

**APPENDIX A TO AFX RULEBOOK**

**STANDARD TERMS AND CONDITIONS**

**(FOR LOANS EXECUTED ON THE AFX MARKETS)**

The following are the standard terms and conditions (the “Standard Terms”) that will apply to and govern each loan transaction executed between Exchange Participants in the AFX Markets, which will be deemed to have been entered into, and will constitute a legal and binding obligation of each party, in accordance with the Standard Terms and the terms of the AFX Rulebook (as defined below), at the time a proposed transaction is matched and executed in the AFX ETS (a “Loan”). Each Loan entered into by an Exchange Participant may be cancelled or unwound pursuant to the AFX Rulebook. Each Exchange Participant will be obligated to perform its respective obligations related to the Loan pursuant to the Standard Terms and any additional terms and conditions set forth in the AFX Rulebook, for so long as the Loan to which such Exchange Participant is a party is outstanding. The AFX Rulebook is hereby incorporated by reference into these Standard Terms. These Standard Terms, including the applicable provisions of the AFX Rulebook, represent a legally binding and enforceable agreement between two Exchange Participants that enter into a Loan through the AFX ETS solely with respect to such Loan. For the avoidance of doubt, if and to the extent such two Exchange Participants enter into a new Loan through the AFX ETS, there shall be created a separate legally enforceable agreement under these Standard Terms. Following entry into a Loan through the AFX ETS, AFX will issue a transaction confirmation (a “Confirmation”), which shall reflect the information set forth in Schedule I hereto, to each Exchange Participant that is a party to such Loan and such Confirmation, absent manifest error, shall be binding on the Exchange Participants and shall constitute the definitive and binding terms of each Loan. Any capitalized terms used but not otherwise defined in the Standard Terms shall have the meaning ascribed to such terms in the AFX Rulebook.

**Chapter 1 - Loan Terms**

**1.1**     *Loan Parties.*

Each Loan will be made by and between the Borrower and the Lender specified in the Confirmation issued with respect to the Loan.

**1.2**     *Effective Date.*

Each Loan will be deemed to have been made on Effective Date; *provided, however*, that for the avoidance of doubt, solely with respect to a Secured Allocated Collateral Loan or a Secured Delivered Collateral Loan, the term of the Secured Allocated Collateral Loan or Secured Delivered Collateral Loan, as the case may be, shall commence on the Secured Loan Term Start Date, subject to any condition precedent.

### 1.3 *Principal Amount & Funding.*

Each Loan will be made in an aggregate principal amount equal to the amount set forth in the Confirmation issued with respect to the Loan (the "Loan Amount").

(a) For an Unsecured Loan, initial payment of the Loan Amount shall be made by the Lender in U.S. Dollars to Borrower not later than 5:30 p.m. (Chicago, Illinois Time) on the Effective Date. Such payment shall be made to Lender by Borrower by transfer of immediately available funds through FedWire (or other customary and appropriate means outside of the AFX ETS). Any funds received by Borrower after 5:30 p.m. (Chicago, Illinois time) on any date shall be deemed to have been paid on the next succeeding Business Day.

(b) For a Secured Allocated Collateral Loan or a Secured Delivered Collateral Loan, initial payment of the Loan Amount shall be made by the Secured Lender in U.S. Dollars to the Secured Borrower by 5:30 p.m. (Chicago, Illinois Time) on the Secured Loan Term Start Date. Such payment shall be made to Secured Borrower by Secured Lender by transfer of immediately available funds through FedWire (or other customary and appropriate means outside of the AFX ETS). Any obligation to fund a Secured Allocated Collateral Loan shall be subject to the condition precedent set forth in Section 1.5(a)(ii) below and any obligation to fund a Secured Delivered Collateral Loan shall be subject to the condition precedent set forth in Section 1.5(b)(ii) below.

### 1.4 *Interest on the Loan.*

Each Loan shall bear interest on the unpaid Loan Amount at a rate per annum equal to the rate specified in the Confirmation issued with respect to the Loan (the "Interest Rate"), from and including, for an Unsecured Loan, the Effective Date or, for a Secured Allocated Collateral Loan or a Secured Delivered Collateral Loan, the Secured Loan Term Start Date, through but excluding the date upon which the Loan Amount is fully paid. All accrued and unpaid interest on the unpaid Loan Amount shall be payable on the date that is: (a) for Unsecured Loans, one Business Day after the Effective Date or the Business Day that is thirty calendar days after the Effective Date (provided, that if such day is not a Business Day, the next following Business Day), depending on the "Maturity Date" of the Bilateral Loan specified in the Confirmation issued with respect to the Loan, or (b) for Collateralized Loans, the Business Day that is thirty calendar days after the Business Day following the Effective Date; provided, that if such day is not a Business Day, the next following Business Day (any such date, the "Maturity Date"). "Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks in Chicago, Illinois are authorized or required by law to close. To the extent that the Loan has been accelerated in accordance with Section 5.1 herein, Borrower shall repay the Loan Amount, together with all accrued and unpaid interest thereon, immediately upon the date of such acceleration.

(a) Notwithstanding the foregoing, (i) upon the occurrence and during the continuance of an Event of Default under Section 5.1(i) and (ii) in any case with respect to any overdue amount under the Loan (including accrued and unpaid interest), with respect to such overdue amount, interest thereon shall accrue and be compounded on a daily basis on such amount and the interest due and owing on such amount for each day from (and including) the date of such Event of Default to (but excluding) the date of actual payment (by Borrower) at a rate *per annum* equal to the Interest Rate *plus* 1%.

(b) All interest (including each notional amount of interest calculated in connection with Section 1.4(a)) shall accrue and be calculated based on actual days elapsed and a 360-day year. Interest shall not accrue on the Loan, or any portion thereof, for the day on which the Loan or such portion is paid in accordance with Section 1.6.

**1.5** *Loan Collateral.*

(a) With respect to a Secured Allocated Collateral Loan,

(i) to secure the payment and the performance of Secured Borrower's Obligations with respect to the Secured Allocated Collateral Loan, and for value received, Secured Borrower hereby pledges to the relevant Collateral Agent, for the benefit of the Secured Lender to such Secured Allocated Collateral Loan and any other Secured Lenders to Secured Borrower from time to time, a security interest in Secured Borrower's Collateral pursuant to Chapter VII of the AFX Rulebook.

(ii) After execution of the Secured Allocated Collateral Loan by Secured Borrower, and as a condition precedent to the release of the proceeds of such Secured Allocated Collateral Loan to Secured Borrower, Secured Borrower shall cause the Collateral Agent to allocate Eligible Collateral in its Collateral Account having an aggregate Value at least equal to the principal amount plus the Premium Amount of such Secured Allocated Collateral Loan. Such transfer and allocation of Eligible Collateral shall occur by not later than 12:00 p.m. (Chicago, Illinois time) on the Secured Loan Term Start Date.

(b) With respect to a Secured Delivered Collateral Loan,

(i) to secure the payment and the performance of any or all of the Secured Borrower's Obligations under the Secured Delivered Collateral Loan, and for value received, Secured Borrower shall pledge to the relevant Secured Lender, a security interest in the relevant Delivered Collateral pursuant to the Standard Pledge between parties hereto.

(ii) After execution of a Secured Delivered Collateral Loan by Secured Borrower, and as a condition precedent to the release of the proceeds of such Secured Delivered Collateral Loan to Secured Borrower, Secured Borrower shall Deliver pursuant to the Standard Pledge Eligible Collateral having an aggregate Value at least equal to the principal amount plus the Premium Amount of the Secured Delivered Collateral Loan. Such delivery of Eligible Collateral shall occur by not later than 12:00 p.m. (Chicago, Illinois time) on the Secured Loan Term Start Date.

**1.6** *Payments.*

(a) The payment of the principal and interest on an outstanding Unsecured Loan and any other payments thereunder shall be made by the Borrower in U.S. Dollars to Lender not later than 1:00 p.m. (Chicago, Illinois time) on the Maturity Date. Such payment shall be made to Secured Lender by Secured Borrower by transfer of immediately available funds through FedWire (or other customary and appropriate means outside of the AFX ETS). Any funds

received by Lender after 5:30 p.m. (Chicago, Illinois time) on any date shall be deemed to have been paid on the next succeeding Business Day.

(b) The payment of the principal and interest on an outstanding Secured Allocated Collateral Loan or Secured Delivered Collateral Loan and any other payments thereunder shall be made by the Secured Borrower in U.S. Dollars to the Secured Lender by not later than 1:00 p.m. (Chicago, Illinois time) on the Maturity Date. Such payment shall be made to Secured Lender by Secured Borrower by transfer of immediately available funds through FedWire (or other customary and appropriate means outside of the AFX ETS). Any funds received by Lender after 5:30 p.m. (Chicago, Illinois time) on any date shall be deemed to have been paid on the next succeeding Business Day.

### **1.7** *Taxes.*

All payments made on a Loan pursuant to these Standard Terms shall be made free and clear of and without deduction or withholding for any taxes, unless the withholding of such tax is required by Applicable Law, in which case such tax shall be withheld or deducted and paid over to the relevant Governmental Authority in accordance with Applicable Law. Lender (and any assignee of Lender) shall deliver to Borrower executed originals of IRS Form W-9 (or an applicable IRS Form W-8) certifying that such Lender (or assignee, as relevant) is exempt from U.S. federal backup withholding tax. Each party (including any assignee) agrees to complete, accurately and in a manner reasonably satisfactory to the other party, and to execute, arrange for any required certification of, and deliver to the other party (or to such Governmental Authority as the other party reasonably directs), any form or document that may be required or reasonably requested in order to allow the other party to make a payment on a Loan pursuant to these Standard Terms without any deduction or withholding for or on account of any tax or with such deduction or withholding at a reduced rate, promptly upon the earlier of (i) reasonable demand by the other party and (ii) learning that the form or document is required. Each party (including any assignee) agrees that if any such form or document that such party (or assignee) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the other party in writing of its legal inability to do so.

## **Chapter 2 – Conditions Precedent**

The execution of each Loan and each of Borrower's and Lender's obligations pursuant to these Standard Terms with respect to such Loan shall be conditioned upon the following, and, in the event that any such condition is not satisfied, no Loan may be executed by such party.

### **2.1** *Compliance with Standard Terms.*

Each of Borrower and Lender shall be in full compliance with the terms and conditions set forth in the Standard Terms, including any applicable provisions of the AFX Rulebook.

### **2.2** *Truthfulness of Representations and Warranties.*

The representations and warranties of each of Borrower and Lender set forth in these Standard Terms shall be true and correct in all respects as of the Effective Date.

**2.3**     *No Event of Default.*

No event shall have occurred that would constitute an Event of Default with respect to Borrower or Lender, as the case may be, in connection with such party or with respect to any Loan it has entered into that remains outstanding.

**2.4**     *Collateral Allocation or Delivery.*

(a) With respect to any Secured Allocated Collateral Loan, it shall be a condition precedent for the Secured Lender's obligation under these Standard Terms that the Secured Borrower has caused the relevant Collateral Agent to allocate Eligible Collateral in accordance with Section 1.5(a)(ii) hereof and Chapter VII of the Rulebook.

(b) With respect to any Secured Delivered Collateral Loan, it shall be a condition precedent for the Secured Lender's obligation under these Standard Terms that the Secured Borrower has Delivered pursuant to the Standard Pledge Eligible Collateral in accordance with Section 1.5(b)(ii) hereof.

**Chapter 3 – Representations and Warranties**

Borrower hereby represents and warrants to Lender, Lender hereby represents and warrants to Borrower, and each of Borrower and Lender, represents and warrants on its own behalf to and for the benefit of AFX, that, as of the Effective Date and up to and including the Maturity Date of each Loan:

**3.1**     *Due Organization, Good Standing and Authority.*

It is duly formed and validly existing, and is in good standing under the laws of its jurisdiction of organization. It has the power and authority to enter into the Loan and to perform its obligations thereunder. The execution and performance of the Loan and the consummation of the transactions contemplated hereby have been duly authorized by all of its necessary corporate or similar action, and no other action or proceeding on its part is necessary to authorize the execution of the Loan or the consummation of the transactions contemplated hereby.

**3.2**     *Binding Effect.*

Its entering into the Loan pursuant to the Standard Terms constitutes a valid and binding obligation, enforceable against it in accordance with such terms, subject to applicable bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally and to general principles of equity.

**3.3**     *No Consents.*

No consent, waiver, approval, authorization, exemption, registration, license or declaration of or by, notice to or filing with, any Governmental Authority is required to be made or obtained by it in connection with its entering into the Loan and performance pursuant to the Standard Terms. For purposes of the Standard Terms, "Governmental Authority" shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity

exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

### **3.4**     *No Conflicts or Default.*

Its entering into the Loan and its performance pursuant to the Standard Terms and the consummation of the transactions contemplated hereby do not and will not result in a breach or violation of, or constitute a default under, any of the terms and provisions of (i) its organizational documents; (ii) any agreement or instrument binding upon it or any of its properties or assets, the breach of which would have a Material Adverse Effect; or (iii) any applicable laws to which it or any of its property or assets is subject, violation of which would reasonably be expected to have a Material Adverse Effect. No Event of Default has occurred and is continuing. For purposes of the Standard Terms, “Material Adverse Effect” shall mean a material adverse effect on or material adverse change in: (w) the financial condition, assets, prospects or business of Borrower or Lender, taken as a whole; (x) the ability of Borrower or Lender to perform or comply with its obligations under the Standard Terms or its material obligations under any other documents related to the Loan (such documents, together with the Standard Terms, the “Loan Documents”); (y) the validity, legality or enforceability of the Standard Terms or any other Loan Documents; or (z) the validity, perfection or priority of the Security Interests provided under the Standard Terms, as applicable.

### **3.5**     *Compliance with Laws.*

It has complied and is in compliance, in all material respects, with all laws applicable to such entity, as the case may be, it has not been charged with or found to have committed any material violation of any provision of any law, and it has not received any written notice of any material violation of law, in each case except as would not reasonably be expected to have a Material Adverse Effect.

### **3.6**     *Due Diligence.*

It understands, acknowledges and agrees that it is solely responsible for the taking of all actions and the satisfaction of all obligations required of it under Applicable Law and its customary practices, policies and procedures, in connection with any Loan (or in connection with any other similar transaction) that it enters into, and that AFX and any Service Provider providing services to AFX shall have no responsibility or liability whatsoever related to or arising out of the performance of such functions and satisfaction of such obligations. Such actions and obligations include, without limitation, performing due diligence on and verifying the creditworthiness of any party to a Loan, performing due diligence on and satisfying all requirements and obligations under Applicable Law and its customary practices and procedures regarding any other party, including but not limited to “know-your-customer,” anti-money laundering and other similar requirements and obligations.

### **3.7**     *Representations and Warranties of Bank Loan Market Participants and Non-Bank Loan Market Participants.*

(a) It is one of the following types of entities: (i) a Bank, (ii) an insurance company subject to regulation as such under applicable laws and regulations, (iii) a broker-dealer registered with the Securities and Exchange Commission as such (or an affiliate thereof); (iv) a lender that is registered as such under Regulation U of the Board of Governors of the Federal Reserve System; (v) a fund that relies on Section 3(c)(1) or 3(c)(7) of the Investment Company

Act for exemption from such Act that has as one of its primary purposes the making of loans; (vi) a “finance company” that is affiliated with a broker-dealer, corporation or financial institution and that is regularly engaged in the business of making loans, (vii) a futures commission merchant registered with the Commodity Futures Trading Commission as such, (viii) an “investment company” within the meaning of the Investment Company Act of 1940, as amended; (ix) a corporation.

(b) If acting as a Lender, it is regularly engaged, in the ordinary course of its business, in the making of loans for the purpose of providing short-term operational funding to the borrowers of such loans where such loans are made in the form of, and are characterized and treated by the parties, for purposes of their books and records and any applicable regulatory requirements, as loans, and are not in the form of, and are not documented or characterized as, debt securities, notes, deposits or other types of investment transactions or instruments.

### **3.8**     *Representations and Warranties of Secured Borrower.*

With respect to a Secured Allocated Collateral Loan, Secured Borrower hereby represents and warrants as to each of the items listed in Rule 7.1.4 of the AFX Rulebook.

## **Chapter 4 – Covenants**

Borrower and Lender, each on its own behalf, hereby covenants to each other party with which it has entered into a Loan, and to AFX, that, so long as the Loan remains outstanding:

### **4.1**     *Existence.*

It (i) shall maintain its legal existence under the laws of the jurisdiction of its organization, (ii) shall maintain good standing under the laws of the jurisdiction of its organization and all other jurisdictions in which it maintains offices or does business, (iii) shall maintain all licenses necessary or desirable for the performance of its obligations under the Standard Terms and the continued operation of its business, in full force and effect, and (iv) shall qualify and remain qualified to do business in each jurisdiction in which it transacts its business, except, in the case of clauses (ii), (iii) and (iv), where the failure to do so, when taken together with all other such failures, would not reasonably be expected to have a Material Adverse Effect.

### **4.2**     *Compliance with Laws.*

It shall comply in all material respects with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (i) such requirement of law or order, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (ii) the failure to comply therewith would not reasonably be expected to result in a Material Adverse Effect.

### **4.3**     *Compliance with AFX Rulebook.*

It shall comply in all material respects and at all times with the rules, terms, conditions and obligations set forth in the AFX Rulebook, as amended from time to time, as relating to such Loan evidenced hereby and the Standard Terms as relating to such Loan. In the event of any occurrence, event, action, condition or circumstance that causes it to be out of compliance with or default on its obligations

pursuant to the AFX Rulebook and the Standard Terms (a “Non-Compliance Event”), it shall deliver immediate written notice of such Non-Compliance Event to the other party on the Loan and AFX.

#### **4.4**     *Books and Records.*

It shall maintain any and all agreements, documents or other records related to the Loan as part of its official books and records, *provided, however*, that the books and records of AFX, as reflected in the AFX ETS with respect to the Loan evidenced hereby, shall constitute the definitive records of all information related to the Loan evidenced hereby.

#### **4.5**     *Due Diligence.*

It shall be solely responsible for any initial and ongoing due diligence related to any other party with which it enters into a Loan, including but not limited to “know-your-customer,” anti-money laundering and any other similar requirements or regulations under Applicable Law, and for compliance with its customary practices, policies and procedures with respect to each Loan and each other party to a Loan. Without limitation of the foregoing, it shall be solely responsible for any initial and ongoing assessment or evaluation as to the credit rating and credit worthiness of each other party at each time a Loan is entered into and for so long as any Loan remains outstanding.

#### **4.6**     *Covenants of Secured Borrower.*

With respect to a Secured Allocated Collateral Loan, Secured Borrower hereby covenants to each of the items listed in Rule 7.1.5 of the AFX Rulebook.

### **Chapter 5 – Events of Default**

#### **5.1**     *Events of Default.*

Any one or more of the following events shall constitute an “Event of Default” with respect to the Borrower:

(i) default shall occur in the payment of any portion of the Loan Amount, together with all accrued and unpaid interest thereon, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise;

(ii) Borrower shall fail to comply with or perform any term, covenant or agreement contained in any covenant or agreement contained in these Standard Terms or any other Loan Documents, in any material respect (other than a covenant or agreement described in clauses (i) above) and such failure pursuant to this clause (ii) shall have continued unremedied for three business days after written notice thereof from Lender to Borrower;

(iii) any representation and warranty pursuant to Section 3 hereof, or any other material representation, warranty or certification made or deemed made herein or in any other Loan Documents (or in any modification or supplement hereto or thereto) by Borrower, or any certificate furnished to Lender pursuant to the provisions hereof, shall have been false or misleading as of the time made or furnished in any material respect,



*provided* that if such false or misleading statement or certification is capable of being cured, it shall not be an Event of Default if Borrower effects such cure within three days after written notice from Lender or knowledge by Borrower of such false or misleading statement or certification;

(iv) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (A) relief in respect of Borrower, or of a substantial part of the property of any such Person (where, for purposes of these Standard Terms, “Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity), under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law; (B) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any such Person or for a substantial part of the property of such Person; or (C) the winding-up or liquidation of any such Person; and such proceeding or petition shall continue undismissed for ten days or an order or decree approving or ordering any of the foregoing shall be entered;

(v) a competent government agency having primary regulatory authority over the Borrower shall be appointed as a receiver, liquidator or other similar official in any receivership, insolvency, liquidation or similar proceedings under any applicable federal or state banking, insolvency or similar law now or hereafter in effect with respect to the Borrower or of a substantial part of the property of any such Person, or an order in any case or proceeding under any applicable federal or state banking, insolvency or similar law now or hereafter in effect shall be entered or decreed appointing a receiver, liquidator or other similar official with respect to the Borrower or all or of a substantial part of the property of any such Person.

(vi) Borrower shall (A) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law; (B) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (vi) above; (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any such Person or for a substantial part of the property of such Person; (D) file an answer admitting the material allegations of a petition filed against it in any such proceeding; (E) make a general assignment for the benefit of creditors; (F) become unable, admit in writing its inability or fail generally to pay its debts as they become due; (G) take any action for the purpose of effecting any of the foregoing; or (H) wind up or liquidate;

(vii) (A) these Standard Terms or any material provisions hereof, shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or Borrower shall repudiate or deny any portion of its liability or obligation hereunder or thereunder, or (B) any other Loan Documents, shall for any reason (other than pursuant to the terms hereof) cease to create a valid security interest in the Collateral purported to be covered thereby or such security interest shall for any reason cease to be a perfected security interest;

(viii) one or more final, non-appealable judgments, orders, decrees or arbitration awards shall be entered against Borrower (A) involving the aggregate liability of \$5 million or more (net of insurance coverage provided by a carrier and for which liability has been acknowledged in writing by such carrier), and the same shall remain unsatisfied, unvacated or unstayed pending appeal for a period of ten days after the entry thereof or (B) that has or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, and there shall be a period of ten consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(ix) (A) with respect to a Secured Allocated Collateral Loan, the Secured Borrower has not transferred sufficient items of Eligible Collateral with respect to a proposed Secured Delivered Loan in accordance with Section 1.5(a)(ii) hereof or (B) with respect to a Secured Delivered Collateral Loan, the Secured Borrower has not transferred sufficient items of Eligible Collateral with respect to a proposed Secured Delivered Collateral Loan in accordance with Section 1.5(b)(ii) hereof.

then, and in every such event (other than an event with respect to Borrower described in clause (iv) or (v) above), and at any time thereafter during the continuance of such event, Lender may, by notice to Borrower, (x) declare the Loan then outstanding to be forthwith due and payable in whole or in part, whereupon the Loan Amount so declared to be due and payable, together with accrued interest thereon, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower, anything contained herein to the contrary notwithstanding; and (y) pursue any applicable remedies available to it under the UCC or otherwise, as applicable; and, in any event, in an event with respect to Borrower described in clause (iv) or (v) above, the Loan Amount then outstanding, together with accrued interest thereon, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower, anything contained herein to the contrary notwithstanding.

## **Chapter 6– Miscellaneous**

### **6.1**     *Entire Understanding.*

These Standard Terms, together with the relevant provisions of the AFX Rulebook (as amended from time to time), if any, constitute the entire agreement between the parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, written or oral, between the parties with respect to the subject matter thereof.

### **6.2**     *Amendments and Waivers.*

AFX may amend these Standard Terms and any provisions of the AFX Rulebook, in accordance with such AFX Rulebook at any time, *provided* that any such amendments will apply only to Loans entered into after the effective date of such amendments. Borrower and Lender may, with the written consent of the Exchange, amend the terms of these Standard Terms upon written agreement of each party.

**6.3** *No Assignment.*

No party may assign any of its rights or obligations under any Loan and any assignment in violation of this Section 6.3 shall be void *ab initio*.

**6.4** *Severability.*

If any one or more of the provisions of these Standard Terms shall be for any reason whatsoever held invalid, to the extent permitted by law, such provisions shall be deemed severable from and shall in no way affect the validity and enforceability of the remaining provisions hereof.

**6.5** *Notices.*

All notices and communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by facsimile or email, *provided* that the facsimile or email is promptly confirmed by telephone confirmation thereof, to the Person at the address specified on the books and records of AFX, or such other address as may be designated in writing hereafter, in the same manner, by such Person.

**6.6** *Governing Law; Waiver of Jury Trial.*

**THESE STANDARD TERMS SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. BORROWER AND LENDER EACH ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE STANDARD TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE STANDARD TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**6.7** *Consent to Jurisdiction.*

Borrower and Lender each agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to these Standard Terms or the transactions contained in or contemplated by these Standard Terms exclusively in the United States District Court for the Northern District of Illinois or any Illinois court sitting in Chicago (the "Chosen Courts"), and solely in connection with claims arising under these Standard Terms or the transactions that are the subject of these Standard Terms (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 6.5. Borrower and Lender each agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. With respect to any Borrower or Lender that does not maintain a place of business in the United States or is not qualified to do business in any state in the

United States, each such Borrower or Lender irrevocably designates C.T. Corporation as its agent and attorney-in-fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts, and each such Borrower or Lender stipulates that such consent and appointment is irrevocable and coupled with an interest.

**6.8**     *Successors and Assignees.*

These Standard Terms shall bind Borrower and Lender and their successors and permitted assigns. These Standard Terms shall inure to the benefit of, and shall be enforceable by Borrower and Lender and their successors and permitted assigns.

**6.9**     *Disclaimer of Liability.*

AFX shall have no responsibility or obligations with respect to Borrower's and Lender's ongoing compliance with the rules, terms, conditions and obligations set forth in the AFX Rulebook, or Borrower's and Lender's performance of their respective obligations pursuant to the Standard Terms. AFX disclaims any and all liability with respect to any loss or claim for damages based on or arising out of any breach of the provisions of the AFX Rulebook or the Standard Terms by Borrower or Lender.

**Schedule I**

**Transaction Confirmation Information**

AFX Trade Confirmations will contain the following information:

- |         |                   |                              |
|---------|-------------------|------------------------------|
| Item 1. | Trade ID:         | _____                        |
| Item 2. | Trade Date:       | _____                        |
| Item 3. | Borrower:         | _____                        |
| Item 4. | Lender:           | _____                        |
| Item 5. | Loan Amount:      | _____                        |
| Item 6. | Interest Rate:    | _____                        |
| Item 7. | Repayment Amount: | _____                        |
| Item 8. | Maturity Date:    | _____                        |
| Item 9. | Loan Type:        | Unsecured (uncollateralized) |
|         |                   | or                           |
|         |                   | Secured (collateralized)     |