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Supplemental Agreement dated
to the agreements specified under Clause 4

Supplemental Agreement relating to the Contractual Recognition of Resolution Action under Japanese Law

between

Name and address of the Counterparty
(hereinafter referred to as the "Counterparty")

and

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

(Counterparty and Bank jointly hereinafter referred to as "Parties")

1. Purpose and Scope of Agreement

- (1) The Bank or the Counterparty is, or both are, subject to the requirements of Section III-11-3 of the "Comprehensive Guidelines for the Supervision of Major Banks, etc."
(主要行等向けの総合的な監督指針),
Section II-12-1 of the "Comprehensive Guidelines for the Supervision of Small and Medium Sized Enterprises and Regional Financial Institutions"
(中小・地域金融機関向けの総合的な監督指針),
Section II-5-4 of the "Comprehensive Guidelines for the Supervision of Insurance Companies"
(保険会社向けの総合的な監督指針), and
Section VI-8-3 of the "Comprehensive Guidelines for the Supervision of Financial Instruments Business Operators, etc."
(金融商品取引業者等向けの総合的な監督指針) (collectively hereinafter referred to as "Guidelines") as well as Article 137-3 and Article 131 of the "Deposit Insurance Act"
(預金保険法, hereinafter referred to as "DIA"). The parties hereto have entered into one or more master agreements in respect of Relevant Transactions, which, pursuant to the agreement of the parties, are governed by the laws of a Third Country. The parties hereto conclude this agreement in order to recognise the effect of a stay decision (ステイの決定) ("Stay Decision") under Article 137-3 DIA and the special provisions for procedures of creditor protection (債権者保護手続の特例等) ("Special Provisions for Procedures of Creditor Protection") prescribed in Article 131 DIA.
- (2) By entering into this Supplemental Agreement, the agreements referred to in Clause 4 will be amended between the parties, irrespective of whether the parties have entered into one or more agreements relating to the same subject matter.
- (3) If both, the Counterparty and the Bank have adhered to the ISDA 2015 Universal Resolution Stay Protocol or another protocol relating to contractual recognition of resolution action or an annex supplementing any such protocol, the respective protocol or annex will – to the extent these relate to the Stay Decision and the Special Provisions for Procedures of Creditor Protection – not form part of the agreements referred to in Clause 4, unless the parties hereto have explicitly agreed otherwise.

2. Definitions

In this Supplemental Agreement:

- "Resolution Action" means a measure described in Article 102 paragraph (1) DIA or Article 126-2 paragraph (1) DIA confirmed by the Prime Minister as well as the Stay Decision and the Special Provisions for Procedures of Creditor Protection;
- "Third Country" means each country except Japan; and
- "Relevant Transaction" means each contract, arrangement and similar agreement referred to in the aforementioned provisions of the Guidelines, in particular financial derivatives transactions, securities lending transactions and securities repurchase transactions.

3. Recognition of the Resolution Actions

- (1) If any Resolution Action is exercised in respect of a party or any of its Japanese group institutions being itself subject to the provisions of the DIA, the other party already now accepts the limitations to its rights arising from the agreements referred to in Clause 4 resulting from the exercise of such Resolution Action and agrees that the effect of the Stay Decision and the Special Provisions for Procedures of Creditor Protection apply to such agreements. The other party accepts such limitations to the extent that such limitations would apply to it, if the agreements referred to in Clause 4 were governed by Japanese laws pursuant to the agreement of the parties. Such acceptance, however, only applies if the Japanese Financial Services Agency, Prime Minister or Minister of State for Financial Services, upon a Stay Decision, issues a public statement either announcing the transfer of relevant master agreements and related collateral to a successor or designating a period for the temporary stay on termination rights not exceeding two Japanese business days.
- (2) Any Resolution Action taken with respect to a party or any of its Japanese group institutions under paragraph (1) above does not give rise to any termination rights, in particular it does not constitute a material cause (wichtiger Grund) for termination of a master agreement or – in case of an EMA – a "change of circumstances" leading to the right to terminate a master agreement.

4. Special Provisions

This Supplemental Agreement relates to the following agreements:

- a) Master Agreement for Financial Derivatives Transactions (2018)
- b) Master Agreement for Financial Derivatives Transactions (2001)
- c) Master Agreement for Securities Repurchase Transactions (Repos) (2005)
- d) Master Agreement for Securities Lending Transactions (1999)
- e) European Master Agreement – EMA
- f) Clearing-Master Agreement (2013)
- g) Clearing-Master Agreement 2019
- h) other agreements

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5. Applicable Law

This Supplemental Agreement, and any amendments made in any of the agreements specified in Clause 4 sub-Clause 1 as a consequence of this Supplemental Agreement, are in each case subject to the governing law of the agreement amended hereby.

6. Special agreements



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