

**CONTACT FICC INTEGRATION WITH ANY ONBOARDING INQUIRIES**

**FIXED INCOME CLEARING CORPORATION  
CIL JOINT ACCOUNT AGENT AGREEMENT**

This CIL Joint Account Agent Agreement (“Agreement”) is entered into by and among Fixed Income Clearing Corporation (“FICC”), [NAME OF CIL JOINT ACCOUNT AGENT] (the “CIL Joint Account Agent”), and (check one of the options below)

- [NAME OF AGENT], as the Agent (as hereinafter defined), acting in its capacity as such for and on behalf of each CIL Funds Lender (as hereinafter defined)
- each CIL Funds Lender (as hereinafter defined).

**WHEREAS**, each of the legal entities listed in the CIL Funds Lender Schedule attached to this Agreement, and any legal entity that is not listed in the CIL Funds Lender Schedule but that agrees in the future to be bound by this Agreement by entering into a joinder agreement substantially in the form of Schedule 1 attached hereto (such entities each, severally and not jointly, a “CIL Funds Lender”), has authorized the CIL Joint Account Agent to enter into Sponsored GC CIL Trades, including CIL Joint Account Blocks, on the CIL Funds Lender’s behalf subject to the Government Securities Division Rulebook of FICC (the “Rules”);

**WHEREAS**, each CIL Funds Lender, either through an officer of the CIL Funds Lender or through an authorized agent of the CIL Funds Lender (which may be the CIL Funds Lender’s investment adviser or other duly authorized agent and is referred to herein as the “Agent”), has requested that FICC approve the CIL Joint Account Agent to represent the CIL Funds Lender and to enter into Sponsored GC CIL Trades, including CIL Joint Account Blocks, on behalf of the CIL Funds Lender subject to the Rules;

**WHEREAS**, the Agent, if any, wishes to make the representations and warranties and obligations set forth in Section 12 hereof; and

**WHEREAS**, FICC will permit the CIL Joint Account Agent to represent each CIL Funds Lender and to enter into CIL Joint Account Blocks on its behalf, subject to the Rules, the terms and conditions set forth herein and any terms and conditions deemed by FICC to be necessary to protect itself and its members.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FICC, each CIL Funds Lender, the Agent (if any), and the CIL Joint Account Agent agree and understand as follows:

1. The CIL Joint Account Agent is authorized to represent each CIL Funds Lender and to enter into CIL Joint Account Blocks on its behalf in accordance with the Rules and any other applicable agreement among the parties.
2. The CIL Joint Account Agent agrees that it will comply with all obligations applicable to a CIL Joint Account Agent under the Rules and any other applicable agreement among the parties.

3. Each CIL Funds Lender agrees that it will be liable for, and entitled to, severally and not jointly, all rights and obligations arising from the portion of each CIL Joint Account Block that is attributable to such CIL Funds Lender pursuant to this Agreement and the Rules.

4. Each CIL Funds Lender represents and warrants that it has authorized the CIL Joint Account Agent to allocate or calculate, as applicable, the portion of any CIL Joint Account Block attributable to such CIL Funds Lender.

5. The CIL Joint Account Agent agrees that it will provide FICC such information as is required under the Rules. Without limiting the generality of the foregoing and subject to any differing or additional requirements in the Rules, the CIL Joint Account Agent agrees that, in the event FICC ceases to act for a CIL Funds Lender pursuant to the Rules and the CIL Joint Account Agent has entered into any CIL Joint Account Block in respect of the CIL Joint Account in which such CIL Funds Lender is a participant, the CIL Joint Account Agent shall promptly notify FICC in writing pursuant to the Rules:

- (a) whether the defaulting CIL Funds Lender was a CIL Funds Lender on behalf of which the CIL Joint Account Agent entered into such CIL Joint Account Block; and
- (b) for each such CIL Joint Account Block,
  - (i) the amount of such CIL Joint Account Block that has been allocated to the defaulting CIL Funds Lender, or
  - (ii) the defaulting CIL Funds Lender's pro rata share of such CIL Joint Account Block in the event that such CIL Joint Account Block was not allocated by the CIL Joint Account Agent among the defaulting CIL Funds Lender and the other CIL Funds Lenders represented by the CIL Joint Account Agent in the CIL Joint Account,in each case as of the time of such notification.

6. Notwithstanding anything contrary in any other agreements between the CIL Joint Account Agent and any CIL Funds Lender, the CIL Joint Account Agent shall, subject to any differing or additional requirements in the Rules, not allocate or reallocate any CIL Joint Account Block or any portion thereof to or from the CIL Funds Lender for which FICC has ceased to act pursuant to the Rules after the CIL Joint Account Agent's notification to FICC under Section 5 of this Agreement.

7. The CIL Joint Account Agent shall indemnify and hold harmless FICC, its shareholders, directors, officers, and employees (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities and Legal Actions (as defined below), including reasonable attorneys' fees, which may be suffered, sustained or incurred by or asserted against any Indemnified Party arising directly out of the CIL Joint Account Agent's breach of this Agreement or the Rules or any applicable law or its entry into, allocation or provision of information regarding the allocation or pro rata share of any CIL Joint Account Block, except to the extent such claim, loss, cost, damage or liability is caused directly

or indirectly by such Indemnified Party's gross negligence, willful misconduct or material breach of its obligations with respect to such CIL Joint Account Agent under the Rules or this Agreement or violation of federal securities laws for which there is a private right of action, as determined by a court of competent jurisdiction by final and non-appealable judgment. Under no circumstances will the CIL Joint Account Agent be liable for any consequential, incidental, special or punitive damages or any lost profits, loss of use, damage to goodwill or loss of business. "Legal Action" means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court of competent jurisdiction or other tribunal, or any investigative or regulatory agency or self-regulatory organization (other than FICC). This indemnity shall be a continuing obligation of the CIL Joint Account Agent and its successors and assigns, and shall survive the termination of this Agreement.

8. FICC shall have no responsibility or liability to any CIL Funds Lender, and the CIL Funds Lender covenants that it will not seek compensation under this Agreement from FICC for any loss (including liability of the CIL Funds Lender's to any third party) for any of the CIL Joint Account Agent's acts or omissions or for any losses or costs as a result of the CIL Joint Account Agent's acts or omissions, including its performance or non-performance of its obligations hereunder. The parties acknowledge that nothing in this Section 8 or any agreement with the CIL Funds Lender shall limit any of FICC's obligations to the CIL Funds Lender(s) under the Rules.

9. Each of the CIL Funds Lender(s) and the CIL Joint Account Agent represents and warrants to FICC that (a) it has been duly authorized to execute, deliver and perform its obligations under this Agreement, (b) such execution, delivery and performance do not conflict with or constitute a default under any of its constituent documents, any applicable law, rule or regulation, or any agreement to which it is a party or by which it or its property is bound, (c) all consents and approvals required to be obtained and all legal requirements necessary to be complied with or observed in order for it to enter into CIL Joint Account Blocks and perform its obligations thereunder and under the Rules have been obtained, complied with or observed and (d) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.

10. Capitalized terms not defined herein shall have the meanings ascribed to them in the Rules.

11. Upon the effectiveness of this Agreement, FICC, each CIL Funds Lender, the Agent (if any), and the CIL Joint Account Agent shall be bound by all of the provisions of this Agreement and applicable Rules.

12. If this Agreement is being executed on behalf of a CIL Funds Lender by an Agent, then the Agent represents, warrants and covenants to FICC:

- (a) As of the execution and delivery of this Agreement and any amendments or waivers thereof, the Agent is duly authorized to execute and deliver such document; and
- (b) At and as of all times during the term of this Agreement, the Agent shall notify FICC, forthwith upon becoming aware of the occurrence of an event or

circumstance that renders false any representation or warranty of such CIL Funds Lender set forth in this Agreement.

13. Any notice required to be provided by the CIL Joint Account Agent to FICC hereunder shall be provided in accordance with Rule 45 of the Rules as if the person providing such notice were an Interested Party for purposes of the Rules.

14. This Agreement shall continue until terminated with respect to a CIL Funds Lender by such CIL Funds Lender, the CIL Joint Account Agent or FICC, in each case pursuant to the Rules. Upon the termination of this Agreement with respect to a CIL Funds Lender, the CIL Joint Account Agent may not represent such CIL Funds Lender in relation to any new Sponsored GC CIL Trade, including any CIL Joint Account Block, except in respect of any outstanding Sponsored GC CIL Trades, including any outstanding CIL Joint Account Blocks, that have been Novated, on which such termination shall have no effect. The termination of this Agreement with respect to a CIL Funds Lender shall also not affect the CIL Joint Account Agent's ability to act on behalf of such CIL Funds Lender in another capacity.

15. THIS AGREEMENT AND ALL DISPUTES RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

16. This Agreement may be executed in any number of counterparts which together shall constitute one agreement. All counterparts so executed and delivered shall be construed together and shall constitute one agreement.

17. The parties expressly agree to have this Agreement and related documents in English.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**CIL FUNDS LENDER(S)**

[[NAME OF AGENT] FOR AND ON BEHALF OF EACH OF THE LEGAL ENTITIES SET FORTH IN THE CIL FUNDS LENDER SCHEDULE HERETO] OR [NAME OF CIL FUNDS LENDER]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

**CIL JOINT ACCOUNT AGENT**

[NAME OF CIL JOINT ACCOUNT AGENT]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

**FIXED INCOME CLEARING CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

SAMPLE

### CIL Funds Lender Schedule

Legal Entity Name	LEI	Symbol

SAMPLE

## Schedule 1

### [FORM OF] CIL FUNDS LENDER JOINDER AGREEMENT

This CIL Funds Lender Joinder Agreement (“Joinder”) is entered into by and among Fixed Income Clearing Corporation (“FICC”), the undersigned Agent (“Agent”), acting in its capacity as such for and on behalf of each Joining CIL Funds Lender (as defined below), and the CIL Joint Account Agent.

1. Each of the legal entities set forth on the Joining CIL Funds Lender Schedule (each, severally and not jointly, a “Joining CIL Funds Lender”), being represented by the undersigned Agent, hereby agrees to be bound by all of the provisions of the CIL Joint Account Agent Agreement effective on \_\_\_\_\_, 20\_\_, by and among each CIL Funds Lender (as defined therein, severally and not jointly), FICC, the Agent (as defined therein), as the Agent, acting in its capacity as such for and on behalf of each CIL Funds Lender, and the CIL Joint Account Agent (as defined therein) (the “CIL JAAA”).

2. Each Joining CIL Funds Lender represents and warrants to FICC and the CIL Joint Account Agent that (a) it has authorized the CIL Joint Account Agent to enter into CIL Joint Account Blocks on its behalf subject to the Rules (as defined under the CIL JAAA), (b) it has requested that FICC approve the CIL Joint Account Agent to represent the CIL Funds Lender and enter into CIL Joint Account Blocks on its behalf subject to the Rules, (c) it has been duly authorized to execute, deliver and perform its obligations under this Joinder and the CIL JAAA, (d) such execution, delivery and performance do not conflict with or constitute a default under any of its constituent documents, any applicable law, rule or regulation, or any agreement to which it is a party or by which it is bound, (e) all consents and approvals required to be obtained and all legal requirements necessary to be complied with or observed in order for it to participate in a CIL Joint Account as a CIL Funds Lender as defined in the Rules have been obtained, complied with or observed, and (f) this Joinder and the CIL JAAA each constitutes a valid and binding obligation of the Joining CIL Funds Lender enforceable against it in accordance with its terms.

3. The Agent represents, warrants and covenants to FICC:

- (a) As of the execution and delivery of this Joinder and any amendments or waivers thereof, the Agent is duly authorized to execute and deliver this Joinder and all amendments or waivers hereof and to send and receive notices hereunder on behalf of each Joining CIL Funds Lender; and
- (b) At and as of all times during the term of this Joinder and the CIL JAAA, the Agent shall notify FICC, forthwith upon becoming aware of the occurrence of an event or circumstance that renders false any representation or warranty of such Joining CIL Funds Lender set forth in this Joinder or in the CIL JAAA.

4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Rules.

5. This Joinder may be executed in any number of counterparts which together shall constitute one agreement. All counterparts so executed and delivered shall be construed together and shall constitute one agreement.

6. The parties expressly agree to have this Joinder and related documents in English.

SAMPLE

**Joining CIL Funds Lender Schedule**

<b>Legal Entity Name</b>	<b>LEI</b>	<b>Symbol</b>

*[Signature Page Follows]*

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Joinder.

**JOINING CIL FUNDS LENDER(S)**

[NAME OF AGENT]

FOR AND ON BEHALF OF EACH OF THE  
JOINING CIL FUNDS LENDERS

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

**CIL JOINT ACCOUNT AGENT**

[NAME OF CIL JOINT ACCOUNT AGENT]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

**FIXED INCOME CLEARING  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(enter title of authorized signatory)

Date: \_\_\_\_\_  
(enter signing date)

SAMPLE