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Zusatzvereinbarung vom:	Supplemental Agreement dated:
zum Besicherungsanhang für Initial Margin 2020 vom:	to the Collateral Addendum for Initial Margin 2020 dated:

In the event of any divergence between the English and German texts, constructions, meanings or interpretations, those of the German original shall govern exclusively.

Ergänzungsvereinbarung zum Besicherungsanhang für Initial Margin 2020 im Hinblick auf japanische IM-Sicherheiten

Supplemental Agreement to the Collateral Addendum for Initial Margin 2020 regarding Japanese Collateral

Zwischen

The following is agreed:
between

Name und Anschrift des Vertragspartners (nachstehend „ Vertragspartner “ genannt)	Name and address of the Counterparty (hereinafter referred to as „ Counterparty “)
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und

and

Name und Anschrift der Bank (nachstehend „ Bank “ genannt)	Name and address of the Bank (hereinafter referred to as „ Bank “)
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wird Folgendes vereinbart:

I. Besondere Vereinbarungen zum Besicherungsanhang für Initial Margin

1. Werden nach Nr. 3 Abs. 1 japanische Sicherheiten als IM-Sicherheiten gestellt, erfolgt die Stellung durch die Übertragung dieser japanischen Sicherheiten aus dem Eigentumsbuch (hoyu ran) des Depots des IM-Sicherungsgebers in das Pfandbuch (shichiken ran) des IM-Pfanddepots gemäß den Regelungen des Japanese Book-entry Transfer Acts.
2. Werden nach Nr. 4 Abs. 1 IM-Sicherheiten in Form japanischer Sicherheiten freigegeben, erfolgt die Freigabe durch die Übertragung dieser japanischen Sicherheiten vom Pfandbuch (shichiken ran) des IM-Pfanddepots in das Eigentumsbuch (hoyu ran) des Depots des IM-Sicherungsgebers gemäß den Regelungen des Japanese Book-entry Transfer Acts.
3. Ist die Verwahrstelle des IM-Sicherungsgebers Euroclear Bank SA/NV, gilt Folgendes: Das als IM-Pfanddepot dienende Wertpapierdepot und das als IM-Pfandkonto dienende Geldkonto werden bei der IM-Verwahrstelle des IM-Sicherungsgebers im Namen dieser IM-Verwahrstelle und für Rechnung des IM-Sicherungsnehmers geführt.

Ist die Verwahrstelle des IM-Sicherungsgebers Clearstream Banking S.A., gilt Folgendes: Das als IM-Pfanddepot dienende Wertpapierdepot wird bei der IM-Verwahrstelle des IM-Sicherungsgebers im Namen des IM-Sicherungsnehmers geführt.

4. In Nr. 2 werden folgende neue Begriffsbestimmungen eingefügt:
„Japanese Book-Entry Transfer Act“ der Act on Book-Entry of Company Bonds, Shares etc. in Japan (shasai, kabushikitou no furikae ni kansuru houritsu) (Act No. 75 of 2001, in der jeweils aktuellen Fassung);

„Japanische Sicherheiten“ (a) japanische Staatsanleihen, (b) Unternehmensanleihen (c) Aktien oder Firmenanteile (einschließlich Stammaktien, Vorzugsaktien und Aktienbezugsrechte) und Wandelschuldverschreibung (d) börsennotierte Fonds in der Form von Investmentfonds, (e) Anteile an Immobilienfonds, (f) Anleihen, deren Emittenten supranationale, multilaterale oder internationale Organisationen sind sowie (g) alle nicht unter die Buchstaben (a) bis (f) fallenden Wertpapiere, die japanischem Recht unterliegen und gemäß dem Japanese Book-Entry Transfer Act gegeben wurden;

I. Special agreements regarding the Collateral Addendum for Initial Margin

1. In the case that IM-Collateral in the form of Japanese Collateral is provided pursuant to Clause 3 sub-Clause 1 the transfer is intended to be made by the transfer of the Japanese Collateral from the proprietary ledger (hoyu ran) of the IM-Collateral Provider's account to the pledge ledger (shichiken ran) of the IM-Charged Custody Account pursuant to the provisions of the Japanese Book-entry Transfer Act.
2. In the case that IM-Collateral in the form of Japanese Collateral is released pursuant to Clause 4 sub-Clause 1 the release is intended to be made by the transfer of the Japanese Collateral from the pledge ledger (shichiken ran) of the IM-Charged Custody Account to the proprietary ledger (hoyu ran) of the IM-Collateral Provider's account pursuant to the provisions of the Japanese Book-entry Transfer Act.

3. If the IM-Custodian of the IM-Security Provider is Euroclear Bank SA/NV, the following shall apply: The securities account serving as IM-Charged Custody Account and the cash account serving as IM-Charged Cash Account are held with the IM-Security Provider's IM-Custodian in the name of such IM-Custodian and for the account of the IM-Security Taker.

If the IM-Custodian of the IM-Security Provider's is Clearstream Banking S.A., the following shall apply: The securities account serving as IM-Charged Custody Account is held with the IM-Security Provider's IM-Custodian in the name of the IM-Security Taker.

4. In Clause 2 the following definitions shall be added:

„Japanese Book-entry Transfer Act“ means the Act on Book-Entry of Company Bonds, Shares etc. in Japan (shasai, kabushikitou no furikae ni kansuru houritsu); (Act No. 75 of 2001, as amended);

„Japanese Collateral“ means (a) Japanese government bonds, (b) corporate bonds, (c) shares or equity of capital or corporations (including, without limitation, common shares, preferred shares and share acquisition rights) and convertible bonds, (d) exchange traded funds in the form of investment trust units, (e) investment units of any real estate investment corporation, (f) bonds issued by any supranational, multilateral or international organisation and (g) any securities not described in limbs (a) to (f), each of which are Japanese law governed securities issued pursuant to the Japanese Book-Entry Transfer Act;

II. Besondere Vereinbarungen zu den Sicherheitenvereinbarungen unter belgischem und / oder luxemburgischem Recht

Die folgenden Bestimmungen gelten nur, soweit die dazu bestimmten Felder angekreuzt sind:

1. Regelungen im Hinblick auf jede Sicherheitenvereinbarung unter belgischem Recht (IM-Security Agreement pursuant to Belgian Law):

a) Der Titel wird wie folgt neu gefasst:

"IM-Security Agreement pursuant to Belgian Law and - in relation to the Japanese law pledge (shichiken) – Japanese Law ("Agreement")"

b) In Nr. 2 werden folgende neue Definitionen eingefügt:

"Japanese Book-entry Transfer Act" means the Act on Book-Entry of Company Bonds, Shares etc. in Japan (shasai, kabushikitou no furikae ni kansuru houritsu); (Act No. 75 of 2001, as amended);

"Japanese Collateral" means (a) Japanese government bonds, (b) corporate bonds, (c) shares or equity of capital or corporations (including, without limitation, common shares, preferred shares and share acquisition rights) and convertible bonds, (d) exchange traded funds in the form of investment trust units, (e) investment units of any real estate investment corporation, (f) bonds issued by any supranational, multilateral or international organisation and (g) any securities not described in limbs (a) to (f), each of which are Japanese law governed securities issued pursuant to the Japanese Book-Entry Transfer Act;

c) In Nr. 3 Abs.1 wird folgender neuer Buchstabe (c) eingefügt:

"(c) also grants to the IM-Security Receiver a first priority pledge (shichiken) in such IM-Collateral which is Japanese Collateral, each time such Japanese Collateral is transferred by the IM-Security Provider to the IM-Security Receiver in accordance with the terms of this Agreement and the IM-Addendum. Notwithstanding Clause 17 of this Agreement, such pledge shall be governed by Japanese law."

d) Nr. 3 Abs. 2 wird wie folgt neu gefasst:

"The IM-Security Provider agrees that the Distributions that are not transferred to it pursuant to the IM-Addendum or this Agreement shall, as the case may be, be booked either (a) on the IM-Charged Custody Account and thus constitute Securities that fall within the scope of the commercial pledge referred to in Clause 3 sub-Clause 1(a) and, if such Securities constitute Japanese Collateral, in addition fall within the scope of the first priority pledge (shichiken) referred to in Clause 3 sub-Clause 1(c), or (b) on the IM-Charged Cash Account and thus constitute Cash that falls within the scope of the transfer of title by way of security as referred to in Clause 3 sub-Clause 1(b)."

e) Nr. 3 Abs. 4 wird wie folgt neu gefasst:

"The parties shall treat the IM-Accounts for all purposes as special segregated accounts specifically opened for the purpose of holding IM-Collateral in accordance with the Financial Collateral Law and, in respect of the IM-Collateral which is Japanese Collateral, also in accordance with the Japanese Book-entry Transfer Act and each party undertakes that it will not use the IM-Accounts for any other purpose."

f) In Nr. 7 Abs. 1 wird Buchstabe a) wie folgt neu gefasst:

"(a) enforce the pledge over the Securities pursuant to Article 8 §1 of the Financial Collateral Law and/ or Japanese law to the extent applicable in relation to the Japanese Collateral, by selling the Securities (or any of them) by way of private sale, public auction or other-wise; and/or"

2. Regelungen im Hinblick auf jede Sicherheitenvereinbarung unter luxemburgischem Recht (IM-Security Agreement pursuant to Luxembourg Law):

a) Der Titel wird wie folgt neu gefasst:

"IM-Security Agreement pursuant to Luxembourg Law and in relation to the Japanese law pledge (shichiken) – Japanese Law ("Agreement")"

b) In Nr. 2 werden folgende neue Definitionen eingefügt:

"Japanese Book-entry Transfer Act" means the Act on Book-Entry of Company Bonds, Shares etc. in Japan (shasai, kabushikitou no furikae ni kansuru houritsu); (Act No. 75 of 2001, as amended);

"Japanese Collateral" means (a) Japanese government bonds, (b) corporate bonds, (c) shares or equity of capital or corporations (including, without limitation, common shares, preferred shares and share acquisition rights) and convertible bonds, (d) exchange traded funds in the form of investment trust units, (e) investment units of any real estate investment corporation, (f) bonds issued by any supranational, multilateral or international organisation and (g) any securities not described in limbs (a) to (f), each of which are Japanese law governed securities issued pursuant to the Japanese Book-Entry Transfer Act;"

c) In Nr. 3 Abs.1 wird folgender neuer Buchstabe (c) eingefügt:

"(c) also grants to the IM-Security Taker a first priority pledge (shichiken) in such IM-Collateral which is Japanese Collateral, each time such Japanese Collateral is transferred by the IM-Security Provider to the IM-Security Taker in accordance with the terms of this Agreement and the IM-Addendum. Notwithstanding Clause 17 of this Agreement, such pledge shall be governed by Japanese law."

d) In Nr. 7 wird Abs. 1 erster Unterabsatz wie folgt neu gefasst:

"Enforcement of Pledge

At any time when an Enforcement Event in respect of the IM-Security-Provider has occurred and is continuing then, unless the IM-Security-Provider has paid in full all of its Secured Liabilities, the IM-Security-Receiver may immediately at its sole discretion, and without prior notice to the IM-Security-Provider (but subject to such notices and instructions to Clearstream in accordance with the IM-Custody Agreements), enforce the IM-Security Interest over the Charged Assets (or the relevant portion thereof) in relation to any Secured Liability in accordance with available procedures under Luxembourg law and/ or Japanese law to the extent applicable in relation to the Japanese Collateral, and in particular:"

II. Special provisions regarding the IM-Security Agreements pursuant to Belgian and/or Luxembourg Law

The following provisions only apply if the relevant boxes have been ticked:

1. Provisions regarding each IM-Security Agreement pursuant to Belgian Law

(a) The title shall be restated as follows:

(b) Clause 2 shall be amended by adding the following new definitions:

(c) Clause 3 sub-Clause 1 shall be amended by adding the following new lit. (c):

(d) Clause 3 sub-Clause 2 shall be restated as follows:

(e) Clause 3 sub-Clause 4 shall be restated as follows:

(f) In Clause 7 sub-Clause 1 lit. (a) shall be restated as follows:

2. Provisions regarding each IM-Security Agreement pursuant to Luxembourg Law:

(a) The title shall be restated as follows:

(b) Clause 2 shall be amended by adding the following new definitions:

(c) Clause 3 sub-Clause 1 shall be amended by adding the following new lit. (c):

(d) In Clause 7 sub-Clause 1 first sub-paragraph shall be restated as follows:

Muster

Unterschrift(en) des Vertragspartners

Signature(s) on behalf of the Counterparty

Unterschrift(en) der Bank

Signature(s) on behalf of the Bank