



# Securities Lending Agreement

06-05-2022

BUX B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) with its statutory seat in Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce in Amsterdam under number 58403949. BUX B.V. is authorised as an investment firm and supervised as such by the Dutch Authority for the Financial Markets (AFM).

## Introduction

This agreement applies when you make use of the services of BUX B.V.

### Parties

BUX B.V, with its registered office at Plantage Middenlaan 62, 1018 DH, Amsterdam (hereinafter: 'BUX'), represented by Yorick Naeff

and

Client

### Whereas

- You and BUX have entered into a Client Agreement on the basis of which BUX shall provide services in response to an assignment from You;
- By means of this Agreement, you give consent to BUX for borrowing Your Financial Instruments and to lend those Financial Instruments to a third party;
- BUX will apply a collateral structure which aims to mitigate the risk that BUX is unable to meet its obligations towards You in connection with the Lending of Financial Instruments.

## BUX's services and the terms and conditions governing Securities

### Lending

#### 1. Definitions

- 1.1 The terms used in this BUX Securities Lending Agreement have the same meaning as attributed to them in the Client Agreement, unless defined otherwise below:
- a. Financial Instruments: financial instruments referred to in the Securities Lending Handbook, which the Client holds in his/her Account and, on the basis of this Securities Lending Agreement, may from time to time be used by BUX;
  - b. The Borrower: a party designated by BUX, as specified in more detail in the Securities Lending Handbook, with which BUX enters into loan transactions;
  - c. Collateral: security in the form of Financial Instruments that BUX will receive if it Lends Your Financial Instruments to a third party, which security BUX will transfer to Stichting BUX Collateral;
  - d. Securities Lending Handbook: the handbook which describes the obligations and rights of the Client in relation to Securities Lending, as well as the most important risks of Securities Lending;
  - e. Securities Lending Agreement: this BUX Securities Lending Agreement.

#### 2. Securities Lending Agreement, priority, amendments

- 2.1 The Terms and Conditions of Securities Lending and the Securities Lending Handbook both apply to this Securities Lending Agreement and form an integral part of the Securities Lending Agreement.
- 2.2 By signing this Securities Lending Agreement, You declare You have received, read and understood the contents of this Securities Lending Agreement and the Securities Lending Handbook.

- 2.3** In the event of any conflict or inconsistency between the Securities Lending Agreement and the Securities Lending Handbook, the BUX Securities Lending Agreement has priority.
- 2.4** BUX is entitled to amend the Securities Lending Agreement by aligning these conditions with:
- 2.4.1** Changes in our product and service offering;
  - 2.4.2** Legislative and regulatory changes;
  - 2.4.3** Changes in the interpretation of laws by the supervisory authorities;
  - 2.4.4** Technological developments;
  - 2.4.5** Any other changes due to the fact that BUX B.V. has a reasonable interest in changing the conditions.
- 2.5** BUX BV is not allowed to amend these conditions in such a way that it would disrupt the balance between your rights and BUX's rights in your disadvantages.
- 2.6** BUX BV informs you about any changes and the date it will be applicable at least thirty (30) days before the changes apply. If You do not wish to accept such changes, You have the right to terminate this Securities Lending Agreement with immediate effect. The thirty (30) days notice period is not needed in case the changes are a result of:
- A ruling of a court or complaint committee;
  - An instruction or order of the regulator;
  - Changes in and to comply with applicable Laws and Regulations.

### **3. Terms & Conditions and Risks of Securities Lending**

- 3.1** You herewith give consent to BUX to borrow Your Financial Instruments. BUX may, in turn, Lend these Financial Instruments to a Borrower. You lose the legal title to the Financial Instruments during the lending period but retain the economic benefits of these Financial Instruments. BUX makes use of BUX Custody for the safekeeping of the Financial Instruments and money for Clients. If BUX Lends Your Financial Instruments to a Borrower, BUX will ensure that these Financial Instruments are directly transferred from BUX Custody to the Borrower.
- 3.2** Financial Instruments which BUX has borrowed from You, do during the borrowing period, not fall under the asset segregation structure of BUX. Instead, You have a claim against BUX for the redelivery of the Financial Instruments concerned. BUX intends to Lend Your Financial Instruments to third parties. BUX will ensure that Stichting BUX Collateral receives a sufficient amount of collateral when it does so. BUX will transfer this collateral to Stichting BUX Collateral. In the event that BUX would not be able to meet its obligations towards You in relation to Your Lent Financial Instruments, Stichting BUX Collateral will apply the collateral it holds, to acquire equivalent Financial Instruments. Stichting BUX Collateral will subsequently deliver those Financial Instruments to You and other Clients who Lent their Financial Instruments to BUX.
- 3.3** The Financial Instruments that are Lent shall be specified in BUX's administration as being allocated to one or more Clients on the basis of a predetermined allocation procedure.
- 3.4** To limit the risks associated with Lending Financial Instruments as far as possible, BUX is responsible for ensuring that BUX Custody continuously receives collateral which is worth at least the value of the Financial Instruments being Lent. The most significant risks are described in the Securities Lending Handbook. The Client declares that he/she is aware of, understands, and accepts the features and risks of Securities Lending.
- 3.5** BUX is not obliged to use any of Your Financial Instruments for securities lending purposes.
- 3.6** You will lose Your voting rights on the Financial Instruments being used by BUX.

- 3.7** You will be entitled to monetary compensation if a dividend or other payment is made on the Financial Instruments that have been used, as specified in more detail in the Securities Lending Handbook.
- 3.8** You are aware that, by signing the Securities Lending Agreement, You lose Your rights of ownership on the Financial Instruments being used during the Lending period; as a result of which, during the Lending period, You will no longer enjoy the same protection of the Financial Instruments which You would have enjoyed had the Financial Instruments not been Lent.

**4. Applicable law and competent court**

- 4.1** This Agreement is governed by Dutch law.
- 4.2** In the event of any dispute between BUX and Client, this dispute will be submitted to the competent court in Amsterdam which has the jurisdiction to hear all disputes ensuing from this agreement.

**Signature**

**BUX B.V.**

**Client**