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Addendum dated
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.

## Addendum for Early Termination with Cash Settlement (2018) under the above-mentioned Master Agreement for Financial Derivatives Transactions (“Master Agreement”)

Between

<b>Name and address of the Counterparty</b>
(hereinafter called the “Counterparty”)

and

<b>Name and address of the Bank</b>
(hereinafter called the “Bank”)

### 1. Purpose and Scope of the Addendum

In addition to the definitions and provisions of the Master Agreement the following definitions and provisions shall apply to each Transaction for which this Addendum is agreed.

### 2. Definitions

- (1) For the purposes of this Addendum:
  - “Early Termination Date” means any day specified as such in the terms of the Transaction or, if such day is not a Banking Day, the immediately preceding Banking Day;
  - “Calculation Agent” means the party specified as such in the terms of the Transaction or, in the absence of such specification, the Bank;
  - “Valuation Date” means, save as provided in Clause 5 sub-Clause (3), the second Banking Day preceding an Early Termination Date;
  - “Notification Date” means the fifth Banking Day preceding an Early Termination Date;
  - “Terminating Party” means the party electing early termination of the Transaction with cash settlement;
  - “Reference Banks” means, save as provided in Clause 5, the banks specified in the terms of the Transaction.
- (2) The relevant financial centres for the determination of the Banking Day are the locations in which the branches of the parties which entered into the relevant Transaction are domiciled, the location in which the Calculation Agent is domiciled and the location in which the payment of the cash settlement amount shall be effected.

### 3. Early Termination

- (1) Either party is entitled to elect early termination with cash settlement effective on an Early Termination Date by notifying the other party accordingly.
- (2) Such notification must be received at or before the time specified in the terms of the Transaction on the Notification Date. If a time is not specified, the notification must be received by 11.00 a.m. local time in Frankfurt am Main. It is irrevocable.
- (3) In the event of such notification a cash settlement amount will be paid in lieu of the parties’ payments or deliveries which would have become due after the Early Termination Date. Such cash settlement amount shall be determined in accordance with Clause 4.

### 4. Calculation and Payment of the Cash Settlement Amount

- (1) On the Valuation Date the Calculation Agent shall determine the cash settlement amount as the cash value of the Transaction on the Early Termination Date, and it shall notify the other party not later than 12.00 noon the Calculation Agent’s local time, of the cash settlement amount and the party obliged to pay such amount.
- (2) If the other party promptly objects to the calculation of the cash settlement amount, the Calculation Agent shall immediately obtain quotations for the cash value of the Transaction from the Reference Banks. Such quotations shall be for a Transaction entered into between the Reference Bank and a leading bank at the time of the quotation, with the same payments, deliveries and conditions agreed for the event that early termination with cash settlement would not be elected. If bid and offer rates are quoted, the rate less favourable to the Terminating Party shall apply.
- (3) If sub-Clause (2) applies, the Calculation Agent shall determine the cash settlement amount on the basis of the quotations provided. Such amount shall be equivalent to the arithmetic mean of the quotations. If more than three quotations are obtained, the highest and lowest quotations shall be disregarded. The Calculation Agent shall promptly notify the other party of the quotations, the cash settlement amount and the party obliged to pay such amount.
- (4) The cash settlement amount shall be paid on the Early Termination Date, in the currency specified in the terms of the Transaction. In the absence of such specification, payment shall be made in Euro.

### 5. Reference Banks

- (1) If Reference Banks have not been agreed in the terms of the Transaction the Terminating Party shall determine two and the other party shall determine three Reference Banks on the Notification Date.
- (2) If a party determines that a Reference Bank agreed in the terms of the Transaction should no longer serve for quotation purposes, such Reference Bank shall be substituted by a comparable bank determined by the Calculation Agent. If several Reference Banks shall cease to apply, the parties shall have an alternating determination right.
- (3) If the Valuation Date is not a Banking Day in the location in which one of the Reference Banks is domiciled, sub-Clause (2) sentence 1 shall apply mutatis mutandis. If the Valuation Date is not a Banking Day in the locations in which several Reference Banks are domiciled, the Valuation Date shall be the third Banking Day preceding the Early Termination Date.

**6. Special Provisions**

(1) The following sub-Clause (2) will only apply if the corresponding space has been marked with a cross.

- (2) Clause 4 sub-Clause (2) sentence 3 shall be substituted by the following provision:  
If bid and offer rates are quoted, the mid-market rate, calculated as the mean of the bid and offer rates, shall apply.

**7. Other Provisions**

Muster

**Signature(s) on behalf of the Counterparty**

**Signature(s) on behalf of the Bank**