



**Registration of a Charge**

Company Name: **TRADITION LONDON CLEARING LIMITED**

Company Number: **03633863**



Received for filing in Electronic Format on the: **30/04/2024**

XD25807E

**Details of Charge**

Date of creation: **24/04/2024**

Charge code: **0363 3863 0005**

Persons entitled: **DEUTSCHE BANK AG**

Brief description: **N/A**

**Contains fixed charge(s).**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LAURA COLLINS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3633863

Charge code: 0363 3863 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2024 and created by TRADITION LONDON CLEARING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2024 .

Given at Companies House, Cardiff on 2nd May 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**COUNTRY ADDENDUM for GERMANY ("Relevant Jurisdiction")**

Date 24 April 2024

We refer to the following agreements between Deutsche Bank AG, Frankfurt as Custodian and Tradition London Clearing Limited as the Client:

- the Multi Market Custody Agreement dated 26 March 2021 (the "**2021 MMCA**");
- the Multi Market Custody Agreement dated on or about the date hereof which replaced the 2021 MMCA (the "**2024 MMCA**");
- the Country Addenda for Germany dated respectively 26 March 2021 and 4 March 2024 (the "**Former Country Addenda**").

The Former Country Addenda are hereby replaced with this Country Addendum for Germany as of the date hereof.

This Country Addendum for the Relevant Jurisdiction supplements and forms an integral part of the 2024 MMCA.

It shall apply only in relation to Deutsche Bank AG, Frankfurt am Main/Germany's provision of custody and related services in the Relevant Jurisdiction. Terms defined in the Agreement shall have the same meaning if used herein.

**It is agreed by the parties hereto to amend the Agreement as follows:**

**1. Amendment to sub-clause 6.1 of Clause 6 (*Notice of Rights Issues, General Meetings and Other Matters*)**

The first sentence of Clause 6.1 shall be replaced by: "The Custodian will inform the Client of notices actually received from the issuer or its depositories or if published in the "Wertpapier-Mitteilungen" in respect of any bonus issues, rights issues, payment calls, takeover bids or general meetings of the issuers /companies in relation to the Securities."

Clause 6.1 sentence 3 shall be replaced by: "If the Custodian does not receive timely instructions from the Client, the Custodian will not take any action."

**2. Amendment to sub-clause 7.4 of Clause 7 (*Segregation, Identification and Registration*)**

Clause 7.4 shall be replaced by: "The Securities shall be registered in the name of the account holder."

**3. Amendment to sub-clause 7.5 of Clause 7 (*Segregation, Identification and Registration*)**

The last sentence of Clause 7.5 shall be replaced by: "Whenever reasonably required by the Client, the Custodian shall furnish an Audit Confirmation as drawn up by its external auditors."

**4. Amendment to sub-clause 9.1 of Clause 9 (*Use of Third Parties, Settlement Systems and others*)**

The first sentence of clause 9.1 shall be preceded with the words "Subject to the Custodian complying with its obligations under Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), to the extent applicable to it,".

The second sentence of Clause 9.1 shall be replaced by: "The Custodian shall use all due skill, care and diligence in the selection, appointment and periodic review of any third party, other than a Settlement System, to which it delegates the safekeeping of the Client's Securities, and subject to Clause 11.8, shall be responsible for the negligence, fraud or wilful misconduct of the following (but otherwise shall not have any responsibility):"

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**5. Amendment to sub-clause 11.2 of Clause 11 (Scope of Responsibility)**

Clause 11.2 shall be replaced by: "Upon receipt of each transaction advice, statement of account or report supplied to it by the Custodian, the Client shall examine the same and promptly notify the Custodian of any error therein."

**6. Amendment to sub-clause 11.5 of Clause 11 (Scope of Responsibility)**

Clause 11.5 shall be replaced by: "The Custodian does not have any responsibility for any loss/liability owing to any reason or cause beyond its reasonable control, including nationalisation, currency turmoil or restrictions, fire, acts of war, acts of God, acts of any authority whether de jure or de facto, requirements of/change in any laws or regulations, strikes or industrial action, acts of terrorism, failure of courier/delivery service, or acts or disruption of any relevant stock exchange, Settlement System or market ("Force Majeure"). In the event that the Custodian is prevented from rendering services due to a Force Majeure, Client fees shall be adjusted accordingly."

**7. Amendment to sub-clause 11.8 of Clause 11 (Scope of Responsibility)**

Clause 11.8 shall be replaced by: "The Custodian shall not be liable for any negligence, default, failure or delay of any Settlement System (other than Clearstream Banking AG, where Securities are held in Germany), securities registration body or securities registrar (or similar party) and any losses arising therefrom."

**8. Amendment to sub-clause 11.9 of Clause 11 (Scope of Responsibility)**

Sub-clause 11.9 shall be replaced by: "Neither party shall be liable for any consequential or indirect loss".

**9. Amendment to sub-clause 11.11 of Clause 11 (Scope of Responsibility)**

Clause 11.11 shall be replaced by: "The Custodian [is entitled to] reverse incorrect credit entries to any accounts (including where an entry was made in anticipation of receipt of funds or assets whose receipt was, however, not fulfilled) through a debit entry prior to the issue of the next periodic balance statement."

**10. Amendment to sub-clause 12.6 of Clause 12 (Instructions)**

Clause 12.6 shall be replaced by: "The Custodian may without any liability refuse to execute any instruction if in its opinion (a) there are reasonable grounds for believing that the instruction/liabilities arising from the execution of such instruction may not be adequately covered by the relevant Cash and/or Securities, (b) satisfactory arrangement for the settlement of any outstanding liability hereunder has not been made or (c) the instruction may be unauthorised or fraudulent. To the extent legally permitted and reasonably practicable, the Custodian will advise the Client as soon as reasonably practicable if any of (a)-(c) apply."

**11. Amendment to Clause 14 (Security Interest)**

Sub-clause 14.1 shall be replaced by the following:

"14.1 The Client hereby pledges (*"verpfändet"*) to and in favour of the Custodian and its subsidiaries

- a. all Securities safe-kept in Germany or abroad which are held now or in the future in its Custody Account(s) maintained with the Custodian or any other account opened under this Agreement, including all interest and profit participation coupons (*"Zins- und Gewinnanteilsscheine"*), as well as any renewal talons (*"Erneuerungsscheine"*) and all share subscription rights (*"Bezugsrechte"*) and bonus shares (*"Berichtigungsaktien"*) pertaining to the Securities. The Client shall not be entitled to demand surrender of interest or profit participation coupons pertaining to the Securities. To the extent that instruments payable to order (*"Orderpapiere"*) are held or will be held in the Custody Account(s), the Client will provide these instruments with an endorsement in blank, if not already done.

The Pledge shall not extend to shares, participation rights ("*Genussrechte*"), participation certificates ("*Genussscheine*") and subordinated liabilities issued by the Custodian or any of its Group companies.

Regarding the Securities held abroad, the Client hereby pledges to and in favour of the Custodian the claims the Client owns now or in the future - in particular, but not limited to claims for delivery and surrender – because of, and in relation to, the Securities, including interest and profit participation coupons, as well as renewal coupons.

The Pledge shall secure all existing, future and contingent claims arising from the banking relationship which the Custodian with all its domestic and foreign offices or which a Subsidiary of the Custodian has against the Client, including any claims for repayment of overdraft which the Custodian may have granted or decided to tolerate in connection with the payment of the purchase price of Securities.

- b. all account balances, including interest from time to time standing to the credit on the Client's Cash Account(s) maintained with the Custodian or any other account opened under this Agreement. The account balances encompass the proceeds of the objects of the Pledge described above under a). The Custodian may allow the Client to transfer or withdraw such credit account balances in order for it to purchase securities which, in terms of the issuer's credit rating and other risks, are comparable to the Securities repaid or released and which are to be held in the Custody Account(s) referred to under a).

The Pledge agreed with regard to the account of a customer of the Client maintained for the Client shall secure the Custodian's claims for payment of the purchase price, safe custody or administration of the Securities contained therein or the maintenance of the account, respectively.

The Pledge agreed with regard to a proprietary account of the Client shall secure all existing, future and contingent claims arising from the banking relationship which the Custodian with all its domestic and foreign offices is entitled to against the Client.

The Client hereby gives its consent to the disclosure and registration of the 2024 MMCA, this Country Addendum and any charge, security interest or encumbrance contained herein with UK Companies House pursuant to the Companies Act 2006.

The Custodian shall be entitled to realize the pledged assets if the Client is in default ("*Verzug*") in respect of payments due on the secured claims. The Custodian shall take such action only to the extent necessary for the settlement of overdue claims. The Custodian and the Client agree that the realization of the pledged assets may take place in accordance with Section 1259 of the German Civil Code ("*Bürgerliches Gesetzbuch*" / BGB) by private sale at the current price by the Custodian or by third parties. Notice and the setting of a deadline will not be required. Regarding interest and profit participation coupons the Custodian shall be entitled to realize those coupons even prior to the maturity of its claims and to hold the proceeds as collateral. Regarding pledged claims when Securities are held abroad, the Custodian shall be entitled to realize these by selling corresponding securities from its inventory at the place of custody.

Sub-clause 14.2 shall be replaced by the following:

"14.2. The Custodian may grant, or permit a sub-custodian to grant, a Security Interest/Pledge over the Securities, and where relevant, the Cash, to a third party appointed under Clause 9 (*Use of Third Parties, Settlement Systems and others*):

- (i) to the extent such Security Interest/Pledge relates to the Client or the provision of services to the Client; or

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- (ii) where required by applicable law in the jurisdiction in which the Securities or Cash are held (including where required by the rules and/or operating terms of any Settlement System through which the Securities are required to be held).

## **12. Safe custody of non-German Securities**

Non-German Securities which are either physically entrusted to the Custodian or are acquired via the Custodian shall be held in safe-custody abroad.

The Custodian shall in the proper exercise of its discretion and with due regard to the Client's interest secure the ownership or the co-ownership of the Securities or any other equivalent legal position as is customary in the country of deposit and hold this legal position in a fiduciary capacity for the Client. It shall credit the Client in this respect on current securities account ("WR-Gutschrift") indicating the foreign country in which the Securities are located (country of deposit).

The Custodian need only fulfil the Client's delivery claims from the Client's credit on current securities account from the cover holding maintained by the Custodian abroad. The cover holding shall comprise the securities of the same type held in safe-custody for customers and the Custodian in the country of deposit. The Client who has been credited on current securities account shall therefore bear proportionally any financial or legal prejudice, loss or damage affecting the cover holding caused by force majeure, riots, war, natural events or by reason of other interference by third parties abroad for which the Custodian is not responsible or in connection with acts of domestic or foreign authorities.

If the Client has to bear any prejudice, loss or damage in respect of the cover holding, the Custodian shall not be required to refund the purchase price to the Client.

## **13. Amendment to Clause 16 (Assignment)**

Clause 16 shall be replaced by "Neither party may assign or transfer all or any of its rights, benefits and obligations hereunder except with the prior written consent of the other party."

## **14. Amendment to clause 25 (Restriction on Advertisement etc)**

Clause 25 shall be replaced by "Neither party shall use or suffer/permit to be used the name, logo or any particulars of the other party in any advertisement, document/brochure (save those which are solely for the first party's internal use), name card or other similar instrument (in whatever form), except with the prior written consent of the other party."

## **15. Amendment to clause 28 (Termination)**

The first sentence of sub-clause 28.1 shall be replaced by:

"Either party hereto may terminate this Agreement or any Custody Account or Cash Account on giving not less than 120 calendar days written notice to the other party (or one day notice where the recipient party has committed a material breach of any provision of this Agreement)."

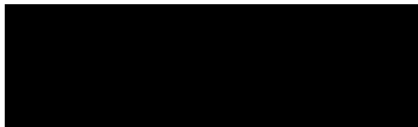
## **16. Amendment to clause 29 (Governing Law/Place of Jurisdiction)**

The reference to "the laws of the country, state or place of domicile in which such Custodian is located and performs its obligations hereunder" shall mean the laws of the Federal Republic of Germany.

The following sentence shall be added at the end of the clause: "In addition thereto, the General Business Conditions of the Custodian shall apply to any Cash Accounts."

In witness whereof, this Country Addendum has been entered into on the date stated above:

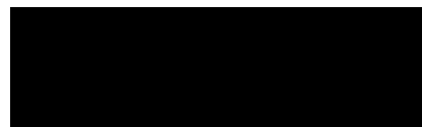
**Tradition London Clearing Ltd., London / UK**



Name: Tristan De Saint Ouen

Title: CEO

Date: 19 April 2024



Name: William Ryan

Title: Brokerage & Control Manager

Date: 19 April 2024

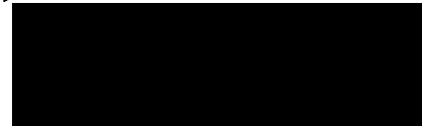
**Deutsche Bank AG, Frankfurt am Main/Germany**



Name: Kerstin Faust

Title: Director

Date: 24 April 2024



Name: Stefan Hanusch

Title: VP

Date: 24 April 2024