

CZECH BANKING ASSOCIATION

On the basis of standard documentation published by the European Banking Federation

MASTER AGREEMENT FOR FINANCIAL TRANSACTIONS

dated as of _____

between

_____ and _____

("Party A")

("Party B")

SPECIAL PROVISIONS

Edition 10/2018

1. Introduction

An inseparable part of this contractual arrangement (the "Special Provisions") are the general provisions of the Master Agreement for Financial Transactions, Edition 10/2018, published by the Czech Banking Association (the "CBA") based on master documentation published by the European Banking Federation (the "General Provisions") and all annexes (each an "Annex" and collectively "Annexes") or Supplements (each a "Supplement" and collectively "Supplements") referred to below in Section 2 that were also published by the CBA.

The parties are aware that these Special Provisions together with the General Provisions [and all the [Annexes] and [Supplements] referred to below in Section 2] constitute a Master Agreement for Financial Transactions (the "Master Agreement") under which the parties may enter into financial transactions or which the parties may incorporate in the terms of certain or all financial transactions entered into between them and thus make the financial transactions subject to the Master Agreement. These Special Provisions amend and supplement the General Provisions that are part of the Master Agreement.

The parties are therefore aware that the Transactions they have or will enter into between them and that are or will be subject to the Master Agreement, as well as all rights and duties under the Agreement and relations created under or in connection with the Master Agreement that are not governed by the terms agreed for a particular Transaction in relation to such particular Transaction and are not governed by these Special Provisions shall be governed by the General Provisions [and all the [Annexes] and [Supplements] referred to below in Section 2], including, among others, the Margin Maintenance Annex, Edition 10/2018], unless otherwise agreed. The parties confirm that they are familiar with the General Provisions [and all the [Annexes] and [Supplements] referred to below in Section 2], including, among others, the Margin Maintenance Annex, Edition 10/2018], that they agree with them, undertake to comply with them and ensure that they are complied with by persons authorised by them.

[Party [A]/[B] enters into this Master Agreement as a [manager]/[foreign manager]/[person authorised by a manager]/[person authorised by a person authorised by a manager] pursuant to Section [6]/[14]/[23]/[26] of Act No. 240/2013 Sb., on investment companies and investment funds, as amended, or pursuant to other provision of law replacing the above provision at any time in future, acting in connection with the management (management in relation to sub-funds in the sense of Section 165 of the above Act means acts by a [manager]/[foreign manager]/[person authorised by the manager]/[person authorised by a person authorised by the manager] in relation to separate assets in these sub-funds) of non-autonomous investment funds, their sub-funds, foreign investment funds or their sub-funds that are set out in the "List of Funds" Annex (each investment fund, its sub-fund, foreign investment fund or a sub-fund a "Fund"). For this reason, each Transaction entered into under this Master Agreement and the related Confirmations shall include information that Party [A]/[B] entered into the Transaction in connection with the management of a specific Fund as specified in this Master Agreement and/or the related Confirmations. This Master Agreement shall be construed as having the same legal effects as if Party [A]/[B] and Party [A]/[B] acting in connection with the management of each specific Fund were parties to a separate and independent master agreement being identical in all respects

with this Master Agreement. This Master Agreement has been made in the form of one physically existing document (including these Special Provisions [Margin Maintenance Annex] and all the [Annexes] and [Supplements] referred to below in Section 2)) only for the purposes of efficient execution of contractual documentation. The rights and duties associated with the management of each particular Fund are separate, independent and different from the rights and duties associated with the management of any other Fund. For the avoidance of doubt, if there is an Event of Default or a Change of Circumstances in relation to any of the master agreements that are considered entered into between Party [A]/[B] and [A]/[B] acting in connection with the management of a particular Fund, it shall not, in itself, result in the occurrence of any Event of Default or Change of Circumstances in relation to any other master agreement that is considered entered into between Party [A]/[B] and Party [A]/[B] acting in connection with the management of any other Fund.¹

[Party [A]/[B] enters into this Master Agreement as a [pension company]/[person authorised by a pension company] pursuant to Section [29]/[51] and, if applicable, Section 186 of Act No. 427/2011 Coll., on supplementary pension insurance, as amended, or pursuant to other provision of law replacing the above provision[s] at any time in future, acting in connection with (i) the management of assets in participation funds in [its own name]/[in the name of the pension company] at the expense of the participants, (ii) the management of the funds of savers in pension funds, and/or (iii) the carrying out of supplementary pension insurance through assets in a transformed fund, with these funds being set out in the “List of Funds” Annex (each participation fund, pension fund or transformed fund a “Fund”). For this reason, each Transaction entered into under this Master Agreement and the related Confirmations shall include information that Party [A]/[B] entered into the Transaction in connection with the management of assets or funds or with the carrying out of pension insurance through assets in a specific Fund as specified in this Master Agreement and/or the related Confirmations. This Master Agreement shall be construed as having the same legal effects as if Party [A]/[B] and Party [A]/[B] acting in connection with the management of assets or funds or with the carrying out of pension insurance through assets in each specific Fund were parties to a separate and independent master agreement being identical in all respects with this Master Agreement. This Master Agreement has been made in the form of one physically existing document (including these Special Provisions [Margin Maintenance Annex] and all the [Annexes] and [Supplements] referred to below in Section 2)) only for the purposes of efficient execution of contractual documentation. The rights and duties associated with the management of assets or funds or carrying out of pension insurance through assets in each particular Fund are separate, independent and different from the rights and duties associated with the management of assets or funds or carrying out of pension insurance through assets in any other Fund. For the avoidance of doubt, if there is an Event of Default or a Change of Circumstances in relation to any of the master agreements that are considered entered into between Party [A]/[B] and [A]/[B] acting in connection with the management of assets or funds or carrying out of pension insurance through assets in any other Fund, it shall not, in itself, result in the occurrence of any Event of Default or Change of Circumstances in relation to any other master agreement that is considered entered into between Party [A]/[B] and Party [A]/[B] acting in connection with the management of assets or funds or carrying out of pension insurance through assets in any other Fund.]²

[Party [A]/[B] enters into this Master Agreement as an [investment fund with legal personality that does not have an individual governing body that is a legal entity authorised to manage this investment fund]/[investment fund with legal personality that has an individual governing body that is a legal entity authorised to manage this investment fund] pursuant to Section [8]/[9] of Act No. 240/2013 Sb., on investment companies and investment funds, as amended, or pursuant to other provision of law replacing the above provision at any time in future, that creates sub-funds pursuant to Section 165 of the above Act, acting in relation to sub-funds that are set out in the “List of Funds” Annex (each such sub-fund a “Fund”). For this reason, each Transaction entered into under this Master Agreement and the related Confirmations shall include information that Party [A]/[B] entered into the Transaction in relation to a particular Fund specified in this Master Agreement and/or the related Confirmations. This Master Agreement shall be construed as having the same legal effects as if Party [A]/[B] and Party [A]/[B] acting in relation to each specific Fund were parties to a separate and independent master agreement being identical in all respects with this Master Agreement. This Master Agreement has been made in the form of one physically existing document (including these Special Provisions [Margin Maintenance Annex] and all the [Annexes] and [Supplements] referred to below in Section 2)) only for the purposes of efficient execution of contractual documentation. The rights and duties associated with acting in relation to each particular Fund are separate, independent and different from the rights and duties associated with acting in relation to any other Fund. For the avoidance of doubt, if there is an Event of Default or a Change of Circumstances in relation to any of the master agreements that are considered entered into between Party [A]/[B] and [A]/[B] acting in relation to a particular Fund, it shall not, in itself, result in the occurrence of any Event of Default or Change of Circumstances in relation to any other master agreement that is considered entered into between Party [A]/[B] and Party [A]/[B] acting in relation to any other Fund.]³

Unless expressly defined in these Special Provisions, capitalised terms have the same meaning as in the General Provisions [and the respective [Annexe(s)] and [Supplement(s)]].

2. Incorporation of Documents

¹ It will be suitable to use this wording when one of the parties is a manager, foreign manager, person authorised by a manager, or a person authorised by a person authorised by a manager pursuant to the relevant provisions of the Act on Investment Companies and Investment Funds acting in connection with the management of non-autonomous investment funds, their sub-funds, foreign investment funds or their sub-funds.

² It will be suitable to use this wording when one of the parties is a pension company or a person authorised by a pension company pursuant to the relevant provisions of the Act on Supplementary Pension Insurance in connection with the management of assets in participation funds or pension funds.

³ It will be suitable to use this wording when one of the parties is an investment fund with legal personality that does not have an individual governing body that is a legal entity authorised to manage this investment fund, or an investment fund with legal personality that has an individual governing body that is a legal entity authorised to manage this investment fund (self-governing SICAV fund with sub-funds) pursuant to the relevant provisions of Act No. 240/2013 Sb., on investment companies and investment funds, as amended, acting in relation to separate assets in its sub-funds.

The following documents, all in the [Czech / English] language, published by the CBA are hereby incorporated into and shall accordingly form part of the Master Agreement:

- (a) the General Provisions, Edition 10/2018
- (b) the following Annex[es]⁴

Product Annex[es] for :
Repurchase Transactions, Edition 10/2018
Securities Simple Loans, Edition 10/2018
Derivative Transactions, Edition 10/2018
Supplement for Foreign Exchange Transactions, Edition 10/2018
Supplement for Interest Rate Transactions, Edition 10/2018
Supplement for Option Transactions, Edition 10/2018
Supplement for Commodity Transactions, Edition 10/2018
Supplement for EU Emissions Allowance Transaction, Edition 10/2018
Margin Maintenance Annex, Edition 10/2018
Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018
[List of Funds] ⁵
Other Supplements (give details)

[The parties have agreed that, in relation to the Master Agreement, they will also enter into a Guarantee in the form of the Pledge Agreement, Edition 10/2018.]⁶

3. Addresses for notices (Section 8(1) of the General Provisions)

The addresses for notices and other communications between the parties are: ...

4. Governing law, Settlement of Disputes, Jurisdiction, Arbitration (Section 11(1) and (2) of the General Provisions)

The law governing the Agreement is law.

Settlement of Disputes:

Jurisdiction⁷: The court(s) referred to in Section 11(2) is/are [Municipal Court in Prague].

Arbitration⁸: The rules of arbitration referred to in Section 11(2) are the Rules of Arbitration of⁹ [The arbitration court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic] [Euro Arbitration – European Center for Financial Dispute Resolution] [the International Chamber of Commerce] / [other] / [with which each party agrees to comply].

The parties agree to submit those disputes to [a single] [three] arbitrator[s].

Such arbitration shall take place in [Prague].

The language[s] in which arbitration shall be conducted [is] [are] [Czech / English].

5. Other provisions

10

6. Provisions agreed for the purposes of EMIR

⁴ Delete and/or complete the references in this paragraph (b) as appropriate.

⁵ It will be suitable to use this wording when one of the parties is (i) a manager, foreign manager, person authorised by a manager, or person authorised by a person authorised by a manager pursuant to the relevant provisions of the Act on Investment Companies and Investment Funds acting in connection with the management of non-autonomous investment funds or foreign investment funds, or (ii) a pension company or a person authorised by a pension company pursuant to the relevant provisions of the Act on Supplementary Pension Insurance in connection with the management of assets in participation funds or pension funds, or (iii) an investment fund with legal personality that does not have an individual governing body that is a legal entity authorised to manage this investment fund, or an investment fund with legal personality that has an individual governing body that is a legal entity authorised to manage this investment fund (self-governing SICAV fund with sub-funds) pursuant to the relevant provisions of Act No. 240/2013 Sb., on investment companies and investment funds, as amended, acting in relation to separate assets in its sub-funds.

⁶ Insert if you wish to enter into the Pledge Agreement, Edition 10/2018.

⁷ Delete if not applicable.

⁸ Delete if not applicable.

⁹ If arbitration is selected, specify which rules apply.

¹⁰ Insert amendments (e.g. in the form of the provisions from the attached Appendix) or insert „None“

This Section 6 of the Special Provisions sets out certain possibilities of election and amendments to the General Provisions which the parties may, but do not have to, exercise upon their discretion in negotiating the Special Provisions.

(i) **Reporting Roles (Section 2(3) of the General Provisions)** Party A and/or Party B, as the case may be, will be required to report information in respect of Relevant Transactions pursuant to the Reporting Obligation and in accordance with Section 2(3) of the General Provisions and this Part 6(i). In respect of each Relevant Transaction, Party A and Party B agree that,

[Party A and Party B will each report the Counterparty Data in relation to it and each report the Common Data, in each case by the [end of the working day following the conclusion, modification or termination of the Relevant Transaction] OR [deadline for reporting the Relevant Transaction as specified in [Article 9 of] EMIR] ("Reporting Deadline") and to the Relevant Trade Repository [and for this purpose Party A]/[B] [and Party B] [has/have] appointed a third party ("Reporting Delegate") to comply with such obligation].¹¹

OR

[Party A and Party B will each report the Counterparty Data in relation to it [and for this purpose Party A]/[B] [and Party B] [has/have] appointed a third party ("Reporting Delegate") to comply with such obligation,] and only Party A]/[B] will report the Common Data, in each case by the [end of the working day following the conclusion, modification or termination of the Relevant Transaction] OR [deadline for reporting the Relevant Transaction as specified in [Article 9 of] EMIR] ("Reporting Deadline") and to the Relevant Trade Repository. Party B]/[A] hereby authorises Party A]/[B] to report the Common Data to the Relevant Trade Repository on behalf of Party B]/[A].]¹²

OR

[Party A]/[B] will report (a) the Counterparty Data in relation to Party A and Party B and (b) the Common Data, in each case by the [end of the working day following the conclusion, modification or termination of the Relevant Transaction] OR [deadline for reporting the Relevant Transaction as specified in [Article 9 of] EMIR] ("Reporting Deadline") and to the Relevant Trade Repository [and for this purpose Party A]/[B] [and Party B] [has/have] appointed a third party ("Reporting Delegate") to comply with such obligation]. Party B]/[A] hereby authorises Party A]/[B] to report (a) the Counterparty Data in relation to Party B]/[A] and (b) the Common Data to the Relevant Trade Repository on behalf of Party B]/[A].]¹³

OR

[Party A]/[B] will report (a) the Common Data [on behalf of Party B]/[A]] [determined in good faith by Party A]/[B] in accordance with the Reporting Annexes and it shall be deemed that the Common Data determined in this way are the Common Data agreed in the sense of Section 2(3)(a) of the General Provisions]¹⁴ and (b) the Counterparty Data in relation to itself, in each case by the [end of the working day following the conclusion, modification or termination of the Relevant Transaction] OR [deadline for reporting the Relevant Transaction as specified in [Article 9 of] EMIR] ("Reporting Deadline") and to the Relevant Trade Repository [and for this purpose Party A]/[B] has appointed a third party ("Reporting Delegate") to comply with such obligation]. [Clauses 2(3)(b) and (c) of the General Provisions shall not apply].¹⁵¹⁶

For the purposes of Section 2(3) of the General Provisions and this Part 6 the "Relevant Trade Repository" in respect of a Relevant Transaction will be the Trade Repository [selected by [the Reporting Party]/[the Non-Reporting Party] [or, if applicable, a Reporting Delegate]]/[agreed between Party A and Party B] from time to time for such [type or class of] [Relevant Transaction] [or, where no Trade Repository is available to record the details of such Relevant Transaction, ESMA].

[[The Reporting Party]/[The Non-Reporting Party] will notify the other party of each Relevant Trade Repository which it selects for the purposes of Section 2(3) of the General Provisions and this Part 6(i). Such notification shall be effective [on receipt].]¹⁷

[If a Reporting Delegate selects a Relevant Trade Repository (including, in the case of a central clearing house authorised under Article 14 of EMIR or recognised under Article 25 of EMIR ("CCP"), pursuant to its relevant rules, conditions,

¹¹ This drafting provides that each party will report its own Counterparty Data and the Common Data. The language also allows for a Reporting Delegate to be appointed by one or both parties to carry out the reporting obligations.

¹² This drafting provides that each party will report its own Counterparty Data. The language also allows for a Reporting Delegate to be appointed by one or both parties to carry out the reporting obligations in respect of such Counterparty Data. The language provides for the Common Data to be reported by one party only.

¹³ This drafting provides that one party will report both their own and their counterparty's Counterparty Data and the Common Data. The language also allows for a Reporting Delegate to be appointed by one or both parties to carry out the reporting obligations.

¹⁴ It will be suitable to use this drafting when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank).

¹⁵ It will be suitable to use this drafting when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank).

¹⁶ This drafting provides that a party will report its Counterparty Data and the Common Data. The language also allows for a Reporting Delegate to be appointed by the party to carry out the reporting obligations. It will be suitable to use this drafting also when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank) and in such case the Reporting Party will always be the party different from the entity to which EMIR does not apply. In such case the part of this provision dealing with the appointment of a Reporting Delegate, who will perform the reporting obligation, does not apply.

¹⁷ Parties may wish to include this wording where one party selects the Relevant Trade Repository in accordance with the definition of that term.

procedures, regulations, standard terms, membership agreements, collateral addenda, notices, guidance, policies or other such documents promulgated by the relevant CCP and amended and supplemented from time to time ("Rule Set")), the party which appointed such Reporting Delegate will notify the other party of such selection. Such notification shall be effective [on receipt].¹⁸

(ii) Remedies for Breach of Reporting Obligations (Section 2(3) of the General Provisions)

[(x) Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any action required by Section 2(3) of the General Provisions and/or Part 6(i) above will not constitute [an Event of Default] [or] [a Change of Circumstances] under the Agreement.]

[(x) [Without prejudice to Section 2(3)(c) of the General Provisions, if the parties fail to agree the Common Data in accordance with Section 2(3)(a) of the General Provisions then each party is entitled to report the relevant Common Data to [a Trade Repository] OR [the Relevant Trade Repository] or to appoint a Reporting Delegate to make such report on its behalf.]¹⁹

[(x) If the Reporting Party fails to report the Common Data and/or the Counterparty Data by the Reporting Deadline in accordance with Part 6(i) above and the Non-Reporting Party is subject to the Reporting Obligation then, without prejudice to Section 2(3)(c) of the General Provisions, the Non-Reporting Party is nonetheless entitled to report the relevant Common Data and/or the Counterparty Data in relation to it to [a Trade Repository] OR [the Relevant Trade Repository] or to appoint a Reporting Delegate to make such report on its behalf.

[Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any action required by Section 2(3) of the General Provisions and/or Part 6(i) will not constitute an [Event of Default] [or a Change of Circumstances] under the Agreement if it is caused by an error or omission of an administrative or operational nature which is outside of the Reporting Party's control].^{20 21}

(iii) Liability and Indemnity (Section 2(3) of the General Provisions)

[(x) The Reporting Party shall, with professional care, carry out its duties under this Part 6 and the related provisions of the General Provisions, but the Reporting Party shall not be obliged to do or ensure the doing of anything that (i) is not allowed or is otherwise contrary to the operating procedures of the Relevant Trade Repository (including any decision of the Relevant Trade Repository not allowing / forbidding the Reporting Party to provide the Relevant Data), or (ii) is contrary to any binding law, rule, directive or other regulation.

(y) The Reporting Party shall not be obliged to compensate the Non-Reporting Party for:

- (i) any Damage arising directly by or in connection with:
 - (1) any act, omission or breach of duty by any third party including, but not limited to, the Reporting Representative and the Relevant Trade Repository (including any decision of the Relevant Trade Repository not allowing / forbidding the Reporting Party to provide the Relevant Data);
 - (2) the discharge of the duties by the Reporting Party or the exercise of its rights in connection with this Part 6 and the related provisions of the General Provisions (including, but not limited to, by using any platform, system, interface or other technology provided by the Reporting Representative, or by any incorrect interpretation of the Reporting Duties or its duties under EMIR and the related regulations);
 - (3) the failure of any platform, system, interface or other technology used by the Reporting Representative in the discharge of its duties or exercise of its rights under this Part 6 and the related provisions of the General Provisions; or
 - (4) the disclosure or interception by any third party of any piece of information or data related to the Non-Reporting Party.

¹⁸ Parties may wish to include this wording where the definition of Relevant Trade Repository contemplates that it might be selected by a Reporting Delegate.

¹⁹ Recital 2 to the Reporting RTS provides that counterparties should ensure that the Common Data reported is agreed between both parties to the trade. This drafting allows for parties to report their own data or appoint a Reporting Delegate where such agreement is not reached. When one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank), it is deemed that the Common Data determined in good faith by a party different from the entity to which EMIR does not apply are the Common Data approved in the sense of Section 2(3)(a) of the General Provisions. Therefore, in such an event this provision shall not apply.

²⁰ Parties may wish to include a carve-out from a breach in a situation where either a failure to provide the information to the Reporting Party or the Reporting Delegate or the Reporting Party's failure to report is for reasons beyond such party's control. If included, this sub-paragraph should be conformed to the rest of the provision and the Agreement as a whole, particularly with respect to the inclusion of and/or elections made in respect of the first optional paragraph mentioned in this Part 6(ii).

²¹ When one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank), it is deemed that the Common Data determined in good faith by a party different from the entity to which EMIR does not apply are the Common Data approved in the sense of Section 2(3)(a) of the General Provisions. Therefore, in such an event this provision shall not apply.

except for, and to the extent in which, this Damage arose as a result of the gross negligence or a wilful act by the Reporting Party; or

- (ii) any indirect Damage or loss;

irrespective of whether the Reporting Party had been notified of the possibility that such Damage may arise or whether such Damage could have been anticipated.

(z) The Non-Reporting Party undertakes to verify in time the completeness and accuracy of the Relevant Data reported by the Reporting Party to the Relevant Trade Repository and to notify the Reporting Party of any errors or if any Relevant Data have not been reported.

(za) **Indemnity.** The Non-Reporting Party undertakes to compensate the Reporting Party for any Damage incurred to it (including any Damage incurred based on any decision) under or in connection with:

- (i) any claim made or any action filed by any third party, to the extent such claim or action is, directly or indirectly, the result of the activities of the parties under this Part 6 or the related provisions of the General Provisions or is related to such activities;
- (ii) any information provided by the Non-Reporting Party to the Reporting Party in connection with the activities of the parties under this Part 6 or the related provisions of the General Provisions including, but not limited to, any information included in any Relevant Data provided by the Non-Reporting Party to the Reporting Party; or
- (iii) any regulatory or other request or act related to the discharge of the Reporting Duty;

however only to the extent in which such Damage is not the result of gross negligence, wilful act or omission by the Reporting Party or any act the Reporting Party is obligated by law to make.

For the purposes of this Paragraph 6(iii), "Relevant Data" means Common Data or Counterparty Data in relation to the Non-Reporting Party and "Damage" means any loss, damage, loss of profit, penalty, cost or expense (including the fees of legal and other professional advisors).]²²

(iv) **Confidentiality Waiver (Section 10 of the General Provisions)**

[(x) Section 10 of the General Provisions is amended by inserting after Section 10(13) a new Section 10(14), which provides as follows:

„(14) Confidentiality Waiver. Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the parties, each party hereby consents to the disclosure of information:

(a) to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other party is required or accustomed to act ("Reporting Requirements"); or

(b) to and between the other party's head office, branches or Affiliates, or any persons or entities who provide services to such other party or its head office, branches or Affiliates, in each case, in connection with such Reporting Requirements.

Each party acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any Trade Repository or one or more systems or services operated by any such Trade Repository ("TR") and any relevant regulators (including without limitation, the ESMA and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily

²² The Parties may use this wording if they wish to limit the liability of the Reporting Party to the Non-Reporting Party for damage incurred in connection with the discharging of the Reporting Duty and/or include an indemnity by the Non-Reporting Party to the Reporting Party.

provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt, (i) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (ii) any agreement between the parties to maintain confidentiality of information contained in this agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.]²³

The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

²³ The Parties should use this drafting if one of the parties is a third country entity.

[(x) Section 10(13(a) of the General Provisions is amended by inserting "or any inaccuracy of the representation and warranty in Section 10(14)" immediately after the words "to otherwise comply with Section 10(12)".]²⁴

(Name of Party A)

(Name of Party B)

By:

By:

Name(s):
Title(s):

Name(s):
Title(s):

²⁴ The Parties should use this drafting if one of the parties is a third country entity.

Appendix (Checklist) Elections and Amendments²⁵

This Appendix (Checklist) sets out certain possibilities of election and amendments to the General Provisions and Annexes or Supplements which the parties may, but do not have to, exercise upon their discretion in negotiating the Special Provisions.

I. General Provisions

(1) Section 1(4) (Single Agreement)

The provisions of Section 1(4)(iii) shall not apply between the parties.

(2) Section 2(1) (Form)

[The party recording the provision of financial collateral in its electronic system evidencing the provision of financial collateral and enabling reproduction in unchanged form is Party [A]/[B]]/The electronic system recording the provision of financial collateral by a record evidencing the provision of financial collateral and enabling reproduction in unchanged form is []²⁶/[The parties do not record the provision of financial collateral in an electronic system.]

(3) Section 2(2)(b) (Timely Confirmation) and Section 2(2)(c) (Definitions)

[The Documenting Party is Party [A]/[B]]

OR

[Section 2(2)(b) of the General Provisions shall not apply and shall be replaced by the inclusion of the following text:

In respect of each Relevant Confirmation Transaction, Party A and Party B will [use all reasonable efforts acting in good faith and a commercially reasonable manner to] ensure each Relevant Confirmation Transaction is confirmed by the Timely Confirmation Deadline.]²⁷

OR

[Section 2(2)(b) and (c) of the General Provisions shall not apply and, in respect of the delivery, confirmation or form of Confirmations, neither Party A nor Party B agree any other rights or duties in addition to the General Provisions.]²⁸

(4) Section 2(2)(c) (Definitions)

[The definition of the “Confirmation Delivery Deadline” in Section 2(2)(c) of the General Provisions is replaced by the following text:

“Confirmation Delivery Deadline” means:

(i) the Business Day immediately prior to the Timely Confirmation Deadline; or

(ii) if the Timely Confirmation Deadline falls on the day that is the first Business Day immediately following the Trade Date, the Timely Confirmation Deadline by 2pm, unless otherwise agreed by the parties.

In nonstandard Transactions, Party [A]/[B] may deliver the Confirmation also after these deadlines, provided it sends it as soon as possible after the closing or agreement on the amendment to the terms of the Transaction or after the Early Termination Date.]

²⁵ These provisions refer to clauses of the Master Agreement contemplating possible choices or modifications to be made in the Special Provisions. When any such provision is not inserted, the relevant fall back provision specified in the Master Agreement will apply. Parties may insert these provisions (or any other clause amending the terms of the Master Agreement) in paragraph no 5 (Other provisions) of the Special Provisions.

²⁶ This wording will be used if the parties record the provision of financial collateral in an electronic system operated by a third party.

²⁷ Note that a failure to carry out this duty would (following the giving of notice by the non-defaulting party and the expiry of the 30 day grace period) result in an Event of Default under Section 6(1)(a)(iii) of the General Provisions (Other Breach of Agreement). It is always open to the parties to negotiate a different position for failure to carry out this duty if they wish to do so. For example, parties may wish to make the consequence of a failure to carry out this duty a Change of Circumstances rather than an Event of Default. Note that a Change of Circumstances is not the only other alternative consequence to an Event of Default and there are other consequences that may be negotiated.

²⁸ It will be suitable to use this drafting when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank) or when EMIR, according to its Article 1(5), applies to it only partially in the extent of the reporting obligation under its Article 9.

[(5) Section 3(1) (Date, Place, Manner)

Section 3(1) of the General Provisions shall not apply and shall be replaced by the inclusion of the following text:

"(1) Date, Place, Manner.

- (a) Each party shall make the payments and deliveries to be made by it at the time, date and place and to the account agreed in respect of the Transaction concerned and in the manner customary for payments or deliveries of the relevant kind. Each payment shall be made in the currency agreed in respect thereof (the "Contractual Currency"), free of all costs and in monetary funds which are freely available on the due date.
- (b) Unless otherwise agreed by Party A and Party B, each payment by Party [A]/[B] in respect of each Transaction shall be settled on the relevant Account on the date agreed in the Transaction. Unless otherwise agreed by the parties, Party [A]/[B] agrees with the right of Party [B]/[A] to collect the relevant amount from its relevant Account and, without undue delay, shall ensure for Party [B]/[A] to be able to exercise its right to make the collection. Party [A]/[B] shall ensure that on each date of payment by Party [A]/[B] agreed for the relevant Transaction on the relevant Account there will be sufficient funds for the payment of its debts to Party [B]/[A] under the Transaction. If on the date of payment by Party [A]/[B] agreed for the relevant Transaction on the relevant Account of Party [A]/[B] there are not sufficient funds for the making of such payment or Party [A]/[B] fails to enter a payment order or enters an incorrect payment order for such payment, Party [B]/[A] shall make reasonable efforts to contact Party [A]/[B] and arrange a remedy. If the remedy under the previous sentence is not ensured without undue delay, for the making of the payment Party [B]/[A] shall be authorised to use funds from any other account or accounts it keeps for Party [A]/[B]; when accounts are kept in other currencies than in the currency agreed for the relevant payment, Party [B]/[A] shall determine the exchange rate in good faith and in a commercially appropriate manner. Party [B]/[A] shall notify it to Party [A]/[B]. The above is without prejudice to the right of Party [B]/[A] to act in such situation pursuant to Section 6(2)(a)(iv) of the General Provisions.

"Account" means any account of Party [A]/[B] through which there will be settled payments from the Transactions or other payments under this Agreement and that is agreed in the Conversation and/or determined in a Confirmation and/or other document delivered to Party [B]/[A].²⁹

(6) Section 3(4) (Payment Netting)

[The principle set forth in Section 3(4), first sentence, of the General Provisions is hereby extended so as to apply also to:

- mutual payments in the same currency in respect of [the following types of Transactions: ...][all types of Transactions] and
- mutual deliveries of assets that are fungible with each other and are due in respect of [the same Transaction] [the following types of Transactions: ...] [all types of Transactions].]

[The principle set forth in Section 3(4), first sentence, of the General Provisions shall not apply.]

(7) Section 3(5) (Late Payment)

The interest surcharge referred to in Section 3(5) shall be ... % per annum.

(8) Section 3(8) (Market Value)

The price source for determining the Market Value of Securities shall be...

(9) Section 5(2) (Applicability to Guarantor)

Guarantor means in particular

- in relation to Party A: ... (whose jurisdiction of organisation/incorporation is ...)
- in relation to Party B: ... (whose jurisdiction of organisation/incorporation is ...).

Guarantee means in particular

- in relation to Party A: ...
- in relation to Party B: ...

²⁹ This wording will be used if a party makes payments in respect of the Transactions under this Agreement by collection from an account.

(10) Section 5(3) (NFC Representation)

Party A [makes the NFC Representation / is a NFC+ Party making the NFC Representation / does not make the NFC Representation].

Party B [makes the NFC Representation / is a NFC+ Party making the NFC Representation / does not make the NFC Representation].

[For the purposes of Section 5(3)(b), the address to which a Representing Party or a Non-representing Party should deliver any Clearing Status Notice, Non-Clearing Status Notice, NFC+ Representation Notice, NFC Representation Notice or Non-representation Notice is as follows:

- in relation to Party A: ...
- in relation to Party B: ...]

[For purposes of electronic matching and counterparty recognition, the parties' DTCC Account Numbers are as follows:

- in relation to Party A: ...
- in relation to Party B: ...]

[For purposes of electronic matching and counterparty recognition, the parties' code(s) are as follows:

- in relation to Party A:
LEI (Legal Entity Identifier): []
CICI: []
[Other: []
- in relation to Party B:
LEI (Legal Entity Identifier): []
CICI: []
[Other: []]

[Section 5(3) (NFC Representation) shall not apply.]³⁰

[(11) The below new Subsection 4 shall be inserted in Section 5 (Representations):

- (4) Additional Representations. Furthermore, Party [A]/[B] represents to Party [A]/[B] as of the date of the Master Agreement and as of each date on which a Transaction is entered into that:

[APPLICABLE ONLY TO MANAGERS, FOREIGN MANAGERS, A PERSON AUTHORISED BY A MANAGER, A PERSON AUTHORISED BY A PERSON AUTHORISED BY A MANAGER, SELF-GOVERNING SICAV WITH SUB-FUNDS, OR A PENSION COMPANY OR A PERSON AUTHORISED BY A PENSION COMPANY]³¹

[it is fully authorised to enter into Transactions at the expense of the Funds that are listed in the "List of Funds" Annex or at the expense of the holders of securities or participants of such Funds, and this authorisation is not contrary to any provision of any agreement, statutory document, statute[, pension plan], legal regulation or any other authorisation relating or granted to Party [A]/[B] or any Fund, and enters into Transactions solely in relation to the separate part of its assets of which Party [A]/[B] or any Fund may freely dispose for the purposes of the particular transaction in accordance with any provision of any statutory document, statute, authorisation or legal regulation or any other authorisation.]³²

³⁰ It will be suitable to use this drafting when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank) or when EMIR, according to its Article 1(5), applies to it only partially in the extent of the reporting obligation under its Article 9. In such an event there will not be applied any elections included in this item (9) above, except for the respective party identifiers.

³¹ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

³² It will be suitable to use this wording when one of the parties is (i) a manager, foreign manager, person authorised by a manager, or person authorised by a person authorised by a manager pursuant to the relevant provisions of the Act on Investment Companies and Investment Funds acting in connection with the management of non-autonomous investment funds or foreign investment funds, (ii) a pension company or a person authorised by a pension company pursuant to the relevant provisions of the Act on Supplementary Pension Insurance in connection with the management of assets in participation funds or pension funds, or (iii) an

[APPLICABLE ONLY TO INSURANCE COMPANIES]³³

(a) it has been duly granted a licence by the Czech National Bank as the supervisory body under Act No. 277/2009 Coll., on the insurance industry, as amended (the “Insurance Act”), to carry out insurance or reinsurance activities in the territory of the Czech Republic in the relevant field of insurance;

(b) it enters into Transactions solely for the purposes of, and in connection with, the management of assets within its insurance activities in the field of [life/non-life insurance] [or reinsurance activities] and, as a result of this, any rights or duties from these Transactions shall be deemed rights and duties in connection with the management of the assets of Party [A]/[B] within its insurance activities in the field of [life/non-life insurance] [or reinsurance activities]. At the same time, Party [A]/[B] represents that, in this respect, it has adopted and maintains all the necessary measures ensuring a separate management of these activities under the Insurance Act;

(c) The Czech National Bank has not exercised and, to the best knowledge of Party [A]/[B] is not likely to exercise, its powers granted to it by Section 95 *et seq.* of the Insurance Act (in particular by Section 97(1)(b)) or any provision or provisions that may replace these provisions in future in a manner that may affect the ability of Party [A]/[B] to meet any of its duties under this Agreement; and

(d) all activities carried out by Party [A]/[B] comply with all legal regulations and requirements applicable to insurance or reinsurance activities and with any regulation, directive or instruction of the Czech National Bank and, to the best knowledge of Party [A]/[B], there is no legal regulation prohibiting or restricting the ability of Party [A]/[B] to enter into any Transaction.^{34,35}

[DECLARATION ON SANCTIONS AND MEETING OF STATUTORY DUTIES IN RESPECT OF ANTI-MONEY LAUNDERING MEASURES]³⁶

(a) Neither Party [A]/[B] nor any of its Affiliates nor, to the best of its knowledge, any director, member of a governing body or other body, representative or employee of Party [A]/[B] or any of its Affiliates is subject to any Sanctions and these entities do not carry on any business with any individual, entity or country that is subject to any Sanctions. For the purposes of this declaration, “Sanctions” means any sanctions imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury, U.S. State Department, any other agency of the government of the United States of America, the United Nations, the European Union, Her Majesty’s Treasury or any other relevant sanction body.]

(b) The activities of Party [A]/[B] and its Affiliates are and have always been carried on in accordance with the relevant accounting and reporting requirements and with anti-money laundering laws applicable in the Czech Republic and in all jurisdictions in which Party [A]/[B] carries on its business activities and in accordance with any related or similar rules and regulations, including any related or similar rules, regulations or instructions issued, imposed or enforced by any governing body (“Anti-Money Laundering Laws”), and no action has been filed and no dispute or proceedings are pending before any court, government body or authority in respect of Party [A]/[B] or its Affiliates in connection with the Anti-Money Laundering Laws and, to the best of Party [A]/[B]’s knowledge, no such action, dispute or proceedings are imminent or expected.³⁷

(12) Section 6(1)(a)(v) (Default under Specified Transactions)

Section 6(1)(a)(v) will apply to [Party A][Party B][both parties] and “Specified Transactions” are all Specified Transactions, as Specified Transaction is defined in Section 6(1)(a)(v) of the General Provisions, with the following amendments (for example they may, but do not have to, include derivative and other financial transactions (to be specified) entered into with the other party and/or with any third party).

(13) Section 6(1)(a)(vi) (Cross Default)

Section 6(1)(a)(vi) shall not apply/apply only to Party [A] [B] and not to the other party/apply with the following modifications:

The Default Threshold is:

- in relation to Party A: ...
- in relation to Party B: ...

(14) Section 6(1)(a)(viii) (Insolvency Events)

investment fund with legal personality that does not have an individual governing body that is a legal entity authorised to manage this investment fund, or an investment fund with legal personality that has an individual governing body that is a legal entity authorised to manage this investment fund (self-governing SICAV fund with sub-funds) pursuant to the relevant provisions of Act No. 240/2013 Sb., on investment companies and investment funds, as amended, acting in relation to separate assets in its sub-funds.

³³ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

³⁴ It will be suitable to use this wording when one of the parties is an insurance company.

³⁵ It will be suitable to use the relevant additional representations when one of the parties is an entity listed in the previous two footnotes.

³⁶ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

³⁷ If more mutually independent additional representations are used, it is necessary to adjust the numbering of the paragraphs to be continuous.

[FOR MUTUAL FUNDS AND COLLECTIVE INVESTMENT SICAVs]³⁸

[In Section 6(1)(a)(viii), paragraph (9) is amended and a new paragraph (10) is inserted, resulting in the following wording:

“(9) (A) the Fund is dissolved in a manner set out by a special law, or (B) the Fund is subject to a Fund Restructuring and the Successor Fund fails to assume all the duties of the Fund under the Agreement, or (C) a supervisory authority decides to transfer the management of the Fund to another investment company, (D) to change the Fund’s depositary, or (E) to suspend the issuing or redemption of the Fund’s units, in each of these cases irrespective of the legal force or enforceability of the decision, or (F) a supervisory authority withdraws or changes a statutory licence issued to a party or the Fund, resulting in an inability of the party to perform its duties under the Agreement;

(10) a party causes or is subject to any event which, under the laws of the Specified Jurisdiction, has an effect which is analogous to any of the events specified in paragraphs (1) to (9).

"Fund Restructuring" means any consolidation or amalgamation of the Fund with another person or its restructuring made in accordance with a special law.

"Successor Fund" means the person which results from, or survives, such Fund Restructuring”.]³⁹

[FOR FOREIGN FUNDS WITHOUT LEGAL PERSONALITY]⁴⁰

[In Section 6(1)(a)(viii), paragraph (9) is amended and a new paragraph (10) is inserted, resulting in the following wording:

“(9) (A) the Fund is dissolved in a manner set out by a special law, or (B) the Fund is subject to a Fund Restructuring and the Successor Fund fails to assume all the duties of the Fund under the Agreement, or (C) a supervisory authority decides to transfer the management of the Fund to another investment company, (D) to change the Fund’s depositary, or (E) to suspend the issuing or redemption of the Fund’s units, in each of these cases irrespective of the legal force or enforceability of the decision, or (F) a supervisory authority withdraws or changes a statutory licence issued to a party or the Fund, resulting in an inability of the party to perform its duties under the Agreement;

(10) a party causes or is subject to any event which, under the laws of the Specified Jurisdiction, has an effect which is analogous to any of the events specified in paragraphs (1) to (9).

"Fund Restructuring" means any consolidation or amalgamation of the Fund with another person or its restructuring made in accordance with a special law.

"Successor Fund" means the person which results from, or survives, such Fund Restructuring”.]⁴¹

[FOR PENSION COMPANIES]⁴²

[In Section 6(1)(a)(viii), paragraph (9) is amended and a new paragraph (10) is inserted, resulting in the following wording:

“(9) (A) the Fund is dissolved in a manner set out by a special law, or (B) the Fund is subject to a Fund Restructuring and the Successor Fund fails to assume all the duties of the Fund under the Agreement, or (C) a supervisory authority decides to transfer the management of the Fund to another investment company, (D) to change the Fund’s depositary, or (E) to suspend the issuing or redemption of the Fund’s units, or (F) to introduce forced administration of the pension company, in each of these cases irrespective of the legal force or enforceability of the decision, or (G) a supervisory authority withdraws or changes a statutory licence issued to a party or the Fund, resulting in an inability of the party to perform its duties under the Agreement, or (H) a supervisory authority suspends the exercise of a party’s activities;

(10) a party causes or is subject to any event which, under the laws of the Specified Jurisdiction, has an effect which is analogous to any of the events specified in paragraphs (1) to (9).

"Fund Restructuring" means any consolidation or amalgamation of the Fund with another person or its restructuring made in accordance with a special law.

"Successor Fund" means the person which results from, or survives, such Fund Restructuring”.]⁴³

³⁸ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

³⁹ It will be suitable to use this drafting when one of the parties is a mutual fund or a collective investment SICAV.

⁴⁰ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

⁴¹ It will be suitable to use this drafting when one of the parties is a foreign fund without legal personality.

⁴² This serves only for orientation purposes. Delete the title after using the relevant additional representation.

⁴³ It will be suitable to use this drafting when one of the parties is a pension company.

[FOR MUTUAL INVESTMENT FUNDS OF QUALIFIED INVESTORS AND MANAGERS]⁴⁴

[In Section 6(1)(a)(viii), paragraph (9) is amended and a new paragraph (10) is inserted, resulting in the following wording:

“(9) (A) the Fund is dissolved in a manner set out by a special law, or (B) the Fund is subject to a Fund Restructuring and the Successor Fund fails to assume all the duties of the Fund under the Agreement, or (C) there is terminated the licence of a party to carry out as manager the management of the Fund’s assets for the relevant investment company, or (D) a supervisory authority decides to transfer the management of the Fund to another investment company, (E) a supervisory authority decides to change the investment company in relation to the management of a Fund that is an investment fund in the sense of a special law, (F) to change the Fund’s depository, or (G) to suspend the issuing or redemption of the Fund’s shares or units, in each of these cases irrespective of the legal force or enforceability of the decision, or (H) a supervisory authority withdraws or changes a statutory licence issued to a party, the Fund or the investment company for which the party, as manager, manages the Fund’s assets, resulting in an inability of the party to perform its duties under the Agreement.;

(10) a party causes or is subject to any event which, under the laws of the Specified Jurisdiction, has an effect which is analogous to any of the events specified in paragraphs (1) to (9).

"Fund Restructuring" means any consolidation or amalgamation of the Fund with another person or its restructuring made in accordance with a special law.

"Successor Fund" means the person which results from, or survives, such Fund Restructuring”.]⁴⁵

The following shall, in addition to each party's country of organisation, incorporation, principal office or residence, be a Specified Jurisdiction:

- in relation to Party A: ...
- in relation to Party B: ...

Sub-paragraph (viii) (5) (B) shall not apply/shall apply with a period of ... days instead of thirty days/shall apply only to Party [A] [B].

Section 6(1)(a)(viii) (Insolvency Events) is amended by inclusion after paragraph (9) of the following new paragraph (10):

“(10) If an Event of Default set out in paragraphs (1) – (9) of Section 6(1)(a)(viii) occurs in relation to _____ identification number _____, with its registered office at _____, it shall have consequences set out in Section 6 as if the respective Event of Default occurred in relation to Party [A] [B]”.⁴⁶

[(15) Section 6(1)(a)(x) (Event of Default in relation to the Fund)
[FOR MUTUAL FUNDS, SICAV COLLECTIVE INVESTMENT AND MANAGERS]⁴⁷

In Section 6(1)(a) is included paragraph (x), which applies only in relation to the party managing the Fund and reads as follows:

“(x) *Event of Default in relation to the Fund.* Any of the below facts constitutes an Event of Default:

- (1) *Fall in NAV.* The Fund’s NAV falls by:
 - (A) _____ % or more during any calendar month; or
 - (B) _____ % or more during 3 consecutive months; or
 - (C) _____ % or more during 12 consecutive months.

“NAV” means the Fund’s net asset value calculated in accordance with the methodology stipulated in the latest wording of the Statute (as it is amended and changed from time to time, the “Statute”).

- (2) *Minimum NAV.* NAV is at any time lower than the higher of the below figures:
 - (A) _____ Euro; or
 - (B) _____ % of the highest NAV at the end of any month after the entering into the Master Agreement.

- (3) *Fall in NAV per share or unit.* NAV per Share or Unit of the Fund;
 - (A) to the last Business Day of any calendar month falls by _____ % or more compared to the NAV per the Fund’s share or unit as at the last Business Day of the immediately preceding calendar month;
 - (B) falls by _____ % or more during 3 consecutive months; or
 - (C) falls by _____ % or more during 12 consecutive months.

⁴⁴ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

⁴⁵ It will be suitable to use this drafting when one of the parties is a mutual investment fund of qualified investors (incl. SICAV) or a manager managing the fund’s assets for an investment company.

⁴⁶ If Section 6(1)(a)(viii) (Insolvency Events) is amended by amendment of paragraph (9) and inclusion of paragraph (10), the numbering must be changed accordingly.

⁴⁷ This serves only for orientation purposes. Delete the title after using the relevant additional representation.

“NAV per Share or Unit” means the net asset value per the Fund’s share or unit calculated in accordance with the methodology stipulated in the Statute.

- (4) *Material change to investment strategy.* There occurs a material change to the investment strategy or restrictions stipulated in the Statute that, in the opinion of Party [A] [B], may have a materially negative effect on the ability of Party [B] [A] to perform its duties under the Agreement.
- (5) *Key persons.* Anyone of [●] or [●] (a) dies, (b) has his legal capacity restricted or is deprived of his legal capacity, or (c) ceases to act on behalf of Party [A] [B] with the same capacity he has as at the date of the Master Agreement, in particular ceases to make the investment decisions of Party [A] [B].
- (6) *Delivery of notifications.* Party [A] [B] fails to deliver the statements of its monthly NAV and NAV per unit that are required in accordance with the relevant Section of the Master Agreement.
- (7) *Measure by a supervisory authority.* Any supervisory authority undertakes a measure consisting in an intervention into the active management or business matters of Party [A] [B], in particular the commencement of supervision, restructuring, liquidation or proceedings on an administrative misdemeanour, or files an application with a court to commence any of the above, which results in an inability of the party to perform its duties under the Agreement.]⁴⁸

[(16) Section 6(1)(a)(x) (Restriction in disposal of assets)]

In Section 6(1)(a) is included paragraph (x) that reads as follows:

“(x) *Restriction in disposal of assets.* There has been ordered the execution of a decision, enforcement or similar proceedings in respect of all, or a substantial part of, the assets of the party by a third party or the Competent Authority, or all, or a substantial part of, the assets of the party have been seized by a third party, making it impossible for the party to dispose of the assets for a period of more than 15 days.”]⁴⁹

(17) Section 6(1)(b) (Withdrawal)

Section 6(1)(b), second sentence, shall not apply/shall apply only in relation to Party [A][B].

(18) Section 6(2)(a) (Change of Circumstances)

Section 6(2)(a)(ii) shall extend to an Impossibility Event.

Section 6(2)(a)(iii) shall [not] apply in relation to Party [A] [B].

Section 6(2)(a)(iii) is replaced by the following text:

“(iii) Credit Event Upon Transformation and Change of Ownership.

- (1) Party [A] [B] is subject to Transformation and the creditworthiness of the Successor Company is substantially lower than the creditworthiness of this party immediately before the Transformation; or
- (2) the direct or indirect participation of _____, with its registered office ____ (“Controlling Person”) in the fully repaid registered capital of Party [A] [B] is decreased under ____ %; or the Controlling Person is unable to directly or indirectly exercise voting rights (under regular terms) on a general meeting or a similar meeting of the members of Party [A] [B], or is otherwise unable to directly or indirectly exercise its voting rights as the rights of a member of [A] [B], of at least ____ %, and Party [B] [A] determines this decrease of the participation in the registered capital or voting rights to be a fact that may affect the due discharge of the duties of Party [A] [B] under this Agreement.

For the purposes of this provision, the creditworthiness of the Successor Company shall be considered substantially lower if the rating of Party [A] [B] was lowered to BBB or lower (according to Standard & Poor’s or Fitch) or to Baa2 or lower (according to Moody’s) and, within two months after delivery of the other party’s request to enter into the Margin Maintenance Annex to the party whose rating was lowered, the Margin Maintenance Annex is not entered into by the parties.”

Section 6(2)(a)(iv) shall [not] apply. The following event(s) shall constitute an Additional Change of Circumstances: []

For the purposes of the above Additional Change of Circumstances, [] shall be the Affected Party/Parties.

[In relation to a Transaction, the parties have agreed that Party [A]/[B] shall make the payments in respect of the Transaction by collection from its Account and, as at the date of a payment by Party [A]/[B] agreed for such Transaction, on the relevant Account of Party [A]/[B] there are not sufficient funds to enable such payment to be made.

⁴⁸ It will be suitable to use this drafting when one of the parties is a mutual fund, collective investment SICAV or a manager managing the fund’s assets for an investment company.

⁴⁹ If Section 6(1)(a)(xii) (Event of Default in relation to the Fund) is adopted at the same time, the numbering will have to be adjusted.

For the purposes of the above Additional Change of Circumstances, Party [A]/[B] shall be the Affected Party and, in such an event, under Section 6(2)(b) of the General Provisions the Non-Affected Party shall be authorised to withdraw only from the Transaction or Transactions affected by this change.]⁵⁰

[Party [A]/[B] does not deliver or ensure delivery to Party [B]/[A], within [●] days after receiving the relevant request, the documentation or other documents that Party [B]/[A] has reasonably requested in order to be able to carry out, and confirm that it has carried out, any know-your-customer checks or any similar checks based on the relevant laws and regulations.]

(19) Section (7) (Final Settlement Amount)

This agreement shall be the agreement on the final settlement (close-out netting) under the special legal regulation on the capital market (under the terms of Section 193 of Act No. 256/2004 Coll. on Capital Market, as amended, or under another provision that supersedes this provision at any time in the future).

The party making the calculation pursuant to Section 7(1)(a) is each party if there are two Affected Parties, unless otherwise stipulated by the Agreement.

(20) Section 7(1)(b) (Conversion)

"Base Currency" means...

(21) Section 8(1) (Manner of Giving Notices)

The electronic messaging system(s) for purposes of Section 8(1) is/are: ...

[The notifications under Sections 6(1)(b), 6(2)(b) and 7(3)(a) of the General Provisions may be made also orally or using any other means of communication]⁵¹

(22) Section 9(1) (Booking Offices)

Booking Offices may be

- | | |
|-------------------------|------------------------------------|
| in relation to Party A: | - for Repurchase Transactions: ... |
| | - for Securities Simple Loans: ... |
| | - for Derivative Transactions..... |
| in relation to Party B: | - for Repurchase Transactions: ... |
| | - for Securities Simple Loans: ... |
| | - for Derivative Transactions..... |

(23) Section 10(4) (Documents)

The following documents shall be delivered by Party A and Party B, respectively, by the dates specified below:

	Type of document	To be delivered by (date)
Party A:	List, identification and telephone contact of persons entitled to enter into individual Transactions	
	Identification of persons entitled to execute Confirmations	
	Identification of persons entitled to confirm the Confirmations	
Party B:	List, identification and telephone contact of persons entitled to enter into individual Transactions	
	Identification of persons entitled to execute Confirmations	
	Identification of persons entitled to confirm the Confirmations	

(24) Section 10(9) (Previous Transactions and Scope of Agreement)

[Specify relevant transactions (if any) and further details (e.g. effect/cessation of effect of contractual terms governing previous transactions).]

OR

⁵⁰ This Additional Change of Circumstances shall apply if a party makes the payments in respect of Transactions under this Agreement by collection from an account.

⁵¹ It will be suitable to use this wording when the parties wish to widen the ways in which notifications of withdrawal and calculation of the Final Settlement Amount may be made.

[Fully subject to this Master Agreement [as of its day of effect] are all [transaction(s) that would otherwise be Specified Transactions] that were entered into by the parties and that were not settled by the day of effect of this Master Agreement or that will be entered into by the parties at any time in the future, unless provided otherwise by the confirmation confirming their terms. Each such confirmation shall be a Confirmation in the sense of this Agreement and each such transaction shall be deemed a Transaction in the sense of this Agreement.] [If, in connection with these transactions, between the parties or only to one party there was provided any collateral, credit support or security that remained valid and effective as of the day of effect of this Master Agreement, such security shall continue to exist and, therefore, shall continue to secure the respective claims of the parties from such transactions, the Agreement or the respective claims of the parties created under or in connection with the Master Agreement.] [This Master Agreement is entered into provided that all [transaction(s) that would otherwise be Specified Transactions] that were entered into by the parties and that [will be / are] fully subject to the Master Agreement and any Transactions entered into in the future constitute a single agreement between the parties from the date of effect of this Master Agreement.]

OR

[[As of its day of effect,] this Master Agreement fully replaces the [Master Agreement] entered into by the parties on [●] (the “Replaced Agreement”), provided that subject to this Master Agreement are all [transactions] that were entered into by the parties under the Replaced Agreement and that were not settled by the day of effect of this Master Agreement or that will be entered into by the parties at any time in the future, unless provided otherwise by the confirmation confirming their terms. Each such confirmation shall be a Confirmation in the sense of this Agreement and each such transaction shall be deemed a Transaction in the sense of this Agreement.] [If, in connection with these transactions that were entered into by the parties under the Replaced Agreement, between the parties or only to one party there was provided any collateral, credit support or security that remained valid and effective as of the day of effect of this Master Agreement, such security shall continue to exist and, therefore, shall continue to secure the respective claims of the parties from such transactions, the Agreement or the respective claims of the parties created under or in connection with the Master Agreement.] [This Master Agreement is entered into provided that all [transaction(s) that would otherwise be Specified Transactions] that were entered into by the parties under the Replaced Agreement and that [will be / are] fully subject to the Master Agreement and any Transactions entered into in the future constitute a single agreement between the parties from the date of effect of this Master Agreement.]

OR

[With effect [as of its date], this Master Agreement shall replace all existing agreements between the parties relating to any Specified Transaction (as it is defined below) entered into through any Booking Office of the parties in the sense of Section 9(3) of the General Provisions or agreed in Part 5 of these Special Provisions[, except for agreements relating solely to a Transaction or Transactions specifically and individually determined in such agreement by reference to the terms of the Transaction or Transactions]. All the confirmations and all the acknowledgements relating to such Specified Transactions are Confirmations under this Master Agreement and such Specified Transactions are Transactions under this Master Agreement. If, after the date of this Master Agreement, any amount under such replaced agreement remains outstanding as a result of any Transaction, such amount shall be subject to this Master Agreement with the necessary related modifications.]

[Only for the purposes of this provision, the definition of Specified Transaction shall read as follows: “Specified Transaction” means (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement and the other party to this Agreement which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, investment securities or other investment instruments, (b) any combination or modification of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant Confirmation.]⁵²

(25) Section 10(10) (Agency Transactions)

Section 10(10) shall not apply / shall apply only to Party [A] [B].

(26) Section 10(12) (Portfolio Reconciliation and Dispute Resolution)

⁵² This definition applies also for the other alternatives set out in this provision above.

- Party A is [Portfolio Data Sending Entity/Portfolio Data Receiving Entity] and the Portfolio Data shall be sent [insert form], unless a different manner is agreed by the parties.
- Party B is [Portfolio Data Sending Entity/Portfolio Data Receiving Entity] and the Portfolio Data shall be sent [insert form], unless a different manner is agreed by the parties.

[With respect to Section 10(12)(c), Party [A]/[B] appoints the following Affiliate as its agent: []]⁵³

[For the purposes of Section 10(12)(c), [Party A] [and] [Party B] may use a third party service provider.]⁵⁴

[Sections 10(12) (Portfolio Reconciliation and Dispute Resolution) and 10(13) (Common Provisions) shall not apply.]⁵⁵

(27) Section 11(3) (Service of Process)

The Process Agent (Section 11(3)) is

- in relation to Party A: ...
- in relation to Party B: ...

(28) Unilateral termination or change of terms of a Transaction linked to a loan granted by Party [A]/[B].

When the Transaction is entered into in order to hedge Party [A]/[B] against the risk of a fluctuation of interest rates in connection with a loan that has been or will be granted by Party [A]/[B] to Party [A]/[B] under a loan agreement specified at the moment the Transaction is entered into, or specified in the relevant Confirmation or this Agreement (the “Loan”), and any of the below facts occurs:

- (a) there occurs a full prepayment of the Loan, other early termination of the entire Loan or the utilisation of the Loan does not start (the utilisation of the Loan does not start in the agreed time and under the agreed terms), the entire Loan is extinguished or Party [A]/[B] ceases to be a party to the Loan; or
- (b) there occurs a partial prepayment of the Loan, other early termination of a part of the Loan or a part of the Loan is not utilised (the Loan is not fully utilised in the agreed time and under the agreed terms) or a part of the Loan is otherwise extinguished or there occurs another change of terms of the Loan;

to the extent that:

- (i) the Current Ratio does not equal the Specified Ratio;

or

- (ii) the terms of the Transaction do not comply with the other terms of the Loan;

any party shall be authorised, within [●] Business Days from the date when any of the facts referred to in paragraph (a) or (b) occurred, fully or partially terminate the Transaction or Transactions or change their terms by notification to the other party, to the extent:

- (i) in order that the Current Ratio equal the Specified Ratio;

and, at the same time,

- (ii) in order that the terms of the Transaction or Transactions comply with the other terms of the Loan.

The early termination or change of terms of the Transaction or Transactions shall become effective on the Business Day immediately following after the delivery of the notification to the other party.

If, as a result of the above, there is to occur only a full or partial early termination of a Transaction or Transactions, the parties shall proceed by analogy as if it were an Additional change of Circumstances; for these purposes, both parties shall be deemed to be Affected Parties, and any of them shall be authorised to withdraw (i) only from the Transaction or Transactions affected by the change, and (ii) only in the above extent. In such an event, the Party making the calculation pursuant to Section 7(1)(a) is always Party [A]/[B]. As at the date of effect of such early termination of a Transaction or Transactions, it will calculate and notify to Party [B]/[A] the Final Settlement Amount or the amount for settlement. The calculation of the amount for settlement shall be made by analogy as the calculation of the Final Settlement Amount.

⁵³ Optional. If you wish to name an Affiliate as agent, please insert the full legal name here. You may, if you wish, also add contact details for the Affiliate.

⁵⁴ Optional. If you wish to identify that you might, with the agreement of your counterparty, use a third party service provider, please retain this sentence in full.

⁵⁵ It will be suitable to use this drafting when one of the parties is an entity to which EMIR does not apply (i.e. e.g. the Czech National Bank) or when EMIR, according to its Article 1(5), applies to it only partially in the extent of the reporting obligation under its Article 9. In such an event there will not be applied any elections included in this item (20) above.

If, as a result of the above, there is to occur only, or also, a different change of terms of the relevant Transaction or Transactions than their full or partial early termination, as at the date of effect of such change of terms Party [A]/[B] shall calculate and notify to Party [B]/[A] the amount for settlement reflecting the difference between the valuation of the Transaction or Transactions immediately before the making of the relevant changes and immediately after the making of such changes; the calculation of the relevant valuations shall be made by analogy as the calculation of the Final Settlement Amount.

“**Security Ratio**” is:

(x) the ratio of the nominal value of the Transaction or Transactions to the amount of the principal of the Loan that also reflects

(y) the minimum duration of the Transaction or Transactions, so that, for the entire duration of the Transaction or Transactions, the maturity of the Transaction does not exceed the maturity date of the Loan..

“**Specified Ratio**” is:

(x) the Security Ratio specified in the contractual documentation governing the Loan;

or

(y) if no Security Ratio is specified in the contractual documentation governing the Loan, the Security Ratio specified in the Transaction or Transactions.

“**Current Ratio**” is the Security Ratio on the relevant date.

(29) Calculation Agent.

The Calculation Agent shall be [Party [A]/[B], unless otherwise specified in the relevant Confirmation.]/[Party [A]/[B], unless any Event of Default has occurred in respect of Party [A]/[B], whereas in such an even Party [B]/[A] shall be the Calculation Agent, unless otherwise specified in the relevant Confirmation.]]

(30) Affiliate.

“Affiliate” [has the meaning set out in Section 10(13)(b) off the General Provisions]/[means...]/[has the meaning set out in Section 10(13)(b) of the General Provisions in respect of Party A, and in respect of Party B it means any entity in which Party B is the member of any governing body, officer or beneficial owner of a ten per cent or higher participation in any class of the entity’s equity securities or a ten per cent or higher participation in the entity’s registered capital, or any entity directly or indirectly controlled by Party B].

II. Margin Maintenance Annex

(1) Transactions and groups of Transactions covered

Net Exposure shall be calculated, and Margin transferred, in respect of the following Booking Offices and types of Transactions:

(i) [all Booking Offices in the aggregate]

[each Booking Office of Party A/B]⁵⁶

[each pair of Booking Offices of Party A and Party B]⁵⁷

[other arrangement]

(ii) [the aggregate of all Repurchase Transactions, Securities Simple Loans and Derivative Transactions],

[the aggregate of all Repurchase Transactions, of all Securities Simple Loans and of all Derivative Transactions in each case separately],

[the aggregate of all Transactions relating to fixed income Securities, of all Transactions relating to equity Securities and of Derivative Transactions, in each case separately],

[each Transaction separately],

⁵⁶ If one Party acts through more than one office.

⁵⁷ If both parties act through more than one office.

[other arrangement].

(2) Eligible Margin

Cash Margin: eligible currencies (other than the Base Currency):

Currency	Valuation Percentage	Transferring party	
[]	[]%	[Party A]	[Party B]

Interest payable on Cash Margin:

Margin Securities:

	Eligible Securities	Valuation Percentage	Transferring party	
(i)	Negotiable debt obligations issued by the Government of [] having an original maturity at issuance of not more than [one year]	[] %	[Party A]	[Party B]
(ii)	Negotiable debt obligations issued by the Government of [] having an original maturity at issuance of more than [one year] but not more than 10 years	[] %	[Party A]	[Party B]
(iii)	Other:		[Party A]	[Party B]

(3) "Valuation Agent" means: ...

(4) Valuation Procedure

(a) "Valuation Date" means each [Business Day/Monday...]

(b) "Independent Amount" means

(i) an additional amount in favour of Party B (*Independent Amount* provided to Party B): ...

(ii) an additional amount in favour of Party A (*Independent Amount* provided to Party A): ...

(c) "Exposure Threshold" means:

(i) in relation to the Net Exposure of Party A to Party B (Party B is the Margin Recipient): ...

(i) in relation to the Net Exposure of Party B to Party A (Party A is the Margin Recipient): ...

(d) "Minimum Transfer Amount" means: ...

(e) Rounding

"The amount of Monetary Margin that is required by any party (for delivery or return) shall be rounded to the closest integral multiple of and transferred in the amount after rounding; if any such required amount of Monetary Margin is precisely a half of the respective integral multiple, the required amount of Monetary Margin shall be rounded up."

[(f) Repurchase transactions

- (i) In entering into a Repurchase Transaction, the parties may agree also the following values (unless agreed otherwise by the parties in entering into the Repurchase Transaction):

"Haircut" (also "Initial Haircut") expressed as a percentage, which shall be calculated as follows:

$$IH = (THN / KC - 1)$$

where:

- IH is the Initial Haircut;
- THN is the Market Value of the Purchased Securities at the moment of entering into the Transaction (Repurchase Transaction);
- KC is the Purchase Price.

For the purposes of calculation of the Net Exposure, the Haircut shall be expressed solely as follows:

$$H = \text{THN} / \text{KC}$$

where:

- THN is the Market Value of the Purchased Securities at the moment of entering into the Transaction (Repurchase Transaction);
- KC is the Purchase Price.

“Trigger Haircut” expressed as a fraction agreed for the purposes of determination of the Exposure Threshold, provided the Exposure Threshold shall be calculated as follows:

$$PA = \text{THNO} * \left[\left(\frac{IH + 1}{TH + 1} \right) - 1 \right]$$

where:

- PA is the Exposure Threshold;
- THNO is the aggregate of the Market Values of any Securities transferred to the Buyer in a Repurchase Transaction or under the Margin Maintenance Annex and the Market Values of any Monetary Margin transferred to the Buyer that have not been returned to the Seller, determined as at the Valuation Date;
- IH is the Initial Haircut;
- TH is the Trigger Haircut.

(ii) Section 2(6) (Margin Thresholds) in relation to Repurchase Transactions reads as follows:

“Margin Thresholds. Except in the case of a return of Margin pursuant to subsection 7, a transfer of Margin will take place only if:

- (a) The Adjusted Net Exposure of the Margin Provider exceeds the threshold agreed in the way stipulated in these Special Provisions (the “Exposure Threshold”) and, at the same time,
- (b) if the Market Value of the transferred Margin exceeds the minimum amount, if any, agreed for such transfer (the “Minimum Transfer Amount”).

If the parties fail to agree on the Exposure Threshold (i.e. the parties fail to agree on the Trigger Haircut), it shall equal zero.

The Margin Provider must transfer to the Margin Recipient the Margin with the total Market Value of at least the Adjusted Net Exposure.

If the Margin is to be transferred by the Buyer, the Buyer will transfer to the Seller the Margin only to the extent to which the Adjusted Net Exposure is composed of the Margin transferred to the Buyer by the Valuation Date.”.]

(5) One-way Margin Maintenance Annex

The parties have agreed that in relation to Derivative Transactions, in all cases governed by the Margin Maintenance Annex, the Margin Provider shall mean only Party B and the Margin Recipient shall mean only Party A. For the avoidance of doubt, the parties declare that this Margin Maintenance Annex enables only one-way transfer of Margin from Party B to Party A, and in this way shall be interpreted also the other terms used in the Agreement.

(6) Margin Transfer Deadline

The date by which transfers of Margin have to be effected pursuant to Section 2(2) of the Margin Maintenance Annex shall be...

III. Margin Maintenance Annex (Variation Margin – Derivative Transactions)

(1) Transactions and groups of Transactions covered

Net Exposure VM and its components shall be calculated, and Margin transferred, in respect of the following Booking Offices and types of Transactions:

- (i) [all Booking Offices in the aggregate]
[each Booking Office of Party A/B]⁵⁸
[each pair of Booking Offices of Party A and Party B]⁵⁹
[other arrangement]
- (ii) [the aggregate of all Derivative Transactions],
[the aggregate of all [Transactions relating to fixed income Securities][,] [of all Transactions relating to equity Securities] [and] [of Derivative Transactions]],
[each Derivative Transaction that is []⁶⁰],
[other arrangement].

(2) Eligible Margin

Cash Margin: eligible currencies (other than the Base Currency):

Currency	Valuation Percentage	Transferring party	
[]	[]%	[Party A]	[Party B]

Interest payable on Cash Margin:

Margin Securities:

	Eligible Securities	Valuation Percentage	Transferring party	
(i)	Negotiable debt obligations issued by the Government of [] having an original maturity at issuance of not more than [one year]	[] %	[Party A]	[Party B]
(ii)	Negotiable debt obligations issued by the Government of [] having an original maturity at issuance of more than [one year] but not more than 10 years	[] %	[Party A]	[Party B]
(iii)	Other:		[Party A]	[Party B]

(3) "Valuation Agent" means: ...

(4) Valuation Procedure

- (a) "Independent Amount" [will not apply] [means
(i) an additional amount in favour of Party B (*Independent Amount* provided to Party B): ...
(ii) an additional amount in favour of Party A (*Independent Amount* provided to Party A): ...
- (b) "Minimum Transfer Amount" means: ...⁶¹

(e) Rounding

"The amount of Monetary Margin that is required by any party (for delivery or return) shall be rounded to the closest integral multiple of and transferred in the amount after rounding; if any such required amount of Monetary Margin is precisely a half of the respective integral multiple, the required amount of Monetary Margin shall be rounded up."

[(5) One-way Margin Maintenance Annex

The parties have agreed that in relation to Derivative Transactions, in all cases governed by the Margin Maintenance Annex, the Margin Provider shall mean only Party B and the Margin Recipient shall mean only Party A. For the avoidance of doubt, the parties declare that this Margin Maintenance Annex enables only one-way transfer of Margin from Party B to Party A, and in this way shall be interpreted also the other terms used in the Agreement.

⁵⁸ If one Party acts through more than one office.

⁵⁹ If both parties act through more than one office.

⁶⁰ Optional. Fill in the particular type(s) of Derivative Transactions for which this Annex is entered into.

⁶¹ If this Annex is entered into for the purposes of Regulation (EU) No 648/2012, EMIR, the total amount of the Minimum Transfer Amount must not, in relation to the Affected Transactions, i.e. Transactions that are subject to obligatory collateralization in the form of variation margin and initial margin, exceed EUR 500,000 or its equivalent in any other currency.

[(6) Eligibility of Margin

Sections 2(6), (7) and (8) will not apply.]⁶²

(5) Margin Offset⁶³

Section 2(9) (Margin Offset) will [not] be used between the parties in relation to all the above Affected Transactions.]

IV. Other Annexes

Repurchase Annex

(1) Section 2(7)(v) shall apply.

(2) The Annex for Repurchase Transactions shall be supplemented by the following new Section 7:

“(7) The Seller shall, without undue delay, compensate the Buyer for all costs actually incurred to the Buyer in connection with the keeping of Securities on the Buyer’s asset account and that were transferred to the Buyer by the Seller as Purchased Securities or Margin if:

- (a) such asset account of the Buyer is not kept with the following authorised custodians: Clearstream, Euroclear, Czech National Bank or Centrální depozitář cenných papírů, a.s.; or
- (b) the Buyer’s asset account is kept with some of the authorised custodians stipulated in item (a) of this Clause and the costs are incurred in connection with the keeping of other Securities than bonds.”

Securities Simple Lending Annex

Section 2(6)(v) shall apply.

Derivatives Annex

Section 1(2)(b)

The provisions of Section 1(2)(b) of the Derivatives Annex shall not apply to foreign exchange transactions settling within two Business Days following the date/one Business Day following the date/on the same Business Day⁶⁴ on which the transaction is concluded.

Section 1(2)(c)

The provisions of Section 1(2)(c) of the Derivatives Annex shall apply to the following types of Derivative Transactions:

types of Derivative Transactions

[].

Section 2

The Market Standard Documentation(s) set out below shall be incorporated into the terms of the following types of Derivative Transactions:

Market Standard Documentation(s)

types of Derivative Transactions

[]

[].

The terms in the Market Standard Documentation(s) which have been incorporated into the terms of a Derivative Transaction shall be construed in accordance with the following law(s) as set out below:

Market Standard Documentation(s)

law

[]

[].

⁶² Choose if you do not want to use provisions on eligibility of the Margin, Margin substitution and return of the Ineligible Margin

⁶³ If the previous points will be used as well, the numbering of this point must be changed so that it continues in prior numbering.

⁶⁴ Delete where not applicable.

Supplement – Interest Rate Transactions

Section 13

"Zero Interest Rate Method" will [not] apply⁶⁵.

Supplement for EU Emissions Allowance Transactions

Section 3, Definition "VAT Jurisdiction"

VAT Jurisdiction in relation to Party A: []

VAT Jurisdiction in relation to Party B: []

Section 3, Definition "Delivering Party's Delivery Business Day Location"

Delivery Business Day Location for Delivering Party: []

Section 3, Definition "Receiving Party's Delivery Business Day Location"

Delivery Business Day Location for Receiving Party: []

Section 3, Definition "Specified Holding Account"

Specified Holding Account of Party A: []

Specified Holding Account of Party B: []

Section 6 (3), "Further consequences of a Settlement Disruption Event"

The parties have agreed on the clause "Payment on Termination for Settlement Disruption".

⁶⁵ If you wish to exclude the application of negative interest rates in relation to Interest Rate Transactions, choose the application of the "Zero Interest Rate Method". Otherwise the "Negative Interest Rate Method" will apply.

V. Effectiveness of the Master Agreement

This Master Agreement becomes valid and effective on the date of its execution.

This Master Agreement may also be entered into by one party delivering its signed proposal of the Master Agreement to the other party which signs the proposal and informs the proposing party about its acceptance of the proposal of the Master Agreement by entering into a transaction with the proposing party.

VI. Pledge Agreement

The below provisions supplement or replace the provisions of the Pledge Agreement entered into by the parties in relation to the Master Agreement, thus becoming a part of the Master Agreement.

The provisions of the Pledge Agreement are severable from the other provisions of the Special Provisions and if any other provisions of the Special Provisions or the Master Agreement were invalid, it would not affect the validity of the Pledge Agreement.

(1) Transactions and groups of Transactions covered

- (i) [Transactions entered into between
[all Booking Offices in the aggregate]
[each Booking Office of Party A/B]⁶⁶
[each pair of Booking Offices of Party A and Party B]⁶⁷
[other arrangements].]
- (ii) [The transactions include
[the aggregate of all Derivative Transactions],
[the aggregate of all [Transactions relating to fixed income Securities][,] [of all Transactions relating to equity Securities] [and] [of Derivative Transactions]],
[each Derivative Transaction that is]⁶⁸,
[other arrangement].]⁶⁹

(2) Pledge

(i) The Pledgor's Claims:

Account Bank ⁷⁰	Bank Account Agreement ⁷¹	Account number	Bank code	Account type	Eligible Currency

(ii) Securities:

Type	Form	Class	Serial number	[Nominal value]	[Percentage of registered capital]

(iii) Securities Accounts and Book-Entry Securities eligible for becoming a Pledge:

Securities Account

Member's Registration Number (RCU)	Person identifier	Account number	Type

⁶⁶ If one Party acts through more than one Booking Office.

⁶⁷ If both parties act through more than one Booking Office.

⁶⁸ Optional. Fill in the particular type(s) of Derivative Transactions for which this Annex is entered into.

⁶⁹ If you intend to use this Pledge Agreement for the purposes of Regulation (EU) No 648/2012 (EMIR), include only Derivative Transactions that are not spot transactions (i.e. with max. T+2 settlement).

⁷⁰ State its business name, registered office and identification number.

⁷¹ State the date, name and number (if any) of the agreement.

			[owner/customer account]
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Book-Entry Securities eligible for becoming a Pledge

Type	Issuer	Serial number (ISIN, etc.)	[Nominal value]	[Percentage of registered capital]	[Description (market, etc.)]

(3) Final Security Day

The Final Security Day is [...].⁷²

(4) Valuation Procedure

- (i) "Independent Amount" [will not apply] [means...]
- (ii) "Minimum Amount" [will not apply] [means...⁷³]
- (iii) "Exposure Threshold" [will not apply] [means ...]⁷⁴
- (iv) Rounding

For the purposes of increasing of the security and returning of the Pledge, the parties have agreed the following:

“The Increase Amount or the Decrease Amount that will be required by any party in the event of a transfer of funds to or from the Bank Account shall be rounded to the closest integral multiple of [...]. and transferred in this amount after rounding; if any such amount is precisely a half of the respective integral multiple, the amount shall be rounded up.”

- [(v) "Valuation Date" means [...]]

[(5) Maximum Secured Amount

The Maximum Secured Amount is [...].]

[(6) Perfection of pledge

- (i) ["In Clause 4.1 of the Pledge Agreement, the words "promptly, but no later than on the next Business Day" are replaced by the words "within [...] Business Days"."]

["In Clause 4.1 of the Pledge Agreement, after the word "promptly" are inserted the words "after the first determination of a positive Increase Amount and within [...] Business Days / on the next Business Day]" and the words "after the date of this Pledge Agreement and the Special Provisions referring to this Pledge Agreement" are deleted."]

- (ii) [In Clause 4.3 of the Pledge Agreement, the words "on the next Business Day" are replaced by the words "within [...] Business Days"].⁷⁵

[(7) Set-off of substituted Pledge

Clause 5.5 (Set-off of substituted Pledge) will not apply.]

[(8) Transfers and Calculations

⁷² As a standard, insert the date you expect will occur 10 years after the termination of the last Transaction or later, so that the 10-year statute of limitations is covered as well. You can use a longer period, but we do not expect that under the Master Agreement there may arise any wilful damage, where the statute of limitations is 15 years.

⁷³ If the Pledge Agreement is entered into for the purposes of EMIR, the Minimum Transfer Amount in a Transaction that is subject to obligatory collateralization in the form of a variation margin and Transactions (IM) that are subject to obligatory collateralization in the form of an initial margin must not exceed the aggregate amount of EUR 500,000 or its equivalent in any other currency.

⁷⁴ If the Pledge Agreement is entered into for the purposes of EMIR, we recommend not using the Exposure Threshold. Instead, use the Minimum Transfer Amount.

⁷⁵ Use any of those provisions if the Pledge is to be perfected later under the Pledge Agreement.

(i) [In Clause 7.1(i) of the Pledge Agreement, the words "by 11:00 a.m. of Prague time, it must meet the request on the same Business Day, or if it receives it later, on the immediately following Business Day" are replaced by the words ", must meet the request within [...] Business Days".]

(ii) [In Clause 7.2(i) of the Pledge Agreement, the words "on the same Business Day" are replaced by the words "within [...] Business Days after the relevant calculation".]⁷⁶

[(9) Calculation party

In Clause 7.2, the words "will be made by the Pledgee" are replaced by the words "will be made by the Pledgor".]⁷⁷

[(10) Set-off

There is added Clause 11.3 (Set-off of surplus Pledge) with the following wording:

"The Pledgee may set off any amount it receives as proceeds of the realization of the Pledge under this Pledge Agreement against any due debts of the Pledgor."

[(11) Arbitration

The entire Clause 16 of the Pledge Agreement is replaced by the following wording:

"16. Arbitration

The parties have agreed that any disputes arising in connection with this Pledge Agreement will be settled in arbitration proceedings before [a single arbiter/... arbiters] in accordance with the rules of [...], which the Parties undertake to comply with. The arbitration proceedings will take place in [...] in the [Czech/English/...] language. "

[(12) Ineligibility of Pledge

The parties have agreed that Sections 2(6) to 2(8) of the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018 will apply to this Pledge Agreement with the necessary modifications. Therefore, Sections 2(6) to 2(8) of the Margin Maintenance Annex are inserted in the Pledge Agreement without the parties incurring any other obligations stipulated in the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018. The Sections are inserted irrespective of whether or not the parties have included the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018 in the Master Agreement.

For the purposes of interpretation, the Margin Recipient is the Pledgee, the Margin Provider is the Pledgor, the Margin is the Pledge, the Annex is the Pledge Agreement, the Affected Transactions are Transactions secured by this Pledge Agreement, and Net Exposure VM is the Pledge provided.]

VII. Pledge Agreement (IM)

The below provisions supplement or replace the provisions of the Pledge Agreement (IM) entered into between the parties to the Master Agreement and thus become its part.

The provisions of the Pledge Agreement (IM) are severable from the other provisions of the Special Provisions and if any provision of the Special Provisions or the Master Agreement is invalid, it will not affect the validity of the Pledge Agreement (IM).

(1) Included Transactions (IM) and types of Transactions (IM)

- (i) [Transactions (IM) entered into between
[all Booking Offices in the aggregate]
[each Booking Office of Party A/B]⁷⁸
[each Booking Office of Party A and Party B]⁷⁹
[other arrangement].]
- (ii) [Transactions (IM) include
[the aggregate of all Derivative Transactions],

⁷⁶ Apply these changes only if you are not obliged to meet the duties with respect to exchange of the margin with counterparty under EMIR.

⁷⁷ Apply if you want to change the calculation party.

⁷⁸ If one party acts through more than one office.

⁷⁹ If both parties act through more than one office.

[the aggregate of all [Transactions relating to fixed income Securities][,] [of all Transactions relating to equity Securities] [and] [of Derivative Transactions]],
 [each Derivative Transaction that is ⁸⁰],
 [other arrangement].]⁸¹

(2) Pledge

(i) The Pledgor's Claims:

Account Bank ⁸²	Bank Account Agreement ⁸³	Agreement on the Control of a Bank Account ⁸⁴	Account number	Bank code	Account type	Eligible Currency

(ii) Securities:

Type	Form	Class	Serial number	[Nominal value]	[Percentage of registered capital]

(iii) Securities Accounts and Book-Entry Securities eligible for becoming a Pledge:

Securities Account

Member's Registration Number (RCU)	Person identifier	Account number	Type	Account Administrator ⁸⁵
			[owner/customer account]	

Book-Entry Securities eligible for becoming a Pledge

Type	Issuer	Serial number (ISIN, etc.)	[Nominal value]	[Percentage of registered capital]	[Description (market, etc.)]

(3) Final Security Day

The Final Security Day is [...].⁸⁶

(4) Valuation Procedure

(i) "Minimum Amount" [will not apply] [means...⁸⁷]

⁸⁰ Optional. Fill in the particular type(s) of Derivative Transactions for which this Annex is entered into.

⁸¹ If you want to use this Pledge Agreement (IM) for the purposes of Regulation (EU) No 648/2012 (EMIR), include only derivatives Transactions that are not spot transactions (i.e. with max. T+2 settlement).

⁸² State its business name, registered office and identification number.

⁸³ State the date, name and number (if any) of the agreement.

⁸⁴ State the date, name and number (if any) of the agreement.

⁸⁵ Delete this column if not used.

⁸⁶ As a standard, insert the date you expect will occur 10 years after the termination of the last Transaction or later, so that the 10-year statute of limitations is covered as well. You can use a longer period, but we do not expect that under the Master Agreement there may arise any wilful damage, where the statute of limitations is 15 years.

(ii) "Threshold" [will not apply] [means ...]

(iii) Rounding

For the purposes of increasing of the security and returning of the Pledge, the parties have agreed the following:

“The Increase Amount or the Decrease Amount that will be required by any party in the event of a transfer of funds to or from the Bank Account shall be rounded to the closest integral multiple of [...]. and transferred in this amount after rounding; if any such amount is precisely a half of the respective integral multiple, the amount shall be rounded up.”

[(iv) "Calculation Date" means [...]]

[(5) Initial Margin

In relation to Party A that is in the position of Pledgor, the Initial Margin will be determined according to [the standard model / the ISDA SIMM™ 2.0 model published by the International Swaps and Derivatives Association, Inc./.../ the following models...].

In relation to Party B that is in the position of Pledgor, the Initial Margin will be determined according to [the standard model / the ISDA SIMM™ 2.0 model published by the International Swaps and Derivatives Association, Inc./.../ the following models ...].⁸⁸

[(6) Maximum Secured Amount

The Maximum Secured Amount is [...].]

[(7) Calculation party

In Clause 1.1 (Definitions), the definition of the Calculation Party is replaced by the following:

“**Calculation Party** means [...].”⁸⁹

[(8) Assistance with disposing with the pledged Securities]

The following sentence is added at the end of Clause 5.1:

“If until that moment the Pledgor is to exercise or enforce any right under a pledged Security it needs in order to exercise or enforce the right, the Pledgee will grant to the Pledgor the necessary and reasonably expected assistance for this exercise. In exchange for this, the Pledgor will pay to the Pledgee any proven costs that have been reasonably spent.”⁹⁰

[(9) Set-off

There is added Clause 12.3 (Set-off of surplus Pledge) with the following wording:

"The Pledgee may set off any amount it receives as proceeds of the realization of the Pledge under this Pledge Agreement (IM) against any due debts of the Pledgor."

[(10) Restrictions on dealings

In Clause 13, at the end of paragraph (iii) the following wording is added:

“, the Pledgor must grant consent to the Pledgee for asking the relevant person keeping records of investment instruments to register the order to register the suspension of the owner’s right to dispose of the Book-Entry Securities kept on the relevant Securities Account,”⁹¹

⁸⁷ If the Pledge Agreement (IM) is entered into for the purposes of EMIR, the Minimum Transfer Amount in a Transaction (IM) that is subject to obligatory collateralization in the form of a variation margin and Transactions (IM) that are subject to obligatory collateralization in the form of an initial margin must not exceed the aggregate amount of EUR 500,000 or its equivalent in any other currency.

⁸⁸ The Calculation Party will use the model chosen here in relation to the relevant party that will be in the position of Pledgor.

⁸⁹ Use if you want to change the calculation party.

⁹⁰ This may be added if there will be pledged Securities in relation to which, during the Pledge, will be created rights to payments or exercise of shareholder rights, and if the parties are not interested in using the mechanism of replacement of the Pledge.

⁹¹ Insert if you want to agree with the central depository that it will register the suspension of the right to dispose of an investment instrument. However, in such an event it is necessary to limit by time the suspension of the right to dispose of the pledged Book-Entry Securities, so that if insolvency proceedings are commenced in relation to the Pledgee, the suspension of the right to dispose of the Book-Entry Securities terminates. This requirement is based on the Implementing Regulation to EMIR No 2016/2261.

[(11) Arbitration

The entire Clause 17 of the Pledge Agreement (IM) is replaced by the following wording:

"17. Arbitration

The parties have agreed that any disputes arising in connection with this Pledge Agreement (IM) will be settled in arbitration proceedings before [a single arbitrator/... arbitrators] in accordance with the rules of [...], which the Parties undertake to comply with. The arbitration proceedings will take place in [...] in the [Czech/English/...] language. "

[(12) Ineligibility of Pledge

The parties have agreed that Sections 2(6) to 2(8) of the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018 will apply to this Pledge Agreement (IM) with the necessary modifications. Therefore, Sections 2(6) to 2(8) of the Margin Maintenance Annex are inserted in the Pledge Agreement (IM) without the parties incurring any other obligations stipulated in the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018.

The Sections are inserted irrespective of whether or not the parties have included the Margin Maintenance Annex (Variation Margin – Derivative Transactions), Edition 10/2018 in the Master Agreement.

For the purposes of interpretation, the Margin Recipient is the Pledgee, the Margin Provider is the Pledgor, the Margin is the Pledge, the Annex is the Pledge Agreement (IM), the Affected Transactions are Transactions (IM) secured by this Pledge Agreement (IM), and Net Exposure VM is the Pledge provided.]

[(13) Additional Change of Circumstances – Insolvency of the Account Bank

The parties have agreed that, in accordance with Section 6(2)(a)(iv) of the General Provisions, they add into the Master Agreement the following Additional Change of Circumstances

„Insolvency of the Account Bank

If in relation to the Account Bank stipulated in the Pledge Agreement (IM) there occurs any situation that in relation to the party is stipulated in Section 6(1)(a)(viii) of the General Provisions (“Insolvency of the Account Bank”), then

- (a) both parties are Affected Parties; and
- (b) all Transactions (IM) are affected Transactions.

Alternatively, the parties may agree that the Pledgor whose Account Bank entered Insolvency of the Account Bank may, within one Business Day, supplement the Pledge in accordance with the Pledge Agreement (IM). The Pledgee undertakes to grant the Pledgor every assistance for this supplementation the Pledgee may be required to grant in business relations, in particular to enter into the Agreement on the Control of a Bank Account if it is necessary and if it does not include any commercially inappropriate provisions.”]

(name of Party A)

(name of Party B)

Signature:

Signature:

Name:
Position:

Name:
Position: