

EMIR Reporting Agreement

THIS AGREEMENT is dated as of 15.10.2021 and is made **BETWEEN**:

- (A) **Mitsui Bussan Commodities (France) SA**, a French corporation (*société anonyme*), incorporated in France, having its registered office at 112, avenue Kléber, 75116 Paris with registration number 852 297 878 (R.C.S. Paris) (the "**Reporting Party**"); and
- (B) **Tepláreň Košice, a.s v skratke TEKO, a.s.**, a company organised under the laws of the Slovak Republic, with company identification number 36 211 541, company register of District court Košice I, section Sa, number 1204/V (the "**Client**").

WHEREAS

- (1) Certain parties who enter into, modify or terminate certain derivatives transactions are required to report specified data to a trade repository or, if no trade repository is available, to the relevant public body.
- (2) The Client and the Reporting Party have entered into this regulatory reporting agreement to formalise certain terms relating to such reporting and to assist with fulfilling the Client's and/or the Reporting Party's reporting responsibility with respect to certain transactions to which it is a counterparty.

IT IS AGREED as follows:

1 Interpretation, Structure and Existing Arrangements

1.1 Definitions. The terms defined in Section 8 (*Definitions and Construction*) of the General Provisions and elsewhere in this Agreement will have the meanings specified therein.

1.2 Interpretation

1.2.1 This regulatory reporting agreement is comprised of a main body, together with one or more Annexes and any Schedules (together, the "**Agreement**"). The terms of the main body and Schedules to this Agreement shall apply separately, and as amended and supplemented by each applicable Annex, to the Relevant Transactions identified in each applicable Annex.

1.2.2 Each Annex shall be effective from the date of this Agreement.

1.2.3 To the extent that there is any inconsistency as between the terms of the main agreement or a Schedule and an Annex, the Annex shall prevail for the purposes of applying this Agreement to the Relevant Transactions identified therein.

1.3 Existing Reporting Arrangements

1.3.1 In respect of each Relevant Transaction identified in an Annex, this Agreement shall be deemed to supersede any other regulatory reporting agreement or delegated reporting agreement that has previously been executed by the parties with respect to EMIR reporting.

Delegated Reporting Provisions

- 1 **Purpose.** The Client (the “*Delegating Party*”) has requested that the Reporting Party facilitate the Delegating Party in meeting some or all of its reporting obligations by reporting, on the Delegating Party’s behalf, relevant data to a trade repository or, if no trade repository is available, to the relevant public body.
- 2 **Delegated Reporting**
 - 2.1 In respect of each Relevant Transaction for which Delegated Reporting is specified to apply in the applicable Annex:
 - 2.1.1 the Delegating Party requests, appoints and authorises that the Reporting Party submit; and
 - 2.1.2 subject to the other provisions of this Agreement, the Reporting Party agrees to submit, the Relevant Data to a Relevant Trade Repository by the Reporting Deadline.
 - 2.2 In respect of each Relevant Transaction where the Relevant Data is to include (or is solely) Counterparty Data, the Delegating Party:
 - 2.2.1 agrees it will deliver to the Reporting Party its Counterparty Data (including Static Data as specified in Schedule 1 (*Static Data*)) in time for the Reporting Party to comply with its obligation under Section 2.1 of these Delegated Reporting Provisions, as notified by the Reporting Party;
 - 2.2.2 agrees that, with respect to Static Data, upon it becoming aware of any such data ceasing to be true, accurate and complete in every material respect, it will, to the extent that it uses a third party platform or other central data storage provider in respect of the Relevant Data, update Static Data on such platform or provider and in any event notify the Reporting Party of any change to such data;
 - 2.2.3 agrees and acknowledges that the provision of Static Data under Section 2.2.1 or 2.2.2 of these Delegated Reporting Provisions shall be effective on the day specified in any applicable Annex for such purposes, unless otherwise agreed by the parties;
 - 2.2.4 agrees and acknowledges that if it fails to comply with Section 2.2.1 of these Delegated Reporting Provisions, the Reporting Party will be under no obligation to (but may) submit the Relevant Data to a Relevant Trade Repository by the Reporting Deadline;
 - 2.2.5 represents to the Reporting Party that the information it delivers under Section 2.2.1 of these Delegated Reporting Provisions is, at the time of delivery and in respect of Static Data, on an ongoing basis, true, accurate and complete in every material respect; and
 - 2.2.6 acknowledges that the Reporting Party may rely on the Counterparty Data without investigation.
 - 2.3 Without prejudice to Section 5.1 of these Delegated Reporting Provisions, in respect of each Relevant Transaction, the Reporting Party will determine in its sole and absolute discretion whether the Delegating Party’s Reporting Obligation has arisen, the characterisation of the Relevant Transaction and, where the Relevant Data is to include Common Data, the Common Data (which may be by reference to trade information provided by a Reporting Party Affiliate where such Reporting Party Affiliate is party to such Relevant Transaction). If unique reference(s) need(s) to be generated for inclusion in the Relevant Data, the Delegating Party agrees that the Reporting Party may generate such unique reference(s).
 - 2.4 If the Reporting Party does not or will not report the Relevant Data by the Reporting Deadline in accordance with Section 2.1 of these Delegated Reporting Provisions, the Reporting Party will notify the Delegating Party as soon as reasonably practicable and the Delegating Party will be entitled to report such Relevant Data to a Trade Repository or to appoint a third party to make such report on such Delegating

Party's behalf. Other than in this instance or as otherwise agreed between the parties in writing, the Delegating Party will not report or arrange the reporting of the Relevant Data to a Trade Repository and will notify the Reporting Party immediately if it has reported or arranged the reporting of the Relevant Data to a Trade Repository other than in accordance with this provision.

- 2.5 The Reporting Party will be under no obligation in respect of this Agreement until it has received from the Delegating Party, in form and substance satisfactory to the Reporting Party, the information listed in Schedule 2.

3 Correction of Errors

- 3.1 Notwithstanding Section 3.2 immediately below, the Client acknowledges and agrees that the Reporting Party is not obliged to discover errors in or check the accuracy, authenticity or completeness, of any Relevant Data, whether that information derives from the Delegating Party or any other person (including without limitation any trading venue, central counterparty or similar financial market infrastructure but excluding the Reporting Party and each Reporting Party Affiliate).
- 3.2 If either party becomes aware of a material error in any Relevant Data reported to a Trade Repository in accordance with this Agreement, it will notify the other party if required by and otherwise in accordance with and both parties will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such error.

4 Use of Third Parties

- 4.1 The parties agree that the Reporting Party may utilise the services of a Third Party Service Provider to facilitate the submission of Relevant Data or other performance by the Reporting Party of its obligations under this Agreement (including, but not limited to, any service, platform, system, interface or other technology developed by any such Third Party Service Provider for such purpose). Where the Reporting Party has discretion in selecting a Third Party Service Provider, it will use reasonable care in the selection of the Third Party Service Provider.
- 4.2 Where the Third Party Service Provider is an Affiliate of the Reporting Party, the requirements set out in Section 6.1 (*Liability*) of these Delegated Reporting Provisions and the provisions of Section 8 (*Indemnity*) of these Delegated Reporting Provisions and Section 2 (*Confidentiality Waiver*) of the General Provisions apply in respect of such Third Party Service Provider as if such Third Party Service Provider was the Reporting Party.

5 Delegating Party Acknowledgement. In respect of Delegated Reporting, the Delegating Party acknowledges and agrees that:

- 5.1 the Delegating Party remains solely responsible and liable for (i) submission of all data subject to the Delegating Party's Reporting Obligation which is not included in the Relevant Data; and (ii) compliance with the Delegating Party's Reporting Obligation generally;
- 5.2 any submission by the Reporting Party of Relevant Data under this Agreement is made with a view to facilitating the Delegating Party's reporting of data pursuant to the Delegating Party's Reporting Obligation and is independent of any Reporting Obligation that the Reporting Party or any Reporting Party Affiliate may or may not be subject to;
- 5.3 where the Reporting Party is not itself subject to the Reporting Obligation, any submission by the Reporting Party of Relevant Data is solely for the purpose of fulfilling its obligations under this Agreement;
- 5.4 the Reporting Party will not be required to provide any services or otherwise perform under this Agreement to the extent any failure by it to provide services or otherwise perform is due to a breach of this Agreement

by, or any other act or omission of, the Delegating Party, any Relevant Trade Repository or any Third Party Service Provider;

- 5.5 without prejudice to any other agreement the Delegating Party may have with any Relevant Trade Repository or any Third Party Service Provider, the Delegating Party will not have recourse under or in relation to this Agreement against any Relevant Trade Repository or any Third Party Service Provider in respect of any Relevant Data submitted under this Agreement or any other activities contemplated by this Agreement; and
- 5.6 the Delegating Party's Reporting Obligation and, accordingly, the service the Reporting Party provides in relation thereto under this Agreement, remain at all times subject to change as a result of further regulatory developments and guidance.

6 Liability

6.1 In respect of Delegated Reporting, the Reporting Party shall, at all times, perform its obligations and exercise discretion under this Agreement with reasonable care, provided that the Reporting Party shall not be required to do or cause to be done anything which (i) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any Third Party Service Provider or any Relevant Trade Repository (including any decision by a Third Party Service Provider or any Relevant Trade Repository not to permit the Reporting Party to submit Relevant Data in accordance with the terms of this Agreement) or (ii) is contrary to any law, rule or regulation or the Reporting Party is otherwise prevented from doing by any law, rule or regulation.

6.2 Notwithstanding any other provision of this Agreement but subject to the remaining provisions of this Section 6 (*Liability*) of these Delegated Reporting Provisions, the Reporting Party, each Reporting Party Affiliate and the directors, officers, employees, contractors and agents of the Reporting Party and each Reporting Party Affiliate shall not have any liability to the Delegating Party (or any person claiming under or through it), whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for:

6.2.1 any Losses arising directly from, or in connection with:

- (i) the Reporting Party's provision of, or the Delegating Party's use of, the services agreed to be provided by the Reporting Party under this Agreement;
- (ii) any acts, omissions or failures of any third party including, but not limited to, any Third Party Service Provider or a Relevant Trade Repository (including any decision by a Third Party Service Provider or a Relevant Trade Repository not to permit the Reporting Party to submit Relevant Data via the Third Party Service Provider or to a Relevant Trade Repository on behalf of the Delegating Party);
- (iii) the Reporting Party's performance of its obligations or exercise of its rights under this Agreement (including, without limitation, the rights of the Reporting Party under Section 2.3 of these Delegated Reporting Provisions and/or the use by the Reporting Party of a platform, system, interface, service or other technology provided by any Third Party Service Provider);
- (iv) the failure of any platform, system, interface, service or other technology, including any internal platform, system, interface, service or other technology, which the Reporting Party uses or intends to use in the performance of its obligations or exercise of its rights under this Agreement; and
- (v) a third party accessing or intercepting any information or data of the Delegating Party,

except to the extent that such Losses are due to the gross negligence, wilful default or fraud of the Reporting Party, any Reporting Party Affiliate or the directors, officers, employees, contractors or agents of the Reporting Party or each Reporting Party Affiliate, in which case, to the extent permitted by applicable law, the Reporting Party's liability shall not exceed USD 20,000 or

- 6.2.2 any indirect or consequential loss or damage or for any direct or indirect loss of business, profits, anticipated savings or goodwill.
- 6.3 The parties agree that this Section 6 (*Liability*) of these Delegated Reporting Provisions represents a fair and equitable position. Nothing in this Agreement will exclude or limit any duty or liability which may not be excluded or limited under applicable law or regulation.
- 7 **Force Majeure.** If the Reporting Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement as a result of a Force Majeure Event, such obligation(s) shall be suspended for so long as that Force Majeure Event continues.
- 8 **Indemnity.** The Delegating Party agrees to indemnify and hold harmless each of the Reporting Party, each Reporting Party Affiliate and the directors, officers, employees, contractors and agents of the Reporting Party and each Reporting Party Affiliate from and against any and all Losses in relation to Delegated Reporting incurred by or awarded against them arising from or in connection with:
- 8.1.1 any claim or action brought by any third party to the extent that such claim or action arises out of or in connection with or is caused, directly or indirectly, by the activities of the parties contemplated by this Agreement;
- 8.1.2 any information provided to the Reporting Party and/or each Reporting Party Affiliate by the Delegating Party including, but not limited to, all information included in any Relevant Data made known to the Reporting Party and/or each Reporting Party Affiliate by the Delegating Party;
- 8.1.3 any regulatory or investigative inquiries or information subpoenas which arise out of or in connection with the activities of the parties contemplated by this Agreement,

except to the extent that such Losses are the direct result of:

- (A) the gross negligence, wilful default or fraud of the Reporting Party or its directors, officers, employees, contractors or agents; or
- (B) the gross negligence, wilful default or fraud of any Reporting Party Affiliate or its directors, officers, employees, contractors or agents.

9 **Amendment and Termination**

- 9.1 The Reporting Party may, by written notice to the Delegating Party, amend (in whole or part) this Agreement and any operational and procedural documents or processes in respect of reporting delegated under this Agreement to accommodate any change in law, rule, regulation or operational requirement, but any such amendment will only be effective if not rejected by the Delegating Party by written notice. If:
- 9.1.1 the Delegating Party rejects an amendment by written notice, this Agreement will terminate without such amendment taking effect; or
- 9.1.2 the Delegating Party does not reject an amendment by written notice, the Delegating Party will be deemed to have agreed to such amendment to this Agreement.

The timings and other requirements, if any, in respect of this provision (including, without limitation, in respect of termination) are as set out in any applicable Annex in respect of the Relevant Transactions.

Notices delivered in respect of this Section 9.1 of these Delegated Reporting Provisions are subject to Section 5 (*Notices*) of the General Provisions.

- 9.2 Either party may terminate this Agreement by giving written notice to the other party in accordance with Section 5 (*Notices*) of the General Provisions. Such termination will be effective at the expiry of the notice period, if any, specified for this purpose in any applicable Annex.
- 9.3 The provisions of Sections 6 (*Liability*) and 8 (*Indemnity*) of these Delegated Reporting Provisions, Sections 2 (*Confidentiality Waiver*), 4 (*Miscellaneous*) and 7 (*Governing Law and Jurisdiction*) of the General Provisions, as well as this Section 9 (*Amendment and Termination*) of these Delegated Reporting Provisions, shall survive the termination of this Agreement.

Mandatory Reporting Provisions

- 1 **Purpose.** Pursuant to the regulatory obligations of the Reporting Party or the Reporting Party Affiliate, as applicable, the Reporting Party will report data on behalf of the Client as its counterparty, or the counterparty of its Reporting Party Affiliate, as applicable, where such counterparty meets certain conditions. In order to submit such reports, the Reporting Party requires certain data from the Client.
- 2 **Mandatory Reporting.** In respect of each Relevant Transaction for which Mandatory Reporting is specified to apply in the applicable Annex, the Client:
 - 2.1.1 agrees it will deliver to the Reporting Party (either directly or otherwise via a third party platform or other central data storage provider) its Counterparty Data (including Static Data as specified in Schedule 1 (*Static Data*)) in time for the Reporting Party to comply with its Reporting Obligation, as notified by the Reporting Party;
 - 2.1.2 agrees that, with respect to Static Data, upon it becoming aware of any such data ceasing to be true, accurate and complete in every material respect, it will, to the extent that it uses a third party platform or other central data storage provider in respect of the Relevant Data, update Static Data on such platform or provider and in any event immediately notify the Reporting Party of any change to such data;
 - 2.1.3 represents to the Reporting Party that the information it delivers under Section 2.1.1 of these Mandatory Reporting Provisions is, at the time of delivery and in respect of Static Data, on an ongoing basis, true, accurate and complete in every material respect;
 - 2.1.4 acknowledges that the Reporting Party may, if the Client fails to provide Counterparty Data in accordance with Section 2.1.1 of these Mandatory Reporting Provisions, determine the values to be submitted to the Relevant Trade Repository in its sole discretion (which may, for the avoidance of doubt, comprise default values) in order to comply with its Reporting Obligation and the Reporting Party shall not incur any liability to the Client, whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise with respect to the accuracy or completeness of any such values and shall be under no obligation to the Client to subsequently correct any such data submitted to the Relevant Trade Repository; and
 - 2.1.5 acknowledges that the Reporting Party may rely on the Counterparty Data without investigation.

In respect of each Relevant Transaction, the Reporting Party will determine in its sole and absolute discretion whether its Reporting Obligation has arisen and the characterisation of the Relevant Transaction. If unique reference(s) need(s) to be generated for inclusion in the Relevant Data, the Client agrees that the Reporting Party may generate such unique reference(s).
- 3 **Liability.** To the extent permitted by applicable law, the Client agrees that the Reporting Party, each Reporting Party Affiliate and the directors, officers, employees, contractors and agents of the Reporting Party and each Reporting Party Affiliate shall not have any liability to the Client (or any person claiming under or through it), whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any Losses arising directly from, or in connection with the Client's performance of, or failure to perform, its obligations under any applicable law or regulation.
- 4 **Indemnity.** To the extent permitted by applicable law, the Client agrees to indemnify and hold harmless each of the Reporting Party, each Reporting Party Affiliate and the directors, officers, employees, contractors and agents of the Reporting Party and each Reporting Party Affiliate from and against any and

all Losses in relation to Mandatory Reporting incurred by or awarded against them arising from or in connection with:

- 4.1.1 any information provided to the Reporting Party and/or each Reporting Party Affiliate by the Client including, but not limited to, all information included in any Relevant Data made known to the Reporting Party and/or each Reporting Party Affiliate by the Client or the failure of the Client to provide, on a timely basis or at all, information reasonably required by the Reporting Party to fulfil its reporting obligations, under this Agreement or otherwise; and
- 4.1.2 any corrections required to be made by the Reporting Party to Relevant Data previously submitted to a Relevant Trade Repository in consequence of the Client providing inaccurate information or failing to provide information,

except to the extent that such Losses are the direct result of:

- (A) the gross negligence, wilful default or fraud of the Reporting Party or its directors, officers, employees, contractors or agents; or
- (B) the gross negligence, wilful default or fraud of any Reporting Party Affiliate or its directors, officers, employees, contractors or agents.

General Provisions

1 Transition between Reporting Models

1.1 If 'Automatic Transition to Delegated Reporting' is stated to apply in respect of one or more Relevant Transactions in an Annex and a Delegated Reporting Transition Date occurs, then with effect from that Delegated Reporting Transition Date:

1.1.1 'Delegated Reporting' shall be deemed to be applicable; and

1.1.2 'Mandatory Reporting' shall be deemed not to be applicable,

in each case, pursuant to the terms of that Annex in respect of any such Relevant Transactions concluded on or after the Delegated Reporting Transition Date.

1.2 If 'Automatic Transition to Mandatory Reporting' is stated to apply in respect of one or more Relevant Transactions in an Annex and a Mandatory Reporting Transition Date occurs, then with effect from that Mandatory Reporting Transition Date:

1.2.1 'Mandatory Reporting' shall be deemed to be applicable; and

1.2.2 'Delegated Reporting' shall be deemed not to be applicable,

in each case, pursuant to the terms of that Annex in respect of any such Relevant Transactions concluded on or after the Mandatory Reporting Transition Date.

2 **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:

(i) to the extent required or permitted under, or made in accordance with, the provisions of Primary and Supporting Legislation and also to the extent required in accordance with the terms of this Agreement as determined by the Reporting Party in its sole and absolute discretion, including where the Reporting Party or a Reporting Party Affiliate is not the counterparty to a Relevant Transaction with a Client, disclosure of information to the entity that is counterparty to such Relevant Transaction including via third party service providers ("**Reporting Requirements**"); or

(ii) 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 Primary and Supporting Legislation, 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 under Primary and Supporting Legislation 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 process or 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 provide an

equivalent or adequate level of protection for data as the counterparty's home jurisdiction. For the avoidance of doubt, (1) 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; (2) 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 (3) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

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.

3 Representations. Unless otherwise specified below, each party makes the following representations to the other party on the date this Agreement is entered into and, in the case of the representations in Sections 3.1.3, 3.4 and 3.5 of these General Provisions, at all times until the termination of this Agreement:

3.1 Basic Representations

3.1.1 Status. It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing.

3.1.2 Powers. It has the power to execute this Agreement, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorise such execution, delivery and performance.

3.1.3 No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order, arbitral award or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

3.1.4 Consents. All governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

3.1.5 Obligations Binding. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

3.2 Absence of Litigation. There is no pending or, to its knowledge, threatened action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or its ability to perform its obligations under this Agreement.

3.3 No Agency. It is entering into this Agreement as principal and not as agent of any person or entity.

3.4 Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement, it being understood that information and explanations related to the terms and

conditions of this Agreement will not be considered investment advice or a recommendation to enter into this Agreement. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of this Agreement.

3.5 Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of this Agreement.

4 Miscellaneous

4.1 Consideration. Each party hereby agrees and acknowledges that it is entering into this Agreement in consideration of (i) the mutual representations, warranties and covenants contained in this Agreement, (ii) maintaining a trading relationship with a counterparty with which it can enter into further Relevant Transactions and (iii) other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties). The Reporting Party reserves the right to pass to the Client any costs and expenses incurred as a consequence of the performance of the Reporting Party's obligations under this Agreement. Any such cost and expenses will be notified to the Client in writing from time to time.

4.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

4.3 Amendments. Unless otherwise expressly permitted by another provision of this Agreement, an amendment, modification or waiver in respect of this Agreement will only be effective if agreed between the parties in writing (including a writing evidenced by a facsimile or email transmission) and executed by each of the parties or confirmed by an exchange of e-mails or by an exchange of electronic messages on an electronic messaging system.

4.4 Partial Invalidity. If, at any time, any term of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, this will not affect:

4.4.1 the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or

4.4.2 the legality, validity or enforceability in other jurisdictions of that or any other term of this Agreement.

4.5 Remedies Cumulative. Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

4.6 Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission, by email and by electronic messaging system), each of which will be deemed an original.

4.7 No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege, whether in respect of a dispute between the parties or otherwise. Relevant Data reported to a Trade Repository in accordance with this Agreement is provided without prejudice to any present or future dispute between the parties in relation to such Relevant Data.

4.8 Third Party Rights. Other than in respect of each Reporting Party Affiliate and each other Affiliate of a Reporting Party and the directors, officers, employees, contractors and agents of the Reporting Party, each Reporting Party Affiliate and each other Affiliate of a Reporting Party and the rights that such entities or people are granted under this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time. For the avoidance of doubt, where an Agent is validly acting on behalf of one or more Clients, such action is considered to be the action of each relevant Client so is not barred by the exclusion of third party rights in this provision.

4.9 Transfer. Neither party may transfer or assign any interest or obligation in respect of this Agreement without the prior written consent of the other party. Any purported transfer that is not in compliance with this Section 4.9 of these General Provisions will be void.

5 Notices

5.1 Effectiveness. Any notice or other communication in respect of this Agreement may be given in any manner described below to the address or number or in accordance with the electronic messaging system or e-mail details provided in any applicable Annex with respect to the Relevant Transactions set out in such Annex (as may be amended in accordance with Section 5.2 of these General Provisions) and will be deemed effective as indicated:

5.1.1 if in writing and delivered in person or by courier, on the date it is delivered;

5.1.2 if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

5.1.3 if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;

5.1.4 if sent by electronic messaging system, on the date it is received; or

5.1.5 if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a business day with respect to the receiving party or that communication is delivered (or delivery is attempted) or received, as applicable, after 4 p.m. local time on a business day with respect to the receiving party, in which case that communication will be deemed given and effective on the first following day that is a business day with respect to the receiving party.

5.2 Change of Details. Either party may by written notice to the other change the address or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

6 Execution as Agent. If this Agreement is executed by an Agent acting for and on behalf of one or more Clients:

6.1 each Client will be bound as principal to this Agreement and references herein to a "party" or "parties" will be to the Client and the Reporting Party, as appropriate, and not to the Agent unless expressly stated to the contrary;

6.2 if there is more than one Client:

- 6.2.1 this document evidences a separate Agreement between the Reporting Party and each Client as though a separate Agreement had been documented and executed between the Reporting Party and each Client. The obligations of each Client under this Agreement shall be several but not joint in respect of the obligations of any other Client and no Client shall, as a result of this Section 6 (*Execution as Agent*) of these General Provisions, be liable to the Reporting Party for the actions of any other Client; and
- 6.2.2 to the extent the elections in any applicable Annex vary between Clients, the Agent will ensure the variation of elections is communicated to the Reporting Party in form and substance satisfactory to the Reporting Party; and
- 6.3 the Agent represents to the Reporting Party that the Agent has the power and authority to execute and deliver this Agreement and to perform its obligations thereto on behalf of its Client(s), the Agent has taken all necessary action to authorise such execution, delivery and performance and the Agent has in its files a written agreement or power of attorney authorising it to act on the Client's behalf in respect thereof.

7 Governing Law and Jurisdiction

- 7.1 **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.
- 7.2 **Arbitration.** Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "*Dispute*"), shall be referred to and finally resolved by arbitration.
- 7.2.1 The arbitration shall be conducted in accordance with the LCIA Arbitration Rules (the "*Rules*"). Capitalised terms used in this Section which are not otherwise defined in this Agreement have the meaning given to them in the Rules.
- 7.2.2 The Arbitral Tribunal shall consist of three arbitrators. The claimant shall nominate one arbitrator. The respondent shall nominate one arbitrator. The third arbitrator (who shall be presiding arbitrator of the Arbitral Tribunal) shall be selected and appointed by the LCIA Court.
- 7.2.3 The seat, or legal place of arbitration, shall be London.
- 7.2.4 The language used in the arbitral proceedings shall be English.
- 7.3 **Service of Process.** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the relevant Annex to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 5.1.1, 5.1.2, 5.1.3 or 5.1.5 of these General Provisions. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.
- 7.4 **Waiver of Immunities.** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court or arbitral tribunal, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment or arbitral award) and (v) execution or enforcement of any judgment or arbitral award to which it or its revenues or assets might otherwise be entitled in any suit, action or proceedings relating to any Dispute in the courts of any jurisdiction or before

any arbitral tribunal (“*Proceedings*”) and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

8 Definitions and Construction

8.1 Definitions

“*Affiliate*” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“*Annex*” means the Derivatives Annex and each other annex identified as such for the purposes of this Agreement from time to time.

“*CCP*” means a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer.

“*Common Data*” has the meaning given to it in each applicable Annex, as updated from time to time.

“*Counterparty Data*” has the meaning given to it in each applicable Annex, as updated from time to time.

“*Delegated Reporting*” means the services provided by the Reporting Party to the Client, as applicable, pursuant to the Delegated Reporting Provisions.

“*Delegated Reporting Transition Date*” means the 5th business day after the Reporting Party receives notice from the Client in accordance with Section 5 (*Notices*) of the General Provisions, or otherwise becomes aware, that the Client’s regulatory status has changed such that the Reporting Party ceases to be required by relevant law or regulation to report Relevant Transactions on behalf of the Client.

“*Delegating Party*” has the meaning given to it in Section 1 (*Purpose*) of the Delegated Reporting Provisions.

“*EMIR*” means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012, as amended or replaced from time to time.

“*ESMA*” means the European Securities and Markets Authority.

“*European Union*” or “*EU*” means the economic and political union established in 1993 by the Maastricht Treaty, with the aim of achieving closer economic and political union between member states that are primarily located in Europe.

“*Force Majeure Event*” means any event which occurs due to reasons outside of the Reporting Party’s control (including, but not limited to, any natural, systems, facilities, technological, political or other cause and whether in respect of a Relevant Trade Repository, Third Party Service Provider, Reporting Party Affiliate, Reporting Party, third party or otherwise) and which cannot be overcome by reasonable diligence and/or without unreasonable expense solely by the Reporting Party.

“*Losses*” means all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees).

“*Maastricht Treaty*” means the Treaty on European Union signed on 7 February 1992.

“Mandatory Reporting” means the reporting obligations of the Reporting Party to report data on behalf of the Client as its counterparty pursuant to the Mandatory Reporting Provisions.

“Mandatory Reporting Transition Date” means the 5th business day with respect to the Reporting Party after the Reporting Party receives notice from the Client in accordance with Section 5 (*Notices*) of the General Provisions, or otherwise becomes aware, that the Client’s regulatory status has changed such that the Reporting Party is subsequently required by relevant law or regulation to report Relevant Transactions on behalf of the Client.

“Primary and Supporting Legislation” means any applicable law, rule or regulation and any applicable supporting law, rule or regulation which mandates 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 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.

“Proceedings” has the meaning given to it in Section 7.4 of the General Provisions.

“Process Agent” has the meaning given to it in each applicable Annex, as updated from time to time.

“Relevant Data” has the meaning given to it in each applicable Annex, as updated from time to time.

“Relevant Trade Repository” has the meaning given to it in each applicable Annex, as updated from time to time.

“Relevant Transaction” has the meaning given to it in each applicable Annex, as updated from time to time.

“Reporting Deadline” means the deadline for reporting the Relevant Transactions as specified in the applicable reporting regime(s), and as determined by the Reporting Party in its sole and absolute discretion.

“Reporting Obligation” has the meaning given to it in each applicable Annex, as updated from time to time.

“Reporting Party Affiliate” has the meaning given to it in each applicable Annex, as updated from time to time.

“Reporting Requirements” has the meaning given to it in Section 2 of the General Provisions.

“Schedule” means each of Schedule 1 (*Static Data*), Schedule 2 (*Information to be provided by Client*), as applicable, or such other schedule identified as such for the purposes of this Agreement from time to time.

“Static Data” means Counterparty Data for the fields set out in Schedule 1 (*Static Data*), as may be amended by the parties from time to time by written agreement.

“Third Party Service Provider” means a third party including, without limitation, a CCP, appointed either by the Reporting Party or the Delegating Party (with respect to the latter, for the purposes of Delegated Reporting only) to provide or process Relevant Data or submit Relevant Data by the Reporting Deadline to a Relevant Trade Repository.

“TR” has the meaning given to it in Section 2 of the General Provisions.

“Trade Repository” means a legal person that centrally collects and maintains the records of derivatives, or such other relevant products specified in an applicable Annex and registered as such in accordance with the applicable legislation.

8.2 Construction

- 8.2.1 Unless this Agreement expressly provides to the contrary, any reference in this Agreement to:
- (i) a party or any other person includes its successors in title, permitted assigns and permitted transferees;
 - (ii) an amendment includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and amended will be construed accordingly;
 - (iii) a person includes any individual, firm, company, corporation, government, state or agency of a state or any association or body (including a partnership, trust, fund, joint venture or consortium) or other entity (whether or not having separate legal personality);
 - (iv) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are generally accustomed to comply) of any governmental, inter-governmental or supranational body, agency or department, or of any regulatory, self-regulatory or other authority or organisation; and
 - (v) a provision of law is a reference to that provision as amended from time to time and includes any subordinate legislation.
- 8.2.2 A reference to a "Section" is a reference to a section of this Agreement, a reference to an "Annex" is a reference to an annex to this Agreement, a reference to a "Schedule" is a reference to a schedule to this Agreement and a reference to a "Paragraph" is a reference to a paragraph of an Annex.
- 8.2.3 The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.
- 8.2.4 For the avoidance of doubt, the meanings of the terms "contractor" and "agent" as used in Sections 6 (*Liability*) and 8 (*Indemnity*) of the Delegated Reporting Provisions and Sections 3 (*Liability*) and 4 (*Indemnity*) of the Mandatory Reporting Provisions do not include any Third Party Service Provider.

THIS AGREEMENT has been executed by the parties on the respective dates specified below with effect from the date stated at the beginning of this Agreement.

For and on behalf of Mitsui Bussan Commodities (France) SA (the "Reporting Party")
(Pre) LEI Nr: [REDACTED]

By: [REDACTED]
Name: Masato Ishikawa
Title: Managing Director
Date: 10/15/2021

For and on behalf of Tepláreň Košice, a.s v skratke TEKO, a.s (the "Client")
(Pre) LEI Nr: [REDACTED]

By: [REDACTED]
Name: Ing. Milan Habán
Title: Chairman of the Board of Directors
Date: [REDACTED]

By: [REDACTED]
Name: Ing. Lenka Smreková, FCCA
Title: Member of the Board of Directors
Date: [REDACTED]

18. OKT. 2021

18. OKT. 2021

Derivatives Annex

(1) Relevant Transactions and Related Elections

(A)

A. Transaction type	B. Reporting Party is	C. Form of reporting
<input checked="" type="checkbox"/> OTC Derivative other than a Cleared OTC Derivative	Client's counterparty	<input type="checkbox"/> Delegated Reporting for Client <input checked="" type="checkbox"/> Mandatory Reporting
<input checked="" type="checkbox"/> Cleared OTC Derivative	<input type="checkbox"/> Client's original counterparty (executing broker) <input checked="" type="checkbox"/> Client's clearing broker	<input type="checkbox"/> Delegated Reporting for Client <input checked="" type="checkbox"/> Mandatory Reporting
<input checked="" type="checkbox"/> Exchange-Traded Derivative	Client's clearing broker	Delegated Reporting for Client
<input checked="" type="checkbox"/> Exchange-traded derivative categorised as OTC Derivative	Client's clearing broker	<input type="checkbox"/> Delegated Reporting for Client <input checked="" type="checkbox"/> Mandatory Reporting

Only transactions outstanding as of or entered into or outstanding as of and after 18th June 2020 will be Relevant Transactions.

(B) “*Relevant Transaction*” means, unless otherwise agreed between the parties in writing, each Derivative transaction: (i) to which the Client is party; (ii) that is subject to the Reporting Obligation as determined by the Reporting Party in its sole and absolute discretion; and (iii) that satisfies the related characteristics in columns (A) and (B) above, together with any Additional Criteria.

(C) The parties agree that, in respect of each category of Relevant Transaction identified in columns (A) and (B) above, the related ‘Form of reporting’ shall be as specified in column (C).

(D) Where the Reporting Party or Reporting Party Affiliate acts as executing broker in respect of the client leg corresponding to a Cleared OTC Derivative, but neither acts as a clearing broker, such Cleared OTC Derivative is not a Relevant Transaction for the purposes of this Annex.

Where the Reporting Party or Reporting Party Affiliate acts as clearing broker in respect of the Cleared OTC Derivative, but neither acts as executing broker, the initial client leg corresponding to such Cleared OTC Derivative is not a Relevant Transaction for the purposes of this Annex.

(E) “*Additional Criteria*” means Commodity Transactions, including, for the avoidance of doubt Emissions Allowances Transactions.

(F) **Additional Definitions**

"*CCP Service*" means in respect of a CCP, an over-the-counter derivative clearing service offered by such CCP.

"*Cleared*" means, in respect of a Relevant Transaction, that such Relevant Transaction has been or will be submitted (including where details of such Relevant Transaction are submitted) to a CCP for clearing in a relevant CCP Service and that such CCP has or is to become a party to a resulting or corresponding transaction, as applicable, pursuant to such CCP's Rule Set.

"*Derivative*" has the meaning given to it in Article 2(5) of EMIR.

"*Exchange-Traded Derivative*" means a Derivative that is not an OTC Derivative.

"*OTC Derivative*" means a Derivative as defined in Article 2(7) of EMIR.

"*Reporting Obligation*" means the obligation to report details of derivative contracts that are concluded, modified or terminated to a trade repository or ESMA in accordance with Article 9 of EMIR.

"*Rule Set*" means, with respect to a CCP, the relevant rules, conditions, 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.

(2) **Disclosure of Client Status**

(A) **Disclosure.** The Client hereby communicates its regulatory status as set out below:

Client is an NFC other than an NFC- established in the EU (other than the United Kingdom) or the United Kingdom.

Client is an NFC- established in the EU (other than the United Kingdom) or the United Kingdom.

The Client will notify the Reporting Party of any change to its regulatory status as set out above or by reference to any external source specified above, such notification to be provided before or as soon as reasonably practicable following a change to the Client's regulatory status.

(B) **Additional Definitions**

"*NFC*" means a 'non-financial counterparty' as described in Article 2(9) of EMIR.

"*NFC-*" means an NFC which does not exceed any relevant clearing threshold.

(3) **Transition between Reporting Models**

Automatic Transition to Delegated Reporting applies.

Automatic Transition to Mandatory Reporting applies.

(4) **Relevant Data**

(A) "*Relevant Data*" means, in respect of each Relevant Transaction and unless otherwise agreed between the parties in writing:

the Counterparty Data the Common Data

however, the following data does not form part of the Relevant Data and will not be reported by the Reporting Party (the “*Excluded Data*”): With respect to the Counterparty Data, fields 17-21 (valuation) and 22-26 (collateral value).

(B) “*Counterparty Data*” means, with respect to a Relevant Transaction and a Client, the information with respect to that Client required to complete the fields set out in Table 1 (*Counterparty Data*) of the EMIR Reporting Annexes.

(C) **Additional Definitions**

“*Common Data*” means, with respect to a Relevant Transaction, the information corresponding to the fields listed in Table 2 (*Common Data*) of the EMIR Reporting Annexes, as determined by the Reporting Party in its sole and absolute discretion.

“*EMIR Reporting Annexes*” means (i) the Annex to Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012 and published 23 February 2013 in the Official Journal of the European Union; and (ii) the Annex to Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012 and published 21 December 2012 in the Official Journal of the European Union, as amended or replaced from time to time.

“*Reporting Party Affiliate*” means each of: None.

(5) **Relevant Trade Repository**

(A) The “*Relevant Trade Repository*” is, in respect of a Relevant Transaction and unless otherwise agreed between the parties in writing:

(i) a Trade Repository listed below or such other Trade Repository as the Reporting Part may decide and notify the Client from time to time:

ICE Trade Vault Europe Ltd CME Trade Repository Ltd Unavista Tradecho B.V.

(ii) if the Reporting Party is not permitted to submit the Relevant Data to any such Trade Repository by the Reporting Deadline, the Trade Repository selected by the Reporting Party; or

(iii) if, in accordance with Article 9(3) of EMIR no Trade Repository is available to record the Relevant Data, with respect to EMIR, ESMA.

as determined by the Reporting Party in its sole and absolute discretion.

(B) The Reporting Party may notify the Client, as applicable, of each Relevant Trade Repository determined under (A)(ii) and (iii) above to which it submits Relevant Data as soon as reasonably practicable after such determination.

(C) A Trade Repository determined under (A)(i) above shall (1) in the case of a Trade Repository established in the United Kingdom, be deemed to include any separate legal entity within the same group acting as trade repository in an EU member state other than the United Kingdom and (2) in the case of a Trade Repository established in an EU member state other than the United Kingdom, be deemed to include any separate legal entity within the same group acting as trade repository in the United Kingdom.

(6) **Amendment and Termination**

(A) **Notice Periods in Respect of Amendments.** For the purposes of Section 9.1 of the Delegated Reporting Provisions:

- (i) amendments will be effective on the later of the date specified in the relevant notice and the date that is ten (10) calendar days following the date on which the notice of amendment is deemed to be effective in accordance with Section 5 (*Notices*) of the General Provisions;
- (ii) a rejection notice from the Delegating Party will only be effective if delivered to the Reporting Party on or before the date that is five (5) calendar days following the date on which the amendment notice is deemed to be effective in accordance with Section 5 (*Notices*) of the General Provisions; and
- (iii) if the Delegating Party delivers a rejection notice within the period specified in (ii) immediately above, this Agreement will terminate on the date that is two (2) calendar days following the date on which the rejection notice is deemed to be effective in accordance with Section 5 (*Notices*) of the General Provisions, unless otherwise agreed between the parties.
- (iv) for the avoidance of doubt, if the Delegating Party does not reject an amendment by written notice, the Delegating Party will be deemed to have agreed to such amendment to this Agreement.

(B) **Termination Notice Period.** With reference to Section 9.2 of the Delegated Reporting Provisions, the notice period for termination notices is five (5) calendar days following the date on which the termination notice is deemed to be effective in accordance with Section 5 (*Notices*) of the General Provisions.

(7) **Contact Information.** With reference to Section 5 (*Notices*) of the General Provisions, the contact details for all communications in connection with any Relevant Transaction (as defined above) are:

(A) with respect to the Reporting Party,

Address: 6th Floor, 1 St Martin's Le Grand
London EC1A 4BB

Email: [REDACTED]

(B) with respect to the Client,

Address: Teplárenská 3, 042 92 Košice

Email: [REDACTED]

in each case, as may be amended in accordance with this Derivatives Annex.

(8) **Process Agent**

(A) The Reporting Party appoints as its Process Agent: Not applicable.

(B) The Client appoints as its Process Agent: Not applicable.

(9) **Static Data.** For the purposes of Section 2.2.3 of the Delegated Reporting Provisions, the Reporting Party is not obliged to use the Static Data until the second (2nd) business day following receipt of such Static Data, or notification of a change to Static Data, from the Delegating Party.

**Schedule 1
Static Data**

FIELDS	VALUES
Company Name	Tepláreň Košice, a.s.
LEI	████████████████████
Domicile - Address1, Address2, City, Country, Zip	Teplárenska 3, 042 92 Košice
EU Financial Entity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
EEA Counterparty	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exceeded Clearing Threshold	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Corporate Sector (Please select one)	<input type="checkbox"/> 1 = Agriculture, forestry and fishing <input type="checkbox"/> 2 = Mining and quarrying <input type="checkbox"/> 3 = Manufacturing <input checked="" type="checkbox"/> 4 = Electricity, gas, steam and air conditioning supply <input type="checkbox"/> 5 = Water supply, sewerage, waste management and remediation activities <input type="checkbox"/> 6 = Construction <input type="checkbox"/> 7 = Wholesale and retail trade, repair of motor vehicles and motorcycles <input type="checkbox"/> 8 = Transportation and storage <input type="checkbox"/> 9 = Accommodation and food service activities <input type="checkbox"/> 10 = Information and communication <input type="checkbox"/> 11 = Financial and insurance activities <input type="checkbox"/> 12 = Real estate activities <input type="checkbox"/> 13 = Professional, scientific and technical activities <input type="checkbox"/> 14 = Administrative and support service activities <input type="checkbox"/> 15 = Public administration and defence; compulsory social security <input type="checkbox"/> 16 = Education <input type="checkbox"/> 17 = Human health and social work activities <input type="checkbox"/> 18 = Arts, entertainment and recreation <input type="checkbox"/> 19 = Other service activities <input type="checkbox"/> 20 = Activities of households as employers; undifferentiated goods – and services –producing activities of households for own use <input type="checkbox"/> 21 = Activities of extraterritorial organisations and bodies
Clearing Member	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Broker	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Master Agreement Type	ISDA Master Agreement
Master Agreement Version	2002
UTI Creator	Reporting Party
EU Reporting Entity	Reporting Party
EU Financial Nature	Non-financial counterparty

Is the Client a principal to the Relevant Transaction?

Yes

No

Schedule 2
Information to be provided by Client

Information Required	To be provided by
With respect to Relevant Transactions are they being entered into as part of Client's commercial activity or treasury financing? (<u>Yes/No</u>).	The Client, provided that the Reporting Party is entitled to rely on the fact that all Relevant Transactions are entered into by the Client as part of its commercial activity or treasury financing unless otherwise notified by the Client at the moment a Relevant Transaction has been entered into.

With respect to Relevant Transactions the Client represents that they are being entered into as part of Client's commercial activity or treasury financing. The Reporting Party is entitled to rely on that representation unless otherwise notified by the Client at the moment a Relevant Transaction has been entered into.

