

General pledge agreement

Reference number

(to be completed by the Bank)

Mr Mrs Company

Company

Last name

First name

Street/no.

Postcode/place

Country

(hereinafter referred to as the "Client")

1. The Client herewith pledges to bank zweiplus ltd (hereinafter referred to as the «Bank») all securities of any kind, book securities, precious metals and other valuables which the Bank currently holds in custody or will hold in custody in future in the name and for the account of the Client or in its own name on behalf of the Client with third parties, including all claims for delivery against these third parties and all current and future claims and rights of the Client against the Bank or with the Bank, including claims arising from fiduciary investments and fixed deposits. The pledge in particular covers any and all of the Client's assets which are held at the Bank in any and all of the Client's Swiss or foreign currency accounts, metals or coin accounts and securities accounts, including fiduciary investments held by the Bank for the Client's account. All claims and rights derived from securities of any kind and book securities are also pledged to the Bank. The pledge applies, among others, also to all due and current subsidiary rights such as interest, dividends, subscription rights, etc. Any and all conversion rights are assigned to the Bank which can exercise these with the issuer in its own name. If the Bank exercises a conversion right, the pledge continues to apply to the substitute security. The pledge also applies to securities of any kind converted from book securities. The Client assigns all and any securities which are not in bearer form and book securities to the Bank in blank in the event that it should become necessary to dispose of them, and the Client undertakes to cooperate in transferring pledged assets to a new buyer on first request of the Bank. The Client waives its right to have securities of any kind delivered to it or a third party.

2. Where mortgage deeds are pledged, the Client is obliged to obtain the customary insurance cover for the land and buildings encumbered by the mortgage deed, and where securities of any kind issued on the basis of goods are pledged, the Client is obliged to obtain the customary insurance cover for the goods represented by the securities. The Client hereby assigns to the Bank any and all insurance claims and other claims for compensation under private or public law (including expropriation claims) accruing to it with respect to the land, buildings and goods for the purpose of providing security for the claims pursuant to par. 5 (hereinafter referred to as «compensation claims»). The Client undertakes to

inform the Bank immediately of any compensation claims that may arise. The Bank is authorized to submit and accept all notices that are required for asserting compensation claims in the name of the Client and to take receipt of all payments made in response to such compensation claims in the name and for the account of the Client and to confirm receipt by sole signature. The Client undertakes to cooperate in asserting compensation claims and to fulfill all formal requirements notified to it by the Bank immediately and free of charge.

3. Where mortgage deeds are pledged, current interest as well as three years' accrued interest of 10% p.a. are deemed to have been agreed and pledged; if a higher interest rate or a higher maximum interest rate applies to the mortgage deeds, this higher interest rate applies for the current interest and three years' accrued interest which are also deemed to have been agreed and pledged.

4. All assets listed in par. 1 to 3 are hereinafter referred to collectively as "collateral".

5. The pledge to the collateral secures all present and future claims of the Bank against the Client or against the Client and any third parties jointly and severally liable with the Client, plus all and any outstanding and due interest, fees and commission on these claims as well as the court and non-court costs incurred in connection with the claims and their collection as well as the assertion and realization of the collateral (hereinafter referred to as "claims"). In the event of multiple claims, the Bank determines which claim is covered by the collateral or the proceeds of the realization of the collateral.

6. As their nature permits, the collateral is deposited, booked and managed in accordance with the Bank's General Terms and Conditions of Business and the Bank's Safe Custody Regulations. The Bank can at any time take custody of collateral deposited with third parties. The Client is responsible for taking the precautions required to maintain the value of the collateral. The Bank is authorized to undertake all actions and submit and take receipt of all notices required for the delivery, management

General pledge agreement

and realization of the collateral in Switzerland and abroad without prior notice to the Client and without any instructions from the Client at the latter's cost and risk. The Client undertakes to cooperate with regard to the delivery, management and realization of the collateral and to fulfill all formal requirements notified to it by the Bank immediately and free of charge.

7. If the value of the collateral should fall below the standard or agreed margin or if the Bank for other reasons no longer considers the collateral to be sufficient to cover the claims, the Client must on instructions of the Bank either reduce the debt through repayment or furnish as much additional security as the Bank deems sufficient to secure its claims. If the Client does not meet this demand or does not meet the demand in full within the deadline set by the Bank, the claims fall due when the deadline expires.

8. When the claims fall due, the Bank is entitled after warning the Client to freely dispose of the collateral (and in doing so may act in its own name) and institute ordinary debt collection proceedings without first initiating collection by disposal of pledged items. The sequence for realizing the collateral (in the open market) is determined by the Bank.

9. Subject to any other agreements, this agreement can be terminated by giving one month's notice to the end of a month; the Client can only give notice of termination of this agreement if there are no outstanding claims. The Bank is entitled to terminate this agreement for good cause with immediate effect. Collateral that has not been realized pursuant to par. 8 is released from pledge after the termination of this agreement.

10. Should the Bank decide not to exercise or to delay exercising any of its rights, this does not imply that it is waiving any individual right or all such rights, nor do any responsibilities devolve upon the Bank as a result of such action.

11. The Bank's General Terms and Conditions of Business and the Bank's Safe Custody Regulations form an integral part of this agreement. The Client has received the Bank's General Terms and Conditions of Business and the Bank's Safe Custody Regulations and took note of and approved their contents.

12. According to The Hague Convention of 5 July 2006 on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary, among others, this agreement is exclusively subject to Swiss law. The place of performance and place of jurisdiction for all legal proceedings is Zurich. The Bank is also entitled to take legal action against the Client before a competent court at its place of residence/registered office or before any other competent court. The place of enforcement for Clients domiciled/headquartered abroad for all claims arising from this agreement is Zurich.

Place / date

bank zweiplus ltd, Patrick Giger, Head of Finance

Place / date

bank zweiplus ltd, Robin Erupathil, Credit Officer

Place / date

X
Client's signature