



# **MODULES I-IV to the 2024 SIFMA MASTER TREASURY SECURITIES CLEARING AGREEMENT: DONE- WITH**

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September 25, 2024

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# **MODULE I to the**

## **2024 SIFMA MASTER TREASURY SECURITIES**

### **CLEARING AGREEMENT: DONE-WITH**

### **FICC Sponsored DVP Module**

This Module I shall govern the Transactions that are submitted to the Government Securities Division of Fixed Income Clearing Corporation or any successor thereto (“FICC”) to be cleared as, and Cleared Transactions that are, Sponsored Member Trades other than a Sponsored GC Trade (such Cleared Transactions, “Sponsored DVP Trades”). Capitalized terms used but not defined in this Module I or otherwise in this Agreement shall have the meanings ascribed thereto in the Rulebook of FICC as published on FICC’s website from time to time and any and all successors thereto and any procedures and notices relating thereto (“FICC Rules”). “Cease to Act”, with respect to a party, shall mean if FICC ceases to act for (or takes any similar action with respect to) the party pursuant to Rule 22A or any successor rule thereto in the FICC Rules.

#### **1. REPRESENTATIONS AND ACKNOWLEDGMENTS**

(a) Clearing Member hereby represents and warrants that it (i) has become a Sponsoring Member for Customer, (ii) has entered into a guaranty in favor of FICC to guarantee Customer’s performance under Customer’s Sponsored Member Trades (the “Guaranty”), and (iii) has entered into all other necessary agreements with FICC in connection with its status as a Sponsoring Member.

(b) Customer hereby represents and warrants that it has become a Sponsored Member of Clearing Member and has entered into all necessary agreements with FICC in connection with its status as a Sponsored Member.

(c) The parties acknowledge that all Sponsored Member Trades are subject to the FICC Rules.

(d) Under the Sponsored Membership Agreement among Clearing Member, Customer, and FICC (the “Sponsored Membership Agreement”), Customer has authorized and appointed Clearing Member to act as its processing agent with respect to Customer’s satisfaction of its payment and delivery obligations in connection with any Sponsored Member Trade and for performing all operational functions and receiving all reports and information from FICC relevant to any Sponsored Member Trade. Customer hereby:

(i) Confirms such authorization and appointment of Clearing Member under the Sponsored Membership Agreement as its processing agent and authorizes Clearing Member to accept and deliver securities and cash in connection with any Sponsored Member Trade on behalf of Customer;

(ii) Authorizes Clearing Member to submit Transactions to FICC for clearing as Sponsored Member Trades in accordance with the FICC Rules, the Sponsored Membership Agreement, and the terms of this Agreement (including this Module I); and

- (iii) Acknowledges and agrees that this Agreement sets out the scope of Customer's and Clearing Member's rights, duties, and responsibilities with respect to Clearing Member's role as processing agent under the Sponsored Membership Agreement and the FICC Rules.

Clearing Member hereby accepts such appointment to act as processing agent for Customer under the Sponsored Membership Agreement, this Agreement, and the FICC Rules and to accept and deliver securities and cash on behalf of Customer in connection with any Sponsored Member Trade.

## 2. ACCOUNTS

- (a) If "Custody Account" is specified as applicable in the Schedule, then:

- (i) **Account Opening.** Customer and Clearing Member agree that Clearing Member shall establish and maintain on Clearing Member's books and records one or more Accounts for and in the name of Customer, to which Clearing Member will credit all cash and securities received by it in respect of Sponsored DVP Trades.

- (ii) **Financial Asset Election.** The parties agree that, unless otherwise specified in the Schedule, assets credited to an Account shall be treated as "financial assets", each Account shall constitute a "securities account", and Clearing Member shall act as a "securities intermediary" in respect of thereof, each as defined under Article 8 of the UCC. The parties further agree that New York is the "securities intermediary's jurisdiction" for purposes of the UCC and the law in force in the State of New York is applicable to all issues specified in Article 2(1) of the Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.

- (iii) **Custody of Customer Assets.** Clearing Member may hold cash and securities constituting financial assets credited to any Accounts in one or more omnibus custodial accounts ("Custodial Accounts") in Clearing Member's name with a custodian together with cash and securities of other customers of Clearing Member for whom Clearing Member clears FICC-cleared transactions (whether or not in the capacity as a Sponsoring Member). Each Custodial Account will be segregated from any account holding Clearing Member's proprietary assets except for (A) amounts transferred by Customer or another customer of Clearing Member to settle the on-leg of a repurchase transaction that is intended to be submitted for clearing by, FICC, but has not been novated to FICC, which may temporarily be credited to the Custodial Account for operational convenience and (B) securities and cash that Clearing Member may transfer into such Custodial Account for operational convenience or as a reserve in connection with its role as processing agent and guarantor for Customer or another customer of Clearing Member.

- (b) If "Other Account Structure" is specified as applicable in the Schedule, then the terms set out in the Schedule shall govern the establishment of Account(s), if any, by Clearing Member and the nature of parties' relationship with respect to Customer's assets.

## 3. UCC FINANCING STATEMENT

- (a) The parties agree that, to perfect its Security Interest in all or a portion of the Collateral, Clearing Member may file UCC financing statements and amendments thereto with respect to such Collateral naming Customer as the debtor in the appropriate filing offices in the United States and may need to make comparable filings or provide other evidence of Clearing Member's Security Interest in foreign jurisdictions, if applicable. Upon termination of this Agreement, Clearing Member shall take such actions to file termination statements or other appropriate actions to terminate any such filings.

(b) Customer represents that its legal name, its jurisdiction of organization, type of organization, principal place of business, and chief executive office, and any other information are correctly and completely stated on Part 4(c) of the Schedule.

(c) Customer shall notify Clearing Member in writing of any changes in any information stated on Part 4(c) of the Schedule pursuant to the timeline specified in the Schedule.

#### **4. SETTLEMENT OF SPONSORED DVP TRADES**

(a) ***Pre-Position by Customer.*** If “Pre-Position” is specified as applicable in the Schedule, Customer shall deliver to Clearing Member all funds and/or securities necessary to settle each outstanding Sponsored DVP Trade by the Pre-Position Deadline specified in the Schedule, and following FICC’s performance under the Sponsored DVP Trade, Clearing Member shall transfer the cash or securities Customer is due to receive under the Sponsored DVP Trade by the Post-Position Deadline. Provided, if “Pre-Position if and only if Customer is the Buyer of Securities” is specified as applicable in the Schedule, this Section 4(a) shall apply if and only if Customer is the buyer of securities under a Sponsored DVP Trade.

(b) ***Pre-Settlement by Clearing Member.*** If “Pre-Settlement” is specified as applicable in the Schedule:

(i) For purposes of settling any Sponsored DVP Trade in respect of which Customer is due to receive cash, Customer shall transfer to Clearing Member the securities Customer is due to deliver to FICC against Clearing Member’s transfer to Customer of the amount of cash Customer is due to receive from FICC (the “Pre-Settlement Amount”), which transfer may be prior to the receipt by Clearing Member of such amount from FICC. If such transfer occurs prior to Clearing Member’s receipt of the Pre-Settlement Amount, Clearing Member shall credit the securities to the Account. If FICC subsequently fails to transfer such amount to Clearing Member by the applicable deadline, Customer shall be responsible for repaying the Pre-Settlement Amount to Clearing Member against Clearing Member’s delivery to Customer of the securities previously credited to the Account. The parties acknowledge that such repayment obligation of Customer shall constitute a Secured Obligation under this Agreement.

(ii) For purposes of settling any Sponsored DVP Trade in respect of which Customer is due to receive securities, Clearing Member shall transfer to FICC the amount of cash Customer is due to pay against FICC’s delivery to Clearing Member of the securities Customer is due to receive, which may be prior to Clearing Member’s delivery to Customer of such securities due against Customer’s payment of such amount to Clearing Member. The parties acknowledge that Customer’s obligation to pay such amount shall constitute a Secured Obligation under this Agreement, and the securities delivered by FICC to Clearing Member (which Clearing Member may credit to Customer’s Account) prior to Customer’s payment shall constitute Collateral.

(iii) The parties acknowledge that any amount of cash Clearing Member pays Customer prior to receipt of the same amount from FICC (as described in Section 4(b)(i) of this Module I) and any amount of cash Clearing Member pays FICC prior to Customer’s payment of the same amount to Clearing Member (as described in Section 4(b)(ii) of this Module I) shall constitute an extension of credit by Clearing Member to Customer, and the resulting repayment obligation of Customer shall constitute a Secured Obligation.

(iv) Notwithstanding the foregoing, if “Pre-Settlement if and only if Customer is the Seller of Securities” is specified as applicable in the Schedule, Section 4(b)(i) through (iii) of this Module I above shall apply if and only if Customer is the seller of securities under a Sponsored DVP Trade.

(c) If none of “Pre-Position”, “Pre-Position if and only if Customer is the Buyer of Securities”, “Pre-Settlement”, or “Pre-Settlement if and only if Customer is the Seller of Securities” is specified as applicable or if the parties only select “Pre-Position if and only if Customer is the Buyer of Securities” or “Pre-Settlement if and only if Customer is the Seller of Securities”, the parties may agree (in the Schedule or otherwise) on the terms or additional terms for Customer’s settlement of its Sponsored DVP Trades.

## **5. CUSTOMER PAYMENT AND DELIVERY OBLIGATIONS**

Upon request of Clearing Member, Customer shall pay or deliver to Clearing Member by the Transfer Deadline (or if no such Transfer Deadline is specified, promptly upon demand), as applicable:

- (a) Any cash and securities due from Customer in respect of any Sponsored DVP Trades;
- (b) Any amount paid or incurred by Clearing Member (including the cost of obtaining any securities delivered by Clearing Member) as a result of Clearing Member’s performance under the Guaranty;
- (c) Any amount charged by FICC (such as fails charges) that are allocated or allocable to Customer’s Sponsored DVP Trades;
- (d) If “Interest” is specified as applicable in the Schedule, interest on any extension of credit by Clearing Member (including, if applicable, to complete any pre-settlement as described in Section 4(b) of this Module I above); and
- (e) If “Margin Financing Cost” is specified as applicable in the Schedule, any amounts paid by Clearing Member to, or applied by, FICC, or the cost (as determined by Clearing Member in its sole discretion) of obtaining securities delivered by Clearing Member to, or applied by, FICC, in each instance in connection with a clearing fund deposit or initial margin attributable to the Sponsored DVP Trades and not covered by Posted Margin.

## **6. INTENT**

The parties agree that this Agreement constitutes a security agreement or arrangement or other credit enhancement related to one or more netting contracts between any two members of a clearing organization as such terms are used in the Federal Deposit Insurance Corporation Improvement Act of 1991.



# **MODULE II to the 2024 SIFMA MASTER TREASURY SECURITIES CLEARING AGREEMENT: DONE-WITH FICC Sponsored GC Module**

This Module II shall govern the Transactions that are submitted to the Government Securities Division of Fixed Income Clearing Corporation or any successor thereto (“FICC”) to be cleared as, and Cleared Transactions that are, Sponsored GC Trades (“Customer Sponsored GC Trades”). Capitalized terms used but not defined in this Module II or otherwise in this Agreement shall have the meanings ascribed thereto in the Rulebook of FICC as published on FICC’s website from time to time and any and all successors thereto, and any procedures and notices relating thereto (“FICC Rules”). “Cease to Act”, with respect to a party, shall mean if FICC ceases to act for (or takes any similar action with respect to) the party pursuant to Rule 22A or any successor rule thereto in the FICC Rules.

## **1. REPRESENTATIONS AND ACKNOWLEDGMENTS**

(a) Clearing Member hereby represents and warrants that it (i) has become a Sponsoring Member for Customer, (ii) has entered into a guaranty in favor of FICC to guarantee Customer’s performance under Customer’s Sponsored Member Trades (the “Guaranty”), and (iii) has entered into all other necessary agreements with FICC in connection with its status as a Sponsoring Member;

(b) Customer hereby represents and warrants that it has become a Sponsored Member of Clearing Member and has entered into all necessary agreements with FICC in connection with its status as a Sponsored Member; and

(c) The parties acknowledge that all Sponsored Member Trades are subject to FICC Rules.

(d) Under the Sponsored Membership Agreement among Clearing Member, Customer, and FICC (the “Sponsored Membership Agreement”), Customer has authorized and appointed Clearing Member to act as its processing agent with respect to Customer’s satisfaction of its payment and delivery obligations in connection with any Sponsored Member Trade and for performing all operational functions and receiving all reports and information from FICC relevant to any Sponsored Member Trade. Customer hereby:

(i) Confirms such authorization and appointment of Clearing Member under the Sponsored Membership Agreement as its processing agent and authorizes Clearing Member to accept and deliver securities and cash in connection with any Sponsored Member Trade on behalf of Customer;

(ii) Authorizes Clearing Member to submit Transactions to FICC for clearing as a Sponsored Member Trade in accordance with the FICC Rules, the Sponsored Membership Agreement, and the terms of this Agreement (including this Module II); and

- (iii) Acknowledges and agrees that this Agreement sets out the scope of Customer's and Clearing Member's rights, duties, and responsibilities with respect to Clearing Member's role as processing agent under the Sponsored Membership Agreement and the FICC Rules.

Clearing Member hereby accepts such appointment to act as processing agent for Customer under the Sponsored Membership Agreement, this Agreement, and the FICC Rules and to accept and deliver securities and cash on behalf of Customer in connection with any Sponsored Member Trade.

## **2. GC CUSTODIAL ACCOUNTS**

(a) Prior to the submission of any Transaction to be cleared as a Customer Sponsored GC Trade, the parties shall have (i) entered into a Custodial Undertaking or similar agreement (the "Custodial Undertaking") with The Bank of New York Mellon, as custodian and Sponsored GC Clearing Agent Bank under the FICC Rules (the "GC Custodian"), and the "Sponsored GC Annex" thereto, (ii) provided to the GC Custodian an FICC Collateral Schedule on the form required by the GC Custodian, and (iii) established accounts at the GC Custodian for the settlement of obligations in respect of the Customer Sponsored GC Trades (such account of Customer, the "Customer GC Custodial Account", and such account of Clearing Member, "Clearing Member GC Custodial Account", and collectively, the "GC Custodial Accounts"). A "Sponsored GC Notice of Control" shall have the meaning ascribed thereto in the Sponsored GC Annex.

(b) If "GC Pledge" is specified as applicable in the Schedule, Collateral shall include Additional Collateral.

## **3. UCC FINANCING STATEMENT**

(a) The parties agree that, to perfect its Security Interest in all or a portion of the Collateral, Clearing Member may file UCC financing statements and amendments thereto with respect to such Collateral naming Customer as the debtor in the appropriate filing offices in the United States and may need to make comparable filings or provide other evidence of Clearing Member's Security Interest in foreign jurisdictions, if applicable. Upon termination of this Agreement, Clearing Member shall take such actions to file termination statements or other appropriate actions to terminate any such filings.

(b) Customer represents that its legal name, its jurisdiction of organization, type of organization, chief place of business, and chief executive office, and any other information are correctly and completely stated on Part 4(c) of the Schedule.

(c) Customer shall notify Clearing Member in writing of any changes in any information stated on Part 4(c) of the Schedule pursuant to the timeline specified in the Schedule.

## **4. CUSTOMER PAYMENT AND DELIVERY OBLIGATIONS**

Upon request of Clearing Member, Customer shall pay or deliver to Clearing Member by the Transfer Deadline (or if no such Transfer Deadline is specified, promptly upon demand), as applicable:

(a) Any cash and securities due from Customer in respect of any Customer Sponsored GC Trades;

(b) Any amount paid or incurred by Clearing Member (including the cost of obtaining any securities delivered by Clearing Member) as a result of Clearing Member's performance under the Guaranty;

(c) Any amount charged by FICC (such as fails charges) that are allocated or allocable to Customer Sponsored GC Trades; and

(d) If “Margin Financing Cost” is specified as applicable in the Schedule, any amounts paid by Clearing Member to, or applied by, FICC, or the cost (as determined by Clearing Member in its sole discretion) of obtaining securities delivered by Clearing Member to, or applied by, FICC, in each instance in connection with a clearing fund deposit or initial margin attributable to the Customer Sponsored GC Trades and not covered by Posted Margin.

## **5. FOS SATISFACTION**

If “FOS Satisfaction” is specified as applicable in the Schedule, Customer and Clearing Member agree that (a) Clearing Member shall satisfy any obligation of Customer to FICC to pay any Funds-Only Settlement Amount in respect of the Customer Sponsored GC Trades; and (b) in consideration of the agreement of Clearing Member not to seek reimbursement of such amount described in clause (a) from Customer, Clearing Member shall be entitled to any Funds-Only Settlement Amount in respect of the Customer Sponsored GC Trades due to Customer from FICC.

## **6. GC EXCESS MARGIN**

If “GC Excess Margin” is specified as applicable in the Schedule, then if a Corporation Default occurs and Customer delivers to the GC Custodian a Sponsored GC Notice of Control, Customer shall, concurrently with any instruction to Custodian to remove the securities or cash in the Customer GC Custodial Account, deliver to Clearing Member securities or cash that have a market value equal to the excess, if any, of (a) the market value of cash or securities so removed from the GC Custodial Account corresponding to outstanding Customer Sponsored GC Trades as of the time of the Corporation Default, over (b) the amount Customer is due to receive on such Customer Sponsored GC Trades. For the purposes of this provision, Clearing Member shall determine the market value of securities in a commercially reasonable manner.

## **7. INTENT**

The parties agree that this Agreement constitutes a security agreement or arrangement or other credit enhancement related to one or more netting contracts between any two members of a clearing organization as such terms are used in the Federal Deposit Insurance Corporation Improvement Act of 1991.





# **MODULE III to the**

## **2024 SIFMA MASTER TREASURY SECURITIES**

### **CLEARING AGREEMENT: DONE-WITH**

### **FICC Agent Clearing Module**

This Module III shall govern the Transactions that are submitted to the Government Securities Division of Fixed Income Clearing Corporation or any successor thereto (“FICC”) to be cleared as, and Cleared Transactions that are, Agent Clearing Transactions (“Customer Agent Clearing Transactions”). Capitalized terms used but not defined in this Module III or otherwise in this Agreement shall have the meanings ascribed thereto in the Rulebook of FICC as published on FICC’s website from time to time and any and all successors thereto, and any procedures and notices relating thereto (“FICC Rules”). “Cease to Act”, with respect to a party, shall mean if FICC ceases to act for (or takes any similar action with respect to) the party pursuant to Rule 22A or any successor rule thereto in the FICC Rules.

#### **1. APPOINTMENT OF AGENT; ACKNOWLEDGEMENT**

(a) Customer hereby:

(i) Appoints and authorizes Clearing Member to act as its agent with respect to Customer’s satisfaction of its payment and delivery obligations in connection with any Customer Agent Clearing Transactions and for performing all operational functions and receiving all reports and information from FICC relevant to any Customer Agent Clearing Transactions;

(ii) Authorizes Clearing Member to submit Transactions to FICC for clearing as Agent Clearing Transactions in accordance with the FICC Rules and the terms hereof; and

(iii) Acknowledges and agrees that:

(A) The service provided by FICC with regard to the Customer Agent Clearing Transactions will be subject to and governed by the FICC Rules;

(B) The FICC Rules shall govern the novation of Customer Agent Clearing Transactions, and at the time of novation of a Customer Agent Clearing Transaction, Customer will be bound by the Customer Agent Clearing Transaction automatically and without any further action by Customer or by Clearing Member, and Customer agrees to be bound by the applicable provisions of the FICC Rules in all respects;

(C) FICC shall be under no obligation to deal directly with Customer, and FICC may deal exclusively with Clearing Member;

- (D) FICC shall have no obligations to Customer with respect to any Customer Agent Clearing Transactions submitted by Clearing Member on behalf of Customer, including with respect to any payment or delivery obligations; and
  - (E) Customer shall have no right to receive from FICC nor any right to assert a claim against FICC with respect to, nor shall FICC be liable to Customer for, any payment or delivery obligation in connection with any Customer Agent Clearing Transactions, and FICC shall make any such payments or redeliveries solely to Clearing Member.
- (b) Clearing Member hereby accepts such appointment.

## 2. ACCOUNTS

- (a) If “Custody Account” is specified as applicable in the Schedule, then:
- (i) **Account Opening.** Customer and Clearing Member agree that Clearing Member shall establish and maintain on Clearing Member’s books and records one or more Accounts for and in the name of Customer, to which Clearing Member will credit all Customer Agent Clearing Transactions and all cash and securities received by it in respect thereof.
  - (ii) **Financial Asset Election.** The parties agree that, unless otherwise specified in the Schedule, the Customer Agent Clearing Transactions, and assets credited to the Account, shall be treated as “financial assets”, each Account shall constitute a “securities account”, and Clearing Member shall act as a “securities intermediary” in respect thereof, each as defined under Article 8 of the UCC. The parties further agree that New York is the “securities intermediary’s jurisdiction” for purposes of the UCC and the law in force in the State of New York is applicable to all issues specified in Article 2(1) of the Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.
  - (iii) **Custody of Customer Assets.** Clearing Member may hold cash and securities constituting financial assets credited to any Accounts in one or more omnibus custodial accounts (“Custodial Accounts”) in Clearing Member’s name with a custodian together with cash and securities of other customers of Clearing Member for whom Clearing Member clears FICC-cleared transactions (whether or not in the capacity as an Agent Clearing Member). Each Custodial Account will be segregated from any account holding Clearing Member’s proprietary assets except for (A) amounts transferred by Customer or another customer of Clearing Member to settle the on-leg of repurchase transaction that is intended to be submitted for clearing by, FICC, but has not been novated to FICC, which may temporarily be credited to the Custodial Account for operational convenience, and (B) securities and cash that Clearing Member may transfer into such Custodial Account for operational convenience or as a reserve in connection with its role as agent for Customer or another customer of Clearing Member.
- (b) If “Other Account Structure” is specified as applicable in the Schedule, then the terms set out in the Schedule shall govern the establishment of Account(s), if any, by Clearing Member and the nature of parties’ relationship with respect to Customer’s assets.

## 3. SETTLEMENT OF CUSTOMER AGENT CLEARING TRANSACTIONS

- (a) **Pre-Position by Customer.** If “Pre-Position” is specified as applicable in the Schedule, Customer shall deliver to Clearing Member all funds and/or securities necessary to settle each outstanding Customer

Agent Clearing Transaction by the Pre-Position Deadline specified in the Schedule, and following FICC's performance on the Customer Agent Clearing Transactions, Clearing Member shall transfer the cash or securities Customer is due to receive on the Customer Agent Clearing Transactions by the Post-Position Deadline, provided that, if "Pre-Position if and only if Customer is the Buyer of Securities" is specified as applicable in the Schedule, this Section 3(a) of this Module III shall apply if and only if Customer is the buyer of securities under a Customer Agent Clearing Transaction.

(b) ***Pre-Settlement by Clearing Member.*** If "Pre-Settlement" is specified as applicable in the Schedule:

(i) For purposes of settling any Customer Agent Clearing Transactions in respect of which Customer is due to receive cash, Customer shall transfer to Clearing Member the securities Customer is due to deliver to FICC against Clearing Member's transfer to Customer of the amount of cash Customer is due to receive from FICC (the "Pre-Settlement Amount"), which transfer may be prior to the receipt by Clearing Member of such amount from FICC. If such transfer occurs prior to Clearing Member's receipt of the Pre-Settlement Amount, Clearing Member shall credit the securities to the Account. If FICC subsequently fails to transfer such amount to Clearing Member by the applicable deadline, Customer shall be responsible for repaying the Pre-Settlement Amount to Clearing Member against Clearing Member's delivery to Customer of the securities previously credited to the Account. The parties acknowledge that such repayment obligation of Customer shall constitute a Secured Obligation under this Agreement.

(ii) For purposes of settling any Customer Agent Clearing Transactions in respect of which Customer is due to receive securities, Clearing Member shall transfer to FICC the amount of cash Customer is due to pay against FICC's delivery to Clearing Member of the securities Customer is due to receive, which may be prior to Clearing Member's delivery to Customer of such securities due against Customer's payment of such amount to Clearing Member. The parties acknowledge that Customer's obligation to pay such amount shall constitute a Secured Obligation under this Agreement, and the securities delivered by FICC to Clearing Member (which Clearing Member may credit to Customer's Account) prior to Customer's payment shall constitute Collateral.

(iii) The parties acknowledge that any amount of cash Clearing Member pays Customer prior to receipt of the same amount from FICC (as described in Section 3(b)(i) of this Module III) and any amount of cash Clearing Member pays FICC prior to Customer's payment of the same amount to Clearing Member (as described in Section 3(b)(ii) of this Module III) shall constitute an extension of credit by Clearing Member to Customer.

(iv) Notwithstanding the foregoing, if "Pre-Settlement if and only if Customer is the Seller of Securities" is specified as applicable in the Schedule, Section 3(b)(i) through (iii) of this Module III above shall apply if and only if Customer is the seller of securities under a Customer Agent Clearing Transaction.

(c) If none of "Pre-Position", "Pre-Position if and only if Customer is the Buyer of Securities", "Pre-Settlement", or "Pre-Settlement if and only if Customer is the Seller of Securities" is specified as applicable or if the parties only select "Pre-Position if and only if Customer is the Buyer of Securities" or "Pre-Settlement if and only if Customer is the Seller of Securities", the parties may agree (in the Schedule or otherwise) on the terms or additional terms for Customer's settlement of Customer Agent Clearing Transactions.

#### 4. CUSTOMER PAYMENT AND DELIVERY OBLIGATIONS

Upon request of Clearing Member, Customer shall pay or deliver to Clearing Member by the Transfer Deadline (or if no such Transfer Deadline is specified, promptly upon demand), as applicable:

- (a) Any cash and securities due from Customer in respect of any Customer Agent Clearing Transactions;
- (b) Any amount paid or incurred by Clearing Member (including the cost of obtaining any securities delivered by Clearing Member) as a result of Clearing Member's satisfaction of Customer's obligations on any Customer Agent Clearing Transaction;
- (c) Any amount charged by FICC (such as fails charges) that are allocated or allocable to Customer Agent Clearing Transactions;
- (d) If "Interest" is specified as applicable in the Schedule, interest on any extension of credit by Clearing Member (including, if applicable, to complete any pre-settlement as described in Section 3(b) of this Module III above); and
- (e) If "Margin Financing Cost" is specified as applicable in the Schedule, any amounts paid by Clearing Member to, or applied by, FICC, or the cost (as determined by Clearing Member in its sole discretion) of obtaining securities delivered by Clearing Member to, or applied by, FICC, in each instance in connection with a clearing fund deposit or initial margin attributable to the Customer Agent Clearing Transactions and not covered by Posted Margin.



# MODULE IV to the

## 2024 SIFMA MASTER TREASURY SECURITIES

### CLEARING AGREEMENT: DONE-WITH

### Margin Module

#### 1. CONDITION PRECEDENT

The obligations of Clearing Member under Sections 3(c), 4, and 5 of this Module IV are subject to the condition precedent that:

- (a) No Event of Default or Potential Event of Default has occurred and, if such Event of Default is specified as a Continuing Event of Default in the Schedule, is continuing; and
- (b) Customer has no outstanding obligations to post margin following a demand for margin pursuant to Section 3(a) of this Module IV ("Margin Call").

#### 2. ACCOUNTS

This Section 2 shall only apply if neither Module I nor Module III has been specified as an Applicable Module.

- (a) **Account Opening.** If "On-Posting: Segregation", "On-Posting: No Segregation", or "No On-Posting: Investment Policy" is specified as applicable in the Schedule, Customer and Clearing Member hereby agree that Clearing Member shall establish and maintain on Clearing Member's books and records one or more Accounts for and in the name of Customer, to which Clearing Member will credit all Posted Margin.
- (b) **Financial Asset Election.** The parties hereby agree that assets credited to an Account shall be treated as "financial assets", the Account shall constitute a "securities account", and Clearing Member shall act as a "securities intermediary" in respect of thereof, each as defined under Article 8 of the UCC. The parties further agree that New York is the "securities intermediary's jurisdiction" for purposes of the UCC, and the law in force in the State of New York is applicable to all issues specified in Article 2(1) of the Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.

#### 3. MARGIN POSTING AND RETURN OBLIGATIONS

- (a) **Customer Obligations to Post Margin.** Following a Margin Call by Clearing Member, Customer shall transfer margin equal to the Required Amount to Clearing Member in the form of Eligible Collateral by the Margin Posting Deadline (or if no such Margin Posting Deadline is specified, promptly upon demand) (any such margin transferred to Clearing Member, "Posted Margin"). For purposes of this Margin Module, the value of Eligible Collateral shall be determined by Clearing Member in a commercially

reasonable manner using the Valuation Source and discounted by multiplying with the applicable “Haircut Percentage”, each as set forth in the Schedule.

(b) ***Treatment and Use of Posted Margin.***

(i) If “On-Posting: Segregation” is specified as applicable in the Schedule, (A) Clearing Member shall on-post Posted Margin to each relevant Specified CCP to meet a margin requirement of the Specified CCP in respect of Customer’s Cleared Transactions (such margin, “On-Posted Margin”) and instruct such On-Posted Margin to be held in a segregated account at the Specified CCP in accordance with the Applicable CCP Rules, (B) Clearing Member shall comply with any requirements of the Specified CCP in connection with the segregation of Customer’s On-Posted Margin, and (C) Clearing Member may prefund any margin requirement of the Specified CCP in respect of Customer’s Cleared Transactions by transferring such margin to the Specified CCP prior to receiving Posted Margin from Customer to the extent permitted under the Applicable CCP Rules.

(ii) If “On-Posting: No Segregation” is specified as applicable in the Schedule, (A) Clearing Member shall on-post Posted Margin to each Specified CCP to meet a margin requirement of the Specified CCP in respect of Customer’s Cleared Transactions, but not to a segregated account, and (B) Clearing Member may prefund any margin requirement of the Specified CCP in respect of Customer’s Cleared Transactions by transferring such margin to the Specified CCP prior to receiving Posted Margin from Customer to the extent permitted under the Applicable CCP Rules.

(iii) If “No On-Posting: Investment Policy” is specified as applicable in the Schedule, (A) Clearing Member shall not on-post Posted Margin to any Specified CCP, and (B) Clearing Member may invest Customer margin in accordance with the Investment Policy and any proceeds received from such investment shall be for the benefit of Customer.

(iv) If “No On-Posting: Rehypothecation” is specified as applicable in the Schedule, Clearing Member may sell, pledge, rehypothecate, assign, invest, use, commingle, or otherwise dispose of, or otherwise use in its business any Posted Margin it holds, free from any claim or right of any nature whatsoever of Customer, including any equity or right of redemption by Customer, provided that this provision shall not prejudice Customer’s right to the return of Posted Margin and interests and distributions thereon.

(v) If “No On-Posting: Deposit and Securities Accounts” is specified as applicable in the Schedule, (A) Clearing Member shall credit Posted Margin consisting of cash to a deposit account on its books and records, and (B) Clearing Member shall credit Posted Margin consisting of securities to a securities account on its books and records.

(c) ***Excess Margin Obligations.*** Subject to Section 1 of this Module IV:

(i) Following a demand for the return of Posted Margin that is in excess of the Required Amount (such demand, a “Return Demand”, and such excess amount, “Excess Margin”), Clearing Member shall transfer Excess Margin to Customer by the Margin Return Deadline specified in the Schedule, provided that, if Clearing Member has on-posted Posted Margin to a Specified CCP, in accordance with clauses (i) and (ii) of Section 3(b) of this Module IV, (A) Clearing Member shall only be required to transfer Excess Margin to Customer to the extent that the Specified CCP shall have returned margin in an amount equal to the Excess Margin to Clearing Member, and (B) Clearing Member may transfer Excess Margin to Customer as soon as practicable after the Margin Return Deadline if Clearing Member did not have sufficient time in order to effect the transfer of

Excess Margin to Customer in accordance with normal business practices following receipt of such margin from the Applicable CCP.

(ii) Clearing Member shall, upon notice from Customer, request from the Specified CCP the return of any On-Posted Margin equal to the amount of total On-Posted Margin in excess of the margin requirement of the Specified CCP in respect of Customer's Cleared Transactions at the time of such request.

(d) **Limitation of Liability.** Clearing Member shall have no responsibility or liability for any failure by Specified CCP to return Posted Margin on-posted in accordance with clauses (i) and (ii) of Section 3(b) of this Module IV.

#### 4. SUBSTITUTION

If "Substitution" is specified as applicable in the Schedule, then upon notice to Clearing Member specifying the items of Posted Margin to be exchanged (a "Substitution Notice"), Customer may, on any Business Day transfer to Clearing Member substitute Eligible Collateral (the "Substitute Margin"), and, subject to Section 1 of this Module IV, Clearing Member shall transfer to Customer the items of Posted Margin specified in the Substitution Notice not later than the Business Day following the date on which Clearing Member receives the Substitute Margin, provided that:

(a) Clearing Member shall only be obligated to transfer Posted Margin with a post-haircut value as of the date of such transfer equal to the post-haircut value as of such date of the Substitute Margin; and

(b) if Clearing Member has on-posted Posted Margin to a Specified CCP, in accordance with clauses (i) and (ii) of Section 3(b) of this Module IV, Clearing Member shall only be required to transfer Posted Margin to Customer pursuant to this Section 4 of this Module IV to the extent the Specified CCP shall have returned to Clearing Member items of Posted Margin specified in the Substitution Notice.

Notwithstanding the foregoing, Clearing Member shall not be obligated to transfer Posted Margin pursuant to this Section 4 if such transfer would cause a breach of any "Monthly Substitutions Limit" specified in the Schedule.

#### 5. DISTRIBUTIONS; INTEREST AMOUNT; ADDITIONAL MARGIN

(a) **Distributions.** If Clearing Member receives or is deemed to receive Distributions on a Business Day, then subject to Section 1 of this Module IV, it will transfer to Customer not later than the following Business Day any Distributions it receives or is deemed to receive. "Distributions" means, with respect to Posted Margin other than cash, all principal, interest, and other payments and distributions of cash or other property with respect thereto, regardless of whether Clearing Member has disposed of such Posted Margin under Section 3(b) of this Module IV, provided that Distributions shall not include any item of property acquired by Clearing Member upon any disposition or liquidation of Posted Margin or any distributions on any Posted Margin in the form of cash.

(b) **Interest Amount.** Subject to Section 1 of this Module IV, in lieu of any interest, dividends, or other amounts paid or deemed to have been paid with respect to Posted Margin in the form of cash (all of which may be retained by Clearing Member), Clearing Member shall transfer the Interest Amount to Customer at the times specified in Schedule. The Interest Amount or portion thereof not transferred pursuant to this Section 5(b) of Module IV will constitute Posted Margin in the form of cash.

(c) ***Additional Margin.*** Notwithstanding Sections 5(a) and (b) of this Module IV, if “Additional Margin” is specified as applicable in the Schedule, Clearing Member shall retain any Distributions and any interest, dividends, or other amounts paid or deemed to have been paid with respect to Posted Margin in the form of cash and only release such amount to Customer following a Return Demand or as otherwise provided in this Agreement.