

**MASTER AGREEMENT
FOR FINANCIAL TRANSACTIONS**

dated as of _____

between

_____ and _____
("Party A") ("Party B")

SPECIAL PROVISIONS

1. Nature of Agreement

This contractual arrangement (the "Special Provisions"), together with the General Provisions (the "General Provisions") and any annex (each an "Annex") referred to below, constitutes a master agreement (the "Master Agreement") under which the parties may enter into financial transactions.

2. Incorporation of Documents

The following documents, all in the _____ language, published by the FBE are hereby incorporated into and shall accordingly form part of the Master Agreement:

- (a) the General Provisions, Edition 2004

(b) the following Annex[es]¹:

Product Annex[es] for : Repurchase Transactions, Edition January 2001 Securities Loans, Edition January 2001 Derivative Transactions, Edition 2004 Supplement for Foreign Exchange Transactions, Edition 2004 Supplement for Interest Rate Transactions, Edition 2004 Supplement for Option Transactions, Edition 2004 Deposits and Loans, Edition 2009
Margin Maintenance Annex, Edition 2004 EMIR-Annex, Edition 2013
Other Supplements (give details)

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:

Jurisdiction²: The court(s) referred to in Section 11(2) is/are _____.

Arbitration³: The rules of arbitration referred to in Section 11(2) are the Rules of Arbitration of⁴ [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 _____.

The language[s] in which arbitration shall be conducted [is] [are] _____.

5. Other provisions

_____ ⁵

(Name of Party A)

(Name of Party B)

By:

By:

Name(s):
Title(s):

Name(s):
Title(s):

¹ Delete and/or complete the references in this paragraph (b) as appropriate
² Delete if not applicable
³ Delete if not applicable
⁴ If arbitration is selected, specify which rules apply
⁵ Insert amendments (which may be provisions from the attached Appendix) or state "None"

**Appendix (Checklist)
Elections and Amendments⁶**

I. General Provisions

(1) 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].

(2) Section 3(5) (Late Payment)

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

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

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

(4) Section 5(2) (Guarantor/Guarantee)

Guarantor means

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

(5) 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 (e.g.: derivative and other trading transactions (to be specified) entered into with the other party to the Agreement and/or with any third party).

(6) 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: ...

⁶ 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

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

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].

(8) Section 6(1)(b) (Automatic Termination)

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

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

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

(10) Section 7(1)(b) (Conversion)

"Base Currency" means ...

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

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

(12) Section 9(1) (Booking Offices)

Booking Offices may be

in relation to Party A:	- for Repurchase Transactions: ...
	- for Securities Loans: ...
	- for Derivative Transactions: ...
	- for Deposits and Loans: ...
in relation to Party B:	- for Repurchase Transactions: ...
	- for Securities Loans: ...
	- for Derivative Transactions...
	- for Deposits and Loans: ...

(13) 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:
Party B:

(14) Section 10(9) (Previous Transactions)

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

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

The Process Agent (Section 11(3)) is

in relation to Party A: ...
in relation to 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]⁷
[each pair of Booking Offices of Party A and Party B]⁸
[other arrangement]
- (ii) [the aggregate of all Repurchase Transactions, Securities Loans and Derivative Transactions],
[the aggregate of all Repurchase Transactions, of all Securities 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],
[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
- with respect to Party A: ...
- with respect to Party B: ...

(c) "Exposure Threshold" means:
- in relation to the Net Exposure of Party B to Party A: ...

⁷ If one Party acts through more than one office

⁸ If both parties act through more than one office

- in relation to the Net Exposure of Party A to Party B: ...

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

(5) 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. Other Annexes

Repurchase Annex

Section 2(7)(v) shall apply.

Securities 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 Day⁹ 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:

<u>Market Standard Documentation(s)</u>	<u>types of Derivative Transactions</u>
[]	[].

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:

<u>Market Standard Documentation(s)</u>	<u>law</u>
[]	[].

Deposit and Lending Annex

Section 1(2)(b)

The Master Agreement and the Deposit and Lending Annex shall apply to all Deposits or Loans between the parties except for a Deposit or Loan that is a

- (i) deposit or loan evidenced or represented by a certificate, like a certificate of deposit (CD) or a *Schuldscheindarlehen*;

⁹ Delete where not applicable

- (ii) bond, note, commercial paper, share or other security;
- (iii) deposit or loan taken or granted by way of credit support, margin, collateral or security interest (including any cash distribution made on securities taken or granted by way of credit support, margin, collateral or security interest);
- (iv) deposit encumbered with a mortgage, pledge, lien or a right of a third party;
- (v) deposit or loan under which the rights of the Lender to receive interests or principal are subordinated to those of other creditors;
- (vi) deposit or loan whose Initial Final Maturity is longer than [] days; "Initial Final Maturity" means the period beginning with (but excluding) the Payment Date and ending with (and including) the last Repayment Date;]

Section 2

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

<u>Market Standard Documentation(s)</u>	<u>types of Deposits or Loans</u>
[ACI The Financial Market Association Model Code (version 2000, updated version March 2006)]	[Deposits and Loans]
[]	[]

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

<u>Market Standard Documentation(s)</u>	<u>law</u>
[]	[]

[Section 3(5)(b) (Failure by Borrower)

"For the purposes of the Deposit and Lending Annex only, the interest provided for in Section 3(5) of the General Provisions is zero"]

EMIR Annex

Section 1(3) (Business Day)

The following cities shall be relevant for purposes of Section 1(3) (Business Day):

Section 2(1) (Determination of Clearing Status)

Party A represents that it is [not] subject to the Clearing Obligation

Party B represents that it is [not] subject to the Clearing Obligation

Section 2(2) (Change of Clearing Status)

The notification regarding a change of the Clearing Status has to be sent to the address specified below.

Party A:

Party B:

Section 4 (Timely Confirmation)

The parties agree that if one party sends to the other a Confirmation and the receiving party does not send either a Confirmation or an objection notice regarding the received Confirmation by the time required under Regulation No 149/2013, the Confirmation sent by the first party shall be deemed to have been accepted by the receiving party.

Section 5 (Portfolio Reconciliation)

a) "Data Transferor" means:

b) "Transfer Time" means:

c) "Reconciliation Date" means:

(i) in relation to weekly reconciliation required under Section 5(2)(a)(ii):

(ii) in relation to a quarterly reconciliation required under Section 5(2)(a)(iii) or Section 5(2)(b)(i):

(iii) in relation to a yearly reconciliation required under Section 5(2)(b)(ii):

d) "Materiality Threshold" means:

e) "Valuation Date" means: