



Information Statement in accordance with Article 15 of the Securities Financing Transactions Regulation

This Information Statement is provided for information purposes only and does not amend or supersede the express terms of a Relevant Agreement, any Transaction, or any rights or obligations you may have under applicable law, create any rights or obligations, or otherwise affect your or our liabilities and obligations.

1. Introduction

You have received this Information Statement because you have entered into a Relevant Agreement with us. The Relevant Agreements (including any particular Transaction) constitute Title Transfer Collateral Arrangements.

This Information Statement has been prepared to comply with Article 15 of the Securities Financing Transactions Regulation by informing you of the general risks and consequences that may be involved in concluding a Title Transfer Collateral Arrangement ("**Re-use Risks and Consequences**"). The information required to be provided to you pursuant to Article 15 of the Securities Financing Transactions Regulation relates only to Re-use Risks and Consequences, and so this Information Statement does not address any other risks or consequences that may arise as a result of your particular circumstances or as a result of the terms of a particular Transaction.

This Information Statement is not intended to be, and should not be relied upon as, legal, financial, tax, accounting or other advice. You should consult your own advisors for advice on concluding a Title Transfer Collateral Arrangement, including the impact on your business and the requirements of, and results of, entering into any Transaction.

In this Information Statement:

- "we", "our" and "us" refer to the provider of this Information Statement that may conduct Transactions with you (or, where we are acting on behalf of another person, including where that person is an affiliate, that person);
- "you" and "your" refer to each of the persons which has been informed about the provision of this Information Statement pursuant to Clause 3 in connection with entering into, continuing, executing or agreeing upon the terms of Transactions with us (or, where you are acting on behalf of other persons, each of those persons);
- "Relevant Agreement" means the Swiss Master Agreement for Repo Transactions or, as the case may be, the Global Master Repurchase Agreement with Swiss Annex (together, "the Relevant Agreements");



- "Securities Financing Transactions Regulation" means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (as amended from time to time);
- "Transaction" means a transaction entered into, executed or agreed between you and us under a Relevant Agreement;
- "Financial Instrument" means the instruments set out in Section C of Annex I to Directive 2014/65/EU on markets in financial instruments;
- "Title Transfer Collateral Arrangement" means an arrangement, including repurchase agreements, under which a collateral provider transfers full ownership of financial collateral to a collateral taker for the purpose of securing or otherwise covering the performance of relevant financial obligations.

2. Re-use Risks and Consequences

Where you provide Financial Instruments to us under a Transaction, we draw your attention to the following Re-use Risks and Consequences:

- a) your rights, including any proprietary rights that you may have had, in those Financial Instruments will be replaced by an unsecured contractual claim for delivery of equivalent Financial Instruments subject to the terms of the Relevant Agreement;
- b) those Financial Instruments will not be held by us in accordance with client asset rules, and, if they had benefited from any client asset protection rights, those protection rights will not apply (for example, the Financial Instruments will not be segregated from our assets and will not be held subject to a trust);
- c) in the event of our insolvency or default under the Relevant Agreement your claim against us for delivery of equivalent Financial Instruments will not be secured and will be subject to the terms of the Relevant Agreement and applicable law and, accordingly, you may not receive such equivalent Financial Instruments or recover the full value of the Financial Instruments (although your exposure may be reduced to the extent that you have liabilities to us which can be set off or netted against or discharged by reference to our obligation to deliver equivalent Financial Instruments to you);
- d) in the event that a resolution authority exercises its powers under any relevant resolution regime in relation to us any rights you may have to take any action against us, such as to terminate the Relevant Agreement, may be subject to a stay by the relevant resolution authority and:



- your claim for delivery of equivalent Financial Instruments may be reduced (in part or in full) or converted into equity; or
- a transfer of assets or liabilities may result in your claim on us, or our claim on you, being transferred to different entities

although you may be protected to the extent that the exercise of resolution powers is restricted by the availability of set-off or netting rights;

- e) as a result of your ceasing to have a proprietary interest in those Financial Instruments you will not be entitled to exercise any voting, consent or similar rights attached to the Financial Instruments, and even if we have agreed to exercise voting, consent or similar rights attached to any equivalent Financial Instruments in accordance with your instructions or the Relevant Agreement entitles you to notify us that the equivalent Financial Instruments to be delivered by us to you should reflect your instructions with respect to the subject matter of such vote, consent or exercise of rights, in the event that we do not hold and are not able to readily obtain equivalent Financial Instruments, we may not be able to comply (subject to any other solution that may have been agreed between the parties);
- f) in the event that we are not able to readily obtain equivalent Financial Instruments to deliver to you at the time required: you may be unable to fulfil your settlement obligations under a hedging or other transaction you have entered into in relation to those Financial Instruments; a counterparty, exchange or other person may exercise a right to buy-in the relevant Financial Instruments; and you may be unable to exercise rights or take other action in relation to those Financial Instruments;
- g) subject to any express agreement between you and us, we will have no obligation to inform you of any corporate events or actions in relation to those Financial Instruments;
- h) you will not be entitled to receive any dividends, coupon or other payments, interests or rights (including securities or property accruing or offered at any time) payable in relation to those Financial Instruments, although the express written terms of the Relevant Agreement or a particular Transaction may provide for you to receive or be credited with a payment by reference to such dividend, coupon or other payment (a "manufactured payment");
- i) the provision of title transfer collateral to us by you and the delivery by us to you of equivalent Financial Instruments may give rise to tax consequences that differ from the tax consequences that would have otherwise applied in relation to the holding by you or by us for your account of those Financial Instruments;
- k) where you receive or are credited with a manufactured payment, your tax treatment may differ from your tax treatment in respect of the original dividend, coupon or other payment in relation to those Financial Instruments.



3. Power of Attorney and Provision of Information

This Information Statement is deposited by us at SIX Repo AG. SIX Repo AG is authorized to represent us with regard to (i) the provision and the delivery of this Information Statement to any existing and future participant of SIX Repo AG that has entered into or may hereafter enter into the Relevant Agreement(s) and (ii) the reception of declarations regarding information statements according to Article 15 of the Securities Financing Transactions Regulation from any existing and future participant of SIX Repo AG that has entered into or may hereafter enter into the Relevant Agreement(s).

In addition, SIX Repo AG will, without undue delay, inform any existing and future participant that has entered into or may hereafter enter into the Relevant Agreement(s) of the provision of this Information Statement by us.

Company Name: _____

Street / Number: _____

City / ZIP Code: _____

Country: _____

Phone: _____

Place and Date

Name of Signatory 1

Name of Signatory 2