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Annex dated
to the Master Agreement dated

The accompanying English translation is provided for your convenience only. In the event of any divergence between the English and German texts, constructions, meanings or interpretations, those of the German original shall govern exclusively.

Clearing Annex to the above-referenced Master Agreement for Financial Derivative Transactions (the “Master Agreement”) for transactions to be cleared by a central counterparty

between

Name and address of the “Contracting Party”
(herein after referred to as “Contracting Party”)

and

Name and address of the Bank
(hereinafter referred to as “Bank”)

1. Purpose and scope of the Annex

- (1) The following provisions shall apply, in addition to the provisions of the Master Agreement, to those Transactions which the Parties have agreed are to be cleared via a central counterparty, including the case of an involvement of a third party as clearing member.
- (2) Those Transactions cleared by a central counterparty shall be subject to its rules and regulations as well as legal requirements, general business conditions and customary practices applicable to that central counterparty. The Parties shall, with respect to all Transactions cleared by a central counterparty, and as of the date of this agreement, comply with the stipulations regarding collateral under these rules and regulations, legal requirements, general business conditions and customary practices.

- (2) Should the Central Counterparty accept the Transaction to be Cleared into its clearing system, the transaction shall, as of this point in time, no longer constitute a part of the Master Agreement and is extinguished.

2. Definitions

For the purpose of this Annex

- “Clearing” means the booking of a contract, including the continuous valuation of the contract, the resulting collateralisation requirement, payment and delivery obligations and claims as well as the netting of these claims with other such claims resulting from other contracts between the Parties;
- “Transaction to be Cleared” means any Transaction which the Parties have agreed shall be cleared by a specific central counterparty and
- “Rejection” means the refusal of the central counterparty to accept a Transaction to be Cleared in its clearing system, or the refusal of a clearing member involved therewith to clear the Transaction.

3. Initiation of Clearing

- (1) In the event the other Party does not provide a counter-confirmation of the transaction details transmitted to it in accordance with section 2 paragraph (1) of the Master Agreement by 11 a.m. on the second day after the day on which the Transaction was concluded, the relevant Transaction to be Cleared shall be deemed to be automatically terminated. The second sentence of section 4 paragraph (2) of this Annex, but not the third sentence, shall apply correspondingly. The net present value shall be determined by the Bank.

4. Rejection and early termination by cash settlement

- (1) In the event of a Rejection:
 - (a) the Transaction to be Cleared shall continue to constitute a part of the Master Agreement;
 - (b) each Party shall be entitled, by way of declaration to the other Party, to demand early termination by cash settlement, with effect from the date indicated in the declaration (the “Termination Date”), in lieu of performance of the Transaction to be Cleared.
- (2) Where, in the event of a Rejection, a Party has demanded early termination by cash settlement, the following shall apply: The payments and the performance of other obligations owed by the Parties to each other which would have become due subsequent to the Termination Date shall be replaced with a monetary amount in the contractual currency equal to the net present value of the relevant Transaction. This monetary amount shall be calculated by the Bank in accordance with the terms described in items (b) and (c) under section 12 sub-paragraph 5 (C) of the Master Agreement.

5. Exclusion of Contracts from the clearing system

Where a Contract is excluded from the clearing system of the Central Counterparty, and where the Transaction between the parties to this Annex corresponding to this Contract has not already been terminated in accordance with the provisions of an existing agreement between the parties for the clearing of transactions by a central counterparty, section 4 subparagraph (1) (b) and section 4 paragraph (2) of this Annex shall apply correspondingly. Where neither Party exercises the rights granted, the Transaction corresponding to the Contract shall be governed by the provisions of the Master Agreement.

Signature(s) on behalf of the Bank	
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Signature(s) on behalf of the Contracting Party	
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