"). Where Counterclaims do exist, the amount of the compensation claim which is due and payable shall be determined by deducting any Counterclaims from the total amount of the compensation claim. For the purpose of calculating the value of any such Counterclaims, the Entitled Party shall (i) to the extent that these are not already denominated in euros, convert these into euros at an exchange rate to be determined, where possible, on the basis of the official offer rates for foreign exchange applicable on the day of calculation, (ii) to the extent that these are not already monetary amounts, convert claims for damages into monetary amounts expressed in euros, and (iii) to the extent that amounts are not yet due and payable, discount these future amounts to their net present value (considering also the interest which would have been earned). The Entitled Party may apply such Counterclaims, calculated in accordance with the preceding sentence above, as an offset to any compensation claims by the other Party. To the extent that it fails to do so, the compensation claim shall become due and payable as soon as, and to the extent that such Counterclaims no longer exist.

7. Default of the Bank

- (1) Where the Contracting Party has elected omnibus client segregation or individual client segregation or a comparable segregation model, and where the relevant Rules and Regulations provide in this case that some or all of the Contracts entered into by the Bank are to be terminated in the event of a default of the Bank within the meaning of such Rules and Regulations, the Transactions corresponding to the Contracts which have been terminated shall, in deviation from section 4, terminate simultaneously with such termination of the Contracts and without any declaration of termination. Section 4 paragraph (3) and sections 5 and 6 shall apply to these Transactions subject to the proviso that separate compensation claims are to be determined in relation to each segregation model (to the extent so provided by the Rules and Regulation) on the basis of the valuations of the central counterparty for the Contracts and collateral. These separate compensation claims between the Bank and the Contracting Party shall arise simultaneously with the compensation claims determined by the central counterparty arising as a consequence of the termination of the Contracts. Where Contracts are terminated in accordance with more than one set of Rules and Regulations, the above provisions of this paragraph shall apply separately in relation to each central counterparty.
- (2) Separate compensation claims determined in accordance with the paragraph (1) shall be included into the single compensation claim, as determined in accordance with section 6, as other unperformed obligations. The foregoing sentence shall not apply where such inclusion would conflict with any protective measures for client positions provided by the Rules and Regulations.
- (3) In order to ensure that Contracts may be transferred to another clearing member, either Party may demand that the other Party take any measures and perform any legal acts required under the Rules and Regulations of the relevant central counterparty.

8. Default of a central counterparty

- (1) Where insolvency proceedings or similar proceedings are initiated in respect of the assets of the central counterparty and where the central counterparty has filed such application itself or is unable to pay its debts or otherwise in a situation that justifies the initiati-

on of such proceedings, the Transactions concluded between the Bank and the Contracting Party which correspond to the Contracts cleared by this central counterparty shall terminate automatically and simultaneously. Where the Bank is the Entitled Party, section 4 paragraph (3) and sections 5 and 6 shall apply correspondingly.

- (2) The Bank assumes no liability for the performance of the central counterparty. Any compensation claim against the Bank is limited to the amount which the Bank has received from the central counterparty for the Contracts that have been terminated.

9. Involvement of third parties and reporting obligations

- (1) The following shall apply unless agreed otherwise in section 14: The Bank shall be entitled to engage third parties in connection with the execution of orders, in particular in connection with Transactions which are to be cleared by central counterparties located in other countries; in the case of the performance of obligations in accordance with section 10 paragraph (7), this shall also apply to delivery and acceptance services.
- (2) The Bank shall only be liable for due care in the selection of any third parties thus engaged. In the event of deficiencies in the performance of obligations, the Bank shall assign to the Contracting Party any claims it may hold against the relevant third party.
- (3) The following shall apply unless agreed otherwise in section 14: The reporting to trade repositories required in accordance with EMIR or any comparable legal requirements shall be performed by the Bank, which shall be entitled, in conjunction therewith, to rely upon third parties.

10. Special provisions applicable to orders within the meaning of section 1 sub-paragraph (1)(a) regarding the execution of F&O Contracts on Execution Venues and their clearing

- (1) The Contracting Party shall also be entitled to place orders within the meaning of section 1 sub-paragraph (1)(a) with the Bank by means of telephone, fax, e-mail or other electronic format agreed with the Bank.
- (2) When placing orders with the Bank for the execution of F&O Contracts on Execution Venues, the Contracting Party shall be entitled to set price limits (limit orders). An order for the execution of F&O Contracts not expressly stating the period of validity shall be valid only for the day upon which the order is placed.
- (3) The Bank reserves the right, at its discretion, to reject individual orders, except where such orders serve as Transactions to unwind F&O Contracts which are still outstanding by way of offsetting transactions. The Bank shall also be entitled to reject orders for spot transactions where the Contracting Party has failed to ensure that sufficient deliverable assets are held in its foreign currency account, securities account, or other place designated by the Bank, or has failed to demonstrate that it has made the necessary arrangements for the acceptance of such deliverable assets. Section 7 paragraph shall (2) apply correspondingly.
- (4) In the event of the purchase of an option, the Bank shall either demand payment of the option premium or directly debit the account of the Contracting Party. In the case of options for which the premium is not paid in full upon purchase (futures-style options), sections 2 and 3 shall apply correspondingly.
- (5) The Bank will provide, upon each change in open positions, the Contracting Party with a position statement listing all F&O Contracts which are still outstanding.
- (6) In the event that the Contracting Party wishes to exercise an option, or request the performance of a futures transaction by way of physical delivery, it shall be obligated to make a declaration thereof to the Bank no later than the deadline specified by the Bank. The Bank is under no obligation to notify the Contracting Party of the impending expiry of an option date or the deadline for declaring its exercise.
- (7) In the case of F&O Contracts to be fulfilled by means of physical delivery, the Bank shall await instructions from the Contracting Party as to whether such delivery is to be effected. In the event the Contracting Party has failed to provide instructions by the specified deadline, or has failed to ensure that sufficient funds for payment upon delivery are held in its account, or that sufficient deliverable assets are held in its foreign currency account, securities account or such other place designated by the Bank, the Bank shall be entitled to unwind the F&O Contract for which delivery would otherwise have to be made or accepted by entering into offsetting transactions, in order to prevent such settlement by means of physical delivery. The second to fourth sentences of Section 2 paragraph (4) shall apply correspondingly.
- (8) The Bank shall charge the Contracting Party with the price of the F&O Contracts; it shall be entitled to charge its fees. Any potential claims of the Bank for reimbursement of expenses shall be governed by applicable law.

(9) If trading in certain F&O Contracts is partly or completely suspended at the direction of an entity authorised to do so, and if consequently all open orders for such F&O Contracts are cancelled, all orders placed by the Contracting Party for the execution of these F&O Contracts at the relevant Execution Venue shall likewise be cancelled. In this case, the Bank shall promptly notify the Contracting Party of such cancellation.

(10) Where option contracts are sold ("written"), the Contracting Party shall irrevocably authorise the Bank, and release it from the restrictions under section 181 of the German Civil Code, so that the Bank may receive, on behalf of the Contracting Party, any notifications regarding the exercise of such options. In the event of such exercise, the Bank shall promptly notify the Contracting Party.

11. Special provisions applicable to orders within the meaning of section 1 sub-paragraph (1)(b) concluded on the basis of a Master Agreement

(1) Unless the central counterparty has already directly notified the Contracting Party thereof, the Bank shall promptly notify the Contracting Party of the acceptance of the Transaction into the clearing system of the central counterparty; in addition to telephone, fax, e-mail or any other electronic format agreed with the Bank, this notification may also be in the form of an entry in the position statement. Section 10 paragraph (5) shall apply correspondingly.

(2) Unless agreed otherwise by the Parties, fees for services rendered shall be determined in accordance with the Bank's schedule of prices and services, as applicable at that time.

12. Special provisions applicable to orders within the meaning of section 1 sub-paragraph (1)(b) concluded on the basis of this Framework Agreement

(1) Where the Parties have agreed on the terms of a Transaction, the Bank shall confirm the relevant details thereof to the Contracting Party in writing, by fax or by any other electronic means agreed with the Bank. The Contracting Party shall be entitled to request a signed copy of the confirmation. Such confirmation shall, however, not be a prerequisite for the legal validity of the Transaction.

(2) The Bank shall demand payment of amounts owed by the Contracting Party, or directly debit the account of the Contracting Party, as well as demand performance of any other obligations, on or before the agreed due date.

(3) The following shall apply unless agreed otherwise in section 14: In the case of Transactions in currency futures, notification must be received no later than 12:00 noon on the second Bank Working Day before the maturity date of the currency futures transaction confirming that the amount to be delivered by the Contracting Party in the applicable currency (whether in euros or a foreign currency) will be available as agreed on the maturity date. Such notification shall not be required if the Contracting Party already has an adequate credit balance as of this notification date on an account held with the Bank. Otherwise, the Bank shall be entitled, while also taking the interests of the Parties into account, to purchase or sell the open positions resulting from the Transaction, whether on a currency exchange or through an OTC transaction, for the account of the Contracting Party.

(4) Where Transactions are accepted into the clearing system of a central counterparty, section 11 paragraph (1) and (2) shall apply correspondingly.

13. Miscellaneous

(1) "Bank Working Day" for the purpose of this Agreement shall mean each day (other than a Saturday or a Sunday) on which banks are open for business in Frankfurt am Main, Germany, specifically including for trading in foreign currencies and for acceptance of foreign currency deposits.

(2) "Business Day" shall mean any day determined under its Rules and Regulations on which the relevant central counterparty accepts transactions into its clearing system, calculates valuations, and determines payments and deliveries on the basis of these.

(3) This Framework Agreement in its currently agreed form shall also apply to any transactions between the Parties which were entered into under a previous version of the framework agreement. This shall also include transactions which have been concluded under the Special Conditions for Forward Trading (*Sonderbedingungen für Termingeschäfte*). To the extent necessary for the interpretation of the provisions agreed therein, however, the earlier version shall, for such transactions, continue to apply.

(4) The Parties, as well as any third parties acting on their behalf, shall be entitled, in conjunction with the clearing of Transactions, to provide Transaction data and client-related data to third parties, in particular to trade repositories, to central counterparties and to supervisory authorities.

(5) In the event that any provisions of this Agreement are invalid or unenforceable, the remaining provisions shall remain unaffected. Should any omissions or gaps arise in the Agreement as a consequence of such invalidity or unenforceability, these shall be remedied by way of supplementary interpretation (*ergänzende Vertragsauslegung*) which fairly considers the interests of the Parties.

(6) This Agreement shall be governed by the laws of the Federal Republic of Germany.

(7) The courts at the place of establishment of the Bank shall have non-exclusive jurisdiction.

(8) Address of the person or agent within Federal Republic of Germany authorised to accept service of process on behalf of the Contracting Party:

14. Special agreements

The following provisions shall apply only to the extent that the relevant boxes have been marked with a cross

- (1) Section 9 paragraph (1) shall not apply.
- (2) Section 9 paragraph (3) shall not apply.
- (3) Section 12 paragraph (3) shall not apply.
- (4) Section 13 paragraph (3) shall not apply.
- (5) Other agreed provisions:

Signature(s) on behalf of the Bank	
------------------------------------	--

Signature(s) on behalf of the Contracting Party	
---	--