

## SCHEDULE C: CUSTODY

Subject to this Schedule, we may agree to safeguarding and administering on your investments (which constitutes actual safeguarding and administering of assets belonging to you, as well as arranging for another person to do so), including settlement of transactions relating to your assets, dealing with income arising therefrom and carrying out corporate actions. We will provide these Services to you only if we have specifically agreed to do so in writing.

### 1. General

1.1. Subject to this Schedule, we shall open and maintain on our books and records one or more cash and securities accounts in your name, to which in the case of cash accounts, there shall be credited all cash paid or deemed or treated as paid to you and debited all cash paid or deemed or treated as paid by you pursuant to these Terms and all Transactions relating thereto and such other payments as we and you may from time to time agree; and in the case of securities accounts, there shall be debited all securities and other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) delivered or deemed or treated as delivered to you and credited all securities and other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) delivered or deemed or treated as delivered by you pursuant to these Terms and all Transactions relating thereto. You understand and acknowledge that any cash (**Cash**) or securities or other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) (**Securities**) which are held or received by us for you pursuant to this Schedule, shall be held by us as client funds or client securities (**Custody Assets**) in accordance with the Applicable Regulations.

1.2. Subject to clause 1.3 below, we shall receive, hold, release, pay, transfer and deliver (or instruct any sub-custodian or agent to receive, hold, release, pay, transfer and deliver) any Custody Assets to or from the Securities or Cash accounts only on receipt of your instructions. You authorise us to (or to instruct any sub-custodian or agent to) deliver Custody Assets to the Securities or Cash accounts and to transfer Custody Assets from the Securities or Cash accounts, only in accordance with such instructions. We shall have full authority to do whatever we reasonably deem necessary in order to effect your instructions. You also authorise us to (or to instruct any sub-custodian or agent to) do whatever we reasonably deem necessary to effect such transfers of Custody Assets to and from the securities or cash accounts as are required pursuant to these Terms or any Transaction.

1.3. You agree that we may without any further instructions from you carry out the following actions relating to the Custody Assets:

(a) to collect and receive, for your account, any payments (whether income or capital) and distributions in respect of the Custody Assets, and to take any action necessary and proper in connection with them, including (without limitation) the presentation of coupons and other

interest items and the endorsement for collection of cheques, drafts and other negotiable instruments and the deduction or withholding of any sum on account of any tax required or which in our view is required to be so deducted or withheld or for which it is or is in our view liable or accountable by law or practice of any relevant revenue authority of any jurisdiction;

(b) to execute in your name such ownership and other certificates as may be required to obtain payment in respect of the Custody Assets; and

(c) to exchange interim or temporary documents of title to Custody Assets for definitive ones.

**1.4.** We will identify on our books and records that your Custody Assets belong to you. We will take all necessary steps and require that any sub-custodian or nominee or agent appointed by it, or any securities depository or credit institution which we use to hold your Custody Assets pursuant to this Schedule, will identify on its books and records that the Custody Assets belong to clients of ours (to the extent permitted by applicable mandatory law, regulation, or market practice in accordance with the Applicable Regulations and/or any Market Rules) so that it is readily apparent that such Custody Assets do not belong to us.

**1.5.** You authorise us to hold your Custody Assets in fungible accounts holding securities or cash of other clients of ours (but not our own securities or cash), such accounts being designated as client accounts. You also authorise us to hold your Custody Assets in accounts with any sub-custodian or nominee or agent or any securities depository or credit institution appointed by us on the basis that such accounts are fungible accounts which hold securities or cash of other customers of the relevant third party (but not securities or cash of such third party).

**1.6.** You understand and expressly agree and provide your consent to the following:

(a) where your Custody Assets are held overseas there may be different settlement, legal and regulatory requirements in those jurisdictions from those applying in the Republic of Cyprus, together with different practices for the separate identification of securities or cash;

(b) in providing the Services described in this Schedule, we may hold your Client Assets with other institutions who are our affiliates;

(c) the omnibus accounts held with third parties are a form of pooling and accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register or equivalent electronic records. In the event of an irrecoverable shortfall following any default or failure by a party responsible for pooled assets, you may not receive full entitlement and may share in that shortfall pro-rata to your original share of assets in the pool; and

(d) if you instruct us to hold your Custody Assets with or register or record your Securities in the name of a person not chosen by us, the consequences of doing so are at your own risk and we shall not be liable therefore.

**1.7.** We shall be entitled to disclose any information relating to you or your Custody Assets as is required by any law, court, legal process, professional adviser or banking or other

regulatory or examining authorities (whether governmental or otherwise). In addition, where you request the use of a third party tax reclaim service you agree that we may disclose information relating to you or your Custody Assets that is requested by such third party tax reclaim service.

## **2. Cash**

**2.1.** We will hold your Cash as custodian in compliance with the Law and the CySEC Directives on clients' funds. We may settle Transactions on a delivery-versus-payment basis and in such instance, we will not hold any Cash.

**2.2.** In relation to your Cash the following provisions shall apply:

- (a) when holding your Cash we will make adequate arrangements to safeguard your rights and prevent the use of your Cash for our own account, except in the case of borrowing by us of any interest derived from your Cash held at a bank account with a third party on the terms to be separately agreed between you and us in writing;
- (b) unless otherwise agreed, we will not pay any interest on any Cash;
- (c) we will keep such records and accounts as are necessary to enable us at any time and without delay to distinguish cash held for one client from cash held for any other client, and from our own funds;
- (d) we will maintain our records and accounts in a way that ensures their accuracy, and in particular their correspondence to your Cash;
- (e) we will conduct, on a regular basis, reconciliations between our internal accounts and those of any third party with which your Cash is held; and
- (f) we will on receiving any Cash, promptly place the same into one or more accounts, opened with a central bank, credit institution, a bank authorised in a third country or a qualifying money market fund.

**2.3.** Where we do not deposit your Cash with a central bank, we will exercise all due skill, care and diligence in the selection, appointment and periodic review of a credit institution, bank or money market fund where your Cash will be placed and the arrangements for the holding your Cash. In doing so, we will take into account the expertise and market reputation of such institutions with a view to ensure protection of your rights, as well as any legal or regulatory requirements or market practices related to the holding of client funds that could adversely affect your rights.

**2.4.** We may allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control your Cash where we transfer your Cash for the purposes of a Transaction through or with that person, or to meet your obligation to provide collateral for a Transaction (such as an initial, original, variation and maintenance margin requirement for a contingent liability investment).

**2.5.** We may pass your Cash to an intermediate broker, settlement or clearing agent, exchange or market which is located outside the Republic of Cyprus. In such circumstances the legal and regulatory regime applying to such person(s) will be different from that of the Republic of Cyprus and, in the event of insolvency of such person(s), your Cash may be treated in a different manner from that which would apply if the money was held by such person(s) in the Republic of Cyprus. Where due to the nature of the law or market practice of an overseas jurisdiction as set out in the Applicable Regulations and/or the Market Rules we are prevented from holding your Cash in a separate account identified on books and records of a third party as containing money belonging only to clients of ours and not our proprietary funds, your Cash may not be segregated from our funds, and, in the event of our insolvency, your Cash may not be as well protected.

**2.6.** Where we deposit your Cash with a qualifying money market fund, the units in that money market fund will be held in accordance with the requirements for holding financial instruments belonging to clients. You have the right to oppose the placement of your Cash in a qualifying money market fund. If you do not want us to place your Cash into a money market fund, you should notify us accordingly in writing.

**2.7.** You agree that we may cease to treat your money as your Cash if there has been no movement on your balance for 6 years. We shall write to you at your last known address informing of our intention to no longer treat your balance as your Cash and thereafter give you 28 days to make a claim.

### **3. Securities**

**3.1.** With the exception of any securities or other instruments transferred to us pursuant to clause 8 of the General Terms, any Securities debited to the securities accounts shall be held by us as custodian, and you hereby appoint us, and we agree to act, as a custodian, in accordance with the terms of this Schedule with respect to any Securities.

**3.2.** We are authorised under this Schedule to act through and hold your Securities with sub-custodians being such other entities as we may appoint as sub-custodian. In addition, we and each sub-custodian appointed by us may deposit your Securities with, and hold your Securities in any securities depository (which may include any settlement system, dematerialised book entry system, clearance system or similar system) on such terms as such systems customarily operate. We reserve the right to add, replace or remove any sub-custodians and we shall give notice to you of any such act as soon as reasonably practicable thereafter.

**3.3.** We will use reasonable skill, care and diligence in the selection of any sub-custodian appointed by us pursuant to this Schedule and shall be responsible to you for satisfying ourselves as to the ongoing suitability of such sub-custodian, for the maintenance of an appropriate level of supervision over such sub-custodian and for making periodic enquiries to

confirm that the obligations of such sub-custodian to us are discharged in a satisfactory manner.

**3.4.** You acknowledge and agree that we may grant to any sub-custodian or securities depository a lien or right of retention where that lien or right of retention:

(a) arises over any Securities held by, or deposited with, that sub-custodian or securities depository in respect of amounts owing to that sub-custodian or depository and relates to Services provided to us for you;

(b) arises under the operating terms of a settlement depository in whose account your Securities are recorded or held, for the purpose of facilitating settlement of Transactions involving your Securities held in that account; or

(c) in relation to your Securities held outside the Republic of Cyprus, arises as a result of the Applicable Regulations or Market Rules or is necessary for us to gain access to the local market in that jurisdiction and we have taken reasonable steps to determine that holding your Securities subject to such lien or right of retention is in your best interest.

**3.5.** We are authorised to hold in bearer form, such securities as are customarily held in bearer form, and register (at our discretion) your or our name or in the name of another sub-custodian appointed by us or any nominee of ours or another sub-custodian appointed by us, such securities as are customarily held in registered form. We shall not be liable for any Loss (as defined in the General Terms) suffered or caused as a result of an instruction to hold your Securities with, or have them registered in the name of, any person not chosen by us.

**3.6.** We shall be allowed to register or record legal title to your Securities in the name of a nominee. Where investments are subject to the law or market practice of a jurisdiction outside the Republic of Cyprus and due to the nature of the law or market practice of an overseas jurisdiction, it is in your best interest or it is not feasible to do otherwise:

(a) where we are prevented from registering or recording legal title to your Securities in your name or the name of a nominee, we may register or record your Securities in the name of a sub-custodian or other third party; or

(b) where we are prevented from registering or recording legal title to your Securities in your name, the name of a nominee, or the name of a third party, we may register or record your Securities in our name. If your Securities are registered in our name, such Securities may not be segregated from our assets, and, in the event of our insolvency, your Securities may not be as well protected. Arrangements with sub-custodians are such that your Securities held with them shall be in a separate account containing assets belonging only to clients of ours and not our proprietary assets. In any event, we will notify you of the registration name used in respect of your Securities which are registrable securities.

**3.7.** We are committed to maintain adequate organisational arrangements to minimise the risk of misuse, fraud, poor administration, inadequate recordkeeping or negligence in respect of your Securities. We keep such records and accounts as are necessary to enable us at any time and without delay to distinguish securities held for one client from those held for any

other client, and from our own assets. We maintain our records and accounts in a way that ensures their accuracy, and in particular their correspondence to your Securities. We conduct, on a regular basis, reconciliations between our internal accounts and those of any third parties with which your Securities are held.

**3.8.** If we deposit your Securities with a person in a non-EEA state, we will be subject to the law of that state and your rights in relation to your Securities may differ accordingly. If the safekeeping of securities is subject to specific regulation and supervision in a jurisdiction where we propose to hold your Securities with a third party, we will not deposit your Securities in that jurisdiction with a third party which is not subject to such regulation and supervision.

**3.9.** We will not hold your Securities with a person in a non-EEA state which does not regulate custody activities unless the nature of your Securities requires your Securities to be held in such a state or we receive a prior written instruction from you, in which case the consequences of doing so are entirely at your own risk.

**3.10.** You shall not be entitled to any fraction or other entitlement arising as a result of us holding your Securities in omnibus accounts, which is not directly referable solely to your holding and such fractions or entitlements shall be at our disposal. On partial redemptions, we shall use whatever method we deem fair to determine how shares will be redeemed.

**3.11.** We do not make any warranties, representations or other statements whatsoever in respect of the validity or sufficiency of the securities, the enforceability of any rights or interests relating thereto or whether it is appropriate, necessary or desirable to take or omit to take any action in relation thereto, and these matters shall exclusively be your concern. We shall have no duty to advise or make recommendations to you in connection with the securities and we shall not be responsible for advising you as to the investment merits of such securities.

**3.12.** You agree that we may use your Securities for the purposes of a securities loan to us, one of our affiliates, to another client of our, or to a third party. By securities loan we mean a borrowing of securities, including repurchase transactions, reverse repurchase transactions, a buy/sell- back, a sell/buy back and a security lending/borrowing.

**3.13.** Where we borrow Securities from you or arrange a securities loan in respect of your Securities, title to the loaned Securities will be transferred to the borrower, and the securities returned to you will be equivalent but not identical to the loaned Securities.

**3.14.** You agree that we may enter into a securities loan in respect of your Securities held in a securities account with us or held by us in an omnibus account with a third party.

**3.15.** You agree that we may borrow your Securities overnight. In case of any such borrowing, you agree to transfer loaned Securities to us immediately after the close of business on any business day on condition that we will return equivalent securities to you prior to the opening of trading in such securities on the next business day. Interest payable in respect of any loaned Securities will be specifically agreed between you and us in a Fee Schedule or otherwise. We will not provide to you any cash or securities collateral in respect of such securities loans.

**3.16.** Any securities loans other than those described in clause 3.15 above or, where relevant, entered into between you and us pursuant to any other Schedule to these Terms shall be documented on market standard documentation. You hereby authorises us to negotiate and execute such documentation on your behalf. We shall require that cash or securities collateral is provided to us for you, in respect of each securities loan. Securities loans shall be entered into with any of a list of borrowers selected by you. We do not accept liability for the default of any borrower. Interest rate and other terms of the securities loans will be separately documented between you and us.

#### **4. Income and Voting Rights**

**4.1.** If income is paid or distributed by the issuer of any securities:

(a) in respect of Securities standing to the credit of a securities account, you will (subject to clause 4.2) pay to us an amount equal to, and in the same currency as, the amount paid by the issuer or, in the case of income in the form of securities, deliver to us securities equivalent to such securities;

(b) in respect of Securities standing to the debit of a securities account, we will (subject to clause 4.3) as soon as practicably possible but not later than 5 business days upon receipt of fully reconciled income paid or otherwise delivered to us by the issuer or its paying agent pay to you an amount equal to the amount paid by the issuer or, in the case of income in the form of securities, deliver to you securities equivalent to such securities. We will credit the relevant cash account in respect of the amount so payable or, as the case may be, debit the relevant securities account in respect of the securities so deliverable.

**4.2.** The amount debited or credited under clause 4.1(a) shall include but not be restricted to:

(a) any amount which is deducted or withheld in respect of tax by or on behalf of the issuer of the relevant securities or by any other withholding agent, and

(b) any additional tax credits to which a holder of such securities as specified by us would be entitled in respect of such income.

**4.3.** Any amount distributed to you pursuant to clause 4.1(b) shall not:

(a) include any amount in respect of cash or securities which is:

(i) deducted or withheld in respect of tax by or on behalf of the issuer of the relevant securities or by other withholding agent;

(ii) required to be accounted for to the tax authorities of the Republic of Cyprus in respect of the income in question; or

(iii) might be recovered by us (or any other holder of the securities) from any relevant taxation authority outside the Republic of Cyprus in respect of the income in question; and

(b) exceed the amount of cash (or the amount of securities comprising income) which you would have received from the issuer in respect of the income, had you been the holder of such

securities on the date, by reference to which the identity is determined of those holders to whom that income is paid, net of any amount which is or, as the case may be, would have been, held or deducted or withheld in respect of tax by or on behalf of the issuer of the relevant securities or other withholding agent.

**4.4.** We will use reasonable efforts to claim dividends and interest payments on your Securities but will not have any duty to take steps to recover any amounts due in respect of which the issuer or its registrar, paying agent or other agent defaults.

**4.5.** We shall inform you as soon as practicable after we become aware of the occurrence or prospective occurrence of any conversion, subscription, sub-division, consolidation, redemption, rights issue, takeover or other offer, capital reorganisation, call, capitalisation issue or distribution of, or a granting of, an entitlement to receive securities or any other corporate event (**Corporate Action**) with respect to any Securities standing to the debit of your securities account. You understand and agree that we give no representation, warranty or guarantee as to the accuracy or completeness of any information in relation to a Corporate Action provided to us by a third party and accept no liability or responsibility whatsoever for the accuracy or completeness of such information.

**4.6.** Where a Corporate Action giving rise to a right or option occurs, you (in respect of Securities standing to the debit of your securities account) or us (in respect of Securities standing to the credit of your securities account) may within a reasonable time before the latest time for the exercise of the right or option give notice to the other party that either we or you wish to receive Equivalent Securities or other assets in such form as will arise if the right is exercised in such manner as is stated in the notice.

**4.7.** We may, upon service of such notice, credit or debit the relevant cash account or the relevant securities account with such amounts of Cash or, as the case may be, Securities as would reflect the performance of the instructions in such notice by us. If you do not serve notice under clause 4.6, we shall credit or debit the relevant cash account or the relevant securities account to reflect the taking of such action as we in our absolute discretion deem appropriate provided that we notified you of a Corporate Action giving rise to a right or option in respect of which you served no notice to us. You acknowledge that Equivalent Securities, or other assets required to be delivered under clause 4.6, may be the subject of a loan made by us to third parties and that reasonable prior notice (being the period of standard settlement time for the relevant Equivalent Securities or assets) must be given to us to provide for the return of such Equivalent Securities or other assets.

**4.8.** A notice served by you under clause 4.6 shall not be effective (in which case we will inform you as soon as reasonably practicable) where it refers to an event which involves the payment of money by the holder of securities, unless you pay to us, for value not later than the due date of the relevant payment, an amount equal to that which is required to be paid by such a holder of securities.

**4.9.** If a call becomes payable in respect of partly-paid Securities, or a demand for any fee, assessment, charge or other payment in respect of any Securities becomes payable, we may debit the cash accounts with a sum equal to the amount so payable, but shall have no liability whatsoever for the consequences of a failure to satisfy any calls made.

**4.10.** Where we, in our capacity as custodian, or any third party holding your Securities on our behalf, in its capacity as custodian, is legally liable to meet any payment due or to become due in respect of your Securities, you will provide us or such other person (as the case may be) with funds to meet such payment, for value not later than the day on which the call is payable.

**4.11.** If a right to vote (other than a right contemplated by a Corporate Action) arises in respect of any Securities standing to the debit of your securities account, we shall either:

- (a) deliver such Securities to you or to your order within a reasonable time before the latest time for the exercise of such vote; or
- (b) request instructions from you in respect of such voting rights and use our reasonable endeavours to arrange for such voting rights to be exercised in accordance with such instructions provided those instructions are received within such period as we reasonably require.

## **5. Security Interest**

**5.1.** As continuing security for the payment and discharge of all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever, and any guarantee or indemnity of any of those obligations, under or in connection with these Terms or any Transaction, and/or any other agreement or contract for which you agree to provide security to us, together with all interest accruing on such obligations and liabilities and any cost or expense whatsoever, (including, without limitation, reasonable legal fees) which we may incur in enforcing, perfecting or maintaining any of our rights, whether pursuant to these Terms or any Transaction, contract or otherwise, including without limitation, the cost of funding or currency exchange and, to the extent not already covered, any loss incurred by us in liquidating, obtaining or re-establishing any hedge or related position (**Secured Obligations**), you hereby charge to us by way of first fixed charge with full title guarantee and free from any encumbrances whatsoever:

- (a) all right, title and interest in and to your Securities debited to any securities account;
- (b) all rights which, or the certificates or documents of title to which, are deposited with, held or recorded by us (including without limitation derivative rights under any contract);
- (c) all other securities and all rights, cash (including without limitation dividends and coupon payments) and property whatsoever which may from time to time accrue on, be derived from or be offered in respect of any Custody Assets;
- (d) all Cash credited to any of your cash accounts;

(e) all your rights arising in respect of any Custody Assets, including, without limitation, any rights against any custodian, banker or other person;

(f) all your rights under these Terms including, without limitation, all rights to delivery of any equivalent assets,

(each of the cases (a) to (f) above individually or collectively, **Secured Assets**).

**5.2.** As continuing security for the payment and discharge of the Secured Obligations, you hereby charges to us by way of floating charge all rights, title and interests in the Secured Assets expressed to be charged by clause 5.1.

**5.3.** Without prejudice to 5.4, at any time while any Secured Obligation is outstanding and not discharged in full in accordance herewith, we may:

(a) if we reasonably believe that the Secured Assets or any part thereof is in danger of being seized or sold under any form of distress or execution levied or threatened or is otherwise in jeopardy or imperilled; or

(b) if any circumstance shall occur which in our reasonable belief prejudices, imperils or threatens the Secured Assets or is likely to do any of the foregoing,

by notice in writing to you give a notice of crystallisation pursuant to this clause and upon giving the notice, any charge created pursuant to clause 5.2 or any charge created by clause 5.1 which is a floating charge shall, to the extent permitted by law, be crystallised and be converted into a fixed charge as to all of the undertaking, property and assets or such of them as may be specified in the notice.

**5.4.** In addition, and without prejudice to clause 5.3, any charge created by clause 5.1 or any charge created by clause 5.2 which is a floating charge shall automatically be converted into a fixed charge as to all of the undertaking, property and assets subject to such floating charge, subject to the relevant provisions of the Cyprus Companies Law CAP 113, as amended, if and to the extent applicable, and, in addition to any conversion which would occur under general law, shall automatically be converted (immediately and without notice) into a fixed charge as to all of the undertaking, property and assets subject to such floating charge if an Event of Default occurs.

**5.5.** The floating charge created by clause 5.2 shall rank behind all the fixed charges created by clause 5.1 but shall rank in priority to any other security created by you after the effective date hereof.

**5.6.** The Secured Assets shall be deemed to constitute primary and not collateral security and the security shall not be discharged or impaired by:

(a) the dealing with, existence or validity of any other security taken by us in relation to the Secured Obligations or any enforcement of or failure to take, perfect or enforce any such security;

(b) any amendment to or variation of the Secured Obligations;

(c) any release of or granting of time or any other indulgence to you or any third party; or

(d) any other act, event or omission which would or might but for this clause operate to impair or discharge the security constituted by, or your liability hereunder, including any act, omission or thing which would or might afford an equitable defence to a security.

**5.7.** The security hereby created is a continuing security notwithstanding any intermediate payment or settlement of account for the payment and discharge of the Secured Obligations and is in addition to, and shall neither be merged into, nor in any way exclude or prejudice, any other security, right of recourse, set-off, combination or other right or interest whatsoever which we may now have or at any time hereafter hold or have (or would apart from this Schedule hold or have) as regards you or any other person in respect of the Secured Obligations, and we may at any time take, give up, deal with, vary, exchange, or abstain from perfecting or enforcing any other security interest without affecting or prejudicing the security hereby created.

**5.8.** All our rights under this Schedule, the grant of the security in the Secured Assets, and all your obligations under this Schedule, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of these Terms or any Transaction or any other agreement or contract for which you agree to provide security to us or any other agreement or instrument relating to any of the foregoing;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any other agreement or instrument relating to any of the foregoing;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Secured Obligations; or

(d) any other circumstance that might otherwise constitute a defence available to, or a discharge of, you in respect of the Secured Obligations or in respect of this Schedule (other than the indefeasible payment in full of all the Secured Obligations).

**5.9.** The security constituted by this Schedule shall be cumulative, in addition to and independent of every other security which we may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by us over the whole or any part of the Secured Assets shall merge into the security constituted by this Schedule.

**5.10.** This Schedule shall remain in full force and effect as a continuing arrangement, notwithstanding any settlement or intermediate payment or other matter or thing whatsoever, unless and until you discharges it or it is otherwise discharged (in each case in accordance with this Schedule).

**5.11.** You shall not be entitled to sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets without our permission. We may, at your request, in our absolute discretion permit you to deal in or otherwise dispose of any of the Secured Assets, subject to the other provisions of

this Schedule. If at any time we consent to such a dealing or disposition, that consent shall in no way constitute a waiver of our right to refuse to give our consent to any other request. If we permit such a dealing or disposition of any of the Secured Assets, then on such dealing or disposition the relevant Secured Assets shall be automatically released from the security hereby created. Subject to the other provisions of this Schedule, you will be able to withdraw the Secured Assets in amount by which the total value of your the Secured Assets exceeds the total value of the Secured Obligations at the time of withdrawal.

**5.12.** You shall not at any time, except with our prior consent:

- (a) create, purport to create or permit to subsist any security on, or in relation to, any Secured Assets other than the security created by this Schedule;
- (b) create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party; or
- (c) amend, or agree to the amendment of, the rights or liabilities attaching to any of the Secured Assets.

**5.13.** We acknowledge that before the security constituted by this Schedule becomes enforceable or we exercise the Right to Use (if applicable):

- (a) you are the beneficial owner of the Secured Assets and there will be no transfer of full ownership, merely an encumbrance on the Secured Assets and the beneficial interest in the Secured Assets will remain with you; and
- (b) you shall be entitled to receive all dividends, interest and other distributions paid in respect of the Secured Assets and all voting and other rights and powers which may be exercised by the holder in respect of Secured Assets shall be exercised by you, or at your direction as described hereinabove.

**5.14.** You shall immediately on demand execute and deliver to us any document and do any other act or thing which we may specify for protecting, preserving or perfecting any security created or intended to be created by this Schedule or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of our powers, rights and discretions under this Schedule, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions and directions which we may request.

**5.15.** You shall not, without our prior consent, do, cause or permit to be done anything which may adversely affect the security created by this Schedule or which is a variation or abrogation of the rights attaching to or conferred on all or any part of the Secured Assets by this Schedule.

**5.16.** Your liability under this Schedule in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by or available to us being or becoming wholly or partially illegal, void or unenforceable on any ground;

(b) us renewing, determining or varying any Transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

(c) any other act or omission which, but for this provision, might have discharged or otherwise prejudiced or affected your liability hereunder.

**5.17.** You waive any right you may have of requiring us to enforce any security or other right; or claim any payment from, or otherwise proceed against, any other person, before enforcing the security created under this Schedule against you.

**5.18.** After the security created by this Schedule has become enforceable:

(a) all dividends, interest and other distributions paid in respect of the Secured Assets and received by you or on your behalf shall be immediately paid to us or, if received by us, may be applied by us as though they were proceeds of a sale under clause 15.2 of the General Terms; and

(b) all voting and other rights and powers which may be exercised by the holder in respect of Secured Assets shall be exercised by us, or at our direction and you shall comply with any directions we may, in our absolute discretion, give concerning the exercise of those rights and powers.

**5.19.** Upon or at any time after the occurrence of an Event of Default, we shall not be obliged to accept any instructions from you in respect of the Secured Assets.

**5.20.** If we are satisfied that all Secured Obligations have been irrevocably paid and discharged in full and that all facilities which might give rise to Secured Obligations have terminated, we shall, at your request and expense, release, reassign or discharge (as appropriate) the Secured Assets from the security created pursuant to this Schedule.

**5.21.** If we reasonably determine that any payment or delivery received or recovered by us may be avoided or invalidated after Secured Obligations have been discharged in full, and after any facility which might give rise to such Secured Obligations has been terminated, this Schedule (and the security created hereby) will remain in full force and effect and we will not be obliged to release any Secured Assets until the expiry of such period as we shall reasonably determine.

**5.22.** No payment which may be avoided or adjusted under any law, including any enactment relating to bankruptcy or insolvency, shall prejudice or affect our right to recover the Secured Obligations from you or to enforce the security created under this Schedule, to the full extent of the Secured Obligations.

## **6. Right to Use**

**6.1.** Clause 6.2 and 6.3 below do not apply unless you are a person other than a natural person.

**6.2.** You hereby authorise us at any time or times to borrow, lend, charge, pledge or otherwise encumber to cover any obligations or liabilities, whether present or future, actual or contingent, owed by us to any person and arising from time to time, and to hypothecate or re-hypothecate, on any terms, whether for its own account or for the account of third parties, and to dispose of or otherwise to use for our own purposes any Secured Assets by transferring such Secured Assets to ourselves or to another person without giving you prior notice of such transfer (**Right to Use**).

**6.3.** Upon exercising the Rights to Use Secured Assets will become Collateralised Assets (as defined in the General Terms) and you will have a right against us for the delivery of Equivalent Assets as set out therein. Upon delivery to you of Equivalent Assets, such Equivalent Assets will become subject to the security created by this Schedule and will constitute Secured Assets subject to all the provisions hereof.