



Annex 5 to the Terms of Use of AgroBrokBot (Offer)

ISDA®

International Swap and Derivatives Association, Inc.

STANDARD SCHEDULE to the 2002 Master Agreement

Version 1.0 dated as of 21st of November 2018

between

User 1 of AgroBrokBot
("Party A")

User 2 of AgroBrokBot
("Party B")

established as a corporate under the laws of its jurisdiction of incorporation/organisation and being the User under Terms of Use of AgroBrokBot (Offer) established as a corporate under the laws of its jurisdiction of incorporation/organisation and being the User under Terms of Use of AgroBrokBot (Offer)

Introductory Part. General Adherence Provisions.

Certain Definitions Relating to General Adherence Provisions. The following terms shall have the following meaning.

“**AgroBrokBot**”, “**ABB**” and “**ABB Platform**” shall mean the Public Viber Chat “AgroBrokBot” and any and all services provided by Ucclearing Limited and Commodity exchange “Central Commodity Counterparty” and refers to Ucclearing Limited and Commodity exchange “Central Commodity Counterparty” including but not limited to, their owners, directors, investors, officers, employees, agents or other related parties, unless otherwise provided herein.

“**Application for accession to the Terms of Use (Offer) of AgroBrokBot**” shall mean an application of the User by which the User agrees to adhere to the Terms of Use of AgroBrokBot (Offer).

“**Exchange**” shall mean Commodity exchange “Central Commodities Counterparty” with a company number 42023507 having its registered office at 33b Tarasa Shevchenko blvd., Kyiv, Ukraine.

“**UCCLEARING LIMITED**” shall mean Ucclearing Limited a company with a company number HE 390426 and a registered address at: Vasili Michailidi, 9, 3026, Limassol, Cyprus.

“**Terms of Use of AgroBrokBot (Offer)**” shall mean the Terms of Use published on the web-site www.ucclearing.com that constitute an electronic agreement between the User and the ABB that applies to the User's access and use of AgroBrokBot, any and all services, products and content provided by the ABB.

The terms "**User**", "**Order**", "**Instrument**", "**Buyer**", and "**Seller**" shall have the meaning ascribed to them in the Terms of Use of AgroBrokBot (Offer).

Standard Agreement. By way of executing and submitting to ABB the Application for accession to the Terms of Use (Offer) of AgroBrokBot each User of AgroBrokBot had adhered to the Terms of Use (Offer) of AgroBrokBot and agreed to be deemed to be entered into a bilateral ISDA 2002 Master Agreement in the form of the Standard Agreement, as defined below, with every other User of AgroBrokBot, as if they have signed, executed and delivered such an agreement with each other, and agreed to be bound by, and have the benefit of, the terms of such an agreement.

The *Standard Agreement* shall mean an agreement in the form of the ISDA 2002 Master Agreement and such an agreement shall include:

- (a) the printed form of ISDA Master Agreement;
- (b) the Schedule to the ISDA 2002 Master Agreement in the form of this Standard Schedule, as published on the web-site www.ucclearing.com and as may be amended from time to time by ABB (the *Standard Schedule*); and
- (c) the Credit Support Annex to the Schedule in the form of the 2016 Credit Support Annex for Variation Margin (VM) with standard elections and variables made in Paragraph 11 of the Credit Support Annex contemplated by the Standard Credit Support Annex to this Standard Schedule, as published on the web-site www.ucclearing.com and as may be amended from time to time by ABB (the *Standard Credit Support Annex*).

The *Master Agreement* shall mean an ISDA 2002 Master Agreement in the form of the Standard Agreement between a particular User 1 as Party A and a particular User 2 as Party B. The date of the Master Agreement shall be the date when User 2 as Party B has adhered to the Terms of Use of AgroBrokBot (Offer). User 1 (Party A) and User 2 (Party B) are further identified immediately below.

Party A and Party B. For the purposes of the Master Agreement, at the moment when the two Users enter into the first Transaction between them:

- (a) the User who submitted an Order for conclusion of the Instrument as a Buyer or an Order for purchase of the Instrument through the ABB Platform, shall be identified and viewed as, and remain for the purposes of all subsequent Transactions, User 1 and, respectively, Party A of the Master Agreement; and
- (b) the User who submitted an Order for conclusion of the Instrument as a Seller or an Order for sale of the Instrument through the ABB Platform shall be identified and viewed as, and shall remain for the purposes of all subsequent Transactions, User 2 and, respectively, Party B of the Master Agreement;

both (A) irrespectively of the fact that the first Transaction may expire before or after any other Transaction is entered into between such User 1 and User 2; and (B) irrespectively of the capacity (either Buyer or Seller) in which User 1 and User 2 act in all subsequent Transactions between them.

The references herein to a "Party" or the "Parties" shall mean references to both Party A and Party B.

Single Agreement. Each Transaction is entered into between the two Users (in a capacity of either a Buyer or a Seller, correspondingly) on the basis that:

- (a) the Transaction and a Confirmation relating to that Transaction shall be governed by the Master Agreement between such two Users; and
- (b) the Master Agreement between such two Users is incorporated by reference into the Confirmation relating to that Transaction so that this document and the relevant Confirmation shall form a single agreement between such two Users with respect to that Transaction; and
- (c) that Transactions, the Confirmation related to that Transaction, and the Master Agreement between such two Users shall form a single agreement with all other Transactions entered into between them and with all Confirmations related to such Transactions (collectively referred to as the **Agreement**).

It is understood that all the Users would not enter into any Transaction at ABB Platform except on the foregoing terms.

Transactions. References to a "Transaction" in this Agreement shall mean references to an "Instrument" under the Terms of Use of AgrobrokBot (Offer). The Transaction entered into between Party A and Party B and the Confirmation executed by Party A and Party B with respect to such Transaction shall supplement, form a part of, and be subject to, the Agreement (and for the avoidance of doubt with the Master Agreement always in the form of the Standard Agreement).

All references to the "Agreement" in any Confirmation, together with all other documents referring to an ISDA Master Agreement confirming any Transaction entered into between Party A and Party B (notwithstanding anything to the contrary in the Confirmation) shall be read and construed as references to the Agreement (and for the avoidance of doubt with the Master Agreement always in the form of the Standard Agreement).

Inconsistency. In the event of any inconsistency between the provisions of the Agreement and the Confirmation, the Agreement (for the avoidance of doubt with the Master Agreement always in the form of the Standard Agreement) will always prevail. Each of Party A and Party B had agreed to and acknowledged this by executing and submitting the Application for accession to the Terms of Use (Offer) of AgrobrokBot.

Part I. Termination Provisions.

- (a) "**Specified Entity**" means in relation to Party A for the purpose of:

Section 5(a)(v), not applicable;
Section 5(a)(vi), not applicable;
Section 5(a)(vii), not applicable;

Section 5(b)(v), not applicable; and

in relation Party B for the purpose of:

Section 5(a)(v), not applicable;
Section 5(a)(vi), not applicable;
Section 5(a)(vii), not applicable; Section
5(b)(v), not applicable.

- (b) "**Specified Transaction**" will have the meaning specified in Section 14 of this Agreement.
- (c) The "**Cross-Default**" provisions of Section 5(a)(vi) will apply to Party A, and will apply to Party B.

"**Specified Indebtedness**" will have the meaning specified in Section 14 of this Agreement and in addition will also include letters of credit and indebtedness for borrowed money.

"**Threshold Amount**" means:

with respect to Party A – 100.000,00 US Dollars; with

respect to Party B – 100.000,00 US Dollars.

- (d) The "**Credit Event Upon Merger**" provisions of Section 5(b)(v) will apply to Party A, and will apply to Party B.
- (e) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A, and will not apply to Party B.
- (f) "**Termination Currency**" means United States Dollars or, if not freely available, any such other currency as the Exchange may designate.
- (g) "**Additional Termination Event**" will not apply to Party A and will not apply to Party B.
- (h) Party A and Party B shall have full responsibility as to monitoring on their own the occurrence of an Event of Default or a Termination Event with respect to either Party A or Party B, as well as any related notices, and in no event ABB shall have any responsibility in this respect.

Part 2. Tax Representations

- (a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, Party A and Party B each make the following representations:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other Party under this Agreement. In making this representation, it may rely on:

- (i) the accuracy of any representations made by the other Party pursuant to Section 3(f) of this Agreement;
- (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other Party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and
- (iii) the satisfaction of the agreement of the other Party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other Party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement, Party A and Party B each make the following representations:

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "interest" provision or the "Other Income" provision, if any, of the Specified Treaty, if any, with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

"**Specified Treaty**" means any convention between the government or other competent authority of the jurisdiction of incorporation/organisation of Party A and the government or other competent authority of the jurisdiction of incorporation/organisation of Party B for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on property or a similar agreement.

"**Specified Jurisdiction**" means, with respect to Party A, the jurisdiction of incorporation/organisation of Party B and, with respect to Party B, the jurisdiction of incorporation/organisation of Party A.

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each of Party A and Party B agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents or certificates to be delivered are:

Party required to	Date by which to be deliver document
Form/Document/Certificate	delivered

Party A and Party B	Any form of document required or Upon request of Party A or reasonably requested by either Party Party B, respectively
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(as applicable) to allow the other Party to make payments under this Agreement without any deduction or withholding for or on account of any tax or with such deduction or withholding at a reduced rate **provided that**, notwithstanding the generality of the foregoing, if any such form, document or certificate is required to be approved, certified or otherwise accepted (by way of prior tax clearance or otherwise) by the government or taxing authorities of the jurisdiction of incorporation/organisation of one Party (the **first Party**) to allow payments by the other Party without deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate, the first Party shall use its reasonable efforts to obtain such approval, certification or acceptance.

(b) Other documents to be delivered are:

Party required to deliver document	<u>Form/Document/Certificate</u>	<u>Date by which to be delivered</u>	<u>Covered by Section 3(d) Representation</u>
Party A / Party B	Satisfactory and reasonable evidence as determined by the receiving Party of the authority of the persons signing the Agreement on behalf of the other Party	Promptly after written request, including the request made through ABB Platform	Yes
Party A / Party B	A certified copy of the corporate resolution of the Party's board of directors (or other corporate approval) authorising the execution of this Agreement and each Confirmation and the	Promptly after written request, including the request made through ABB Platform	Yes
Party required to deliver document	<u>Form/Document/Certificate</u>	<u>Date by which to be delivered</u>	<u>Covered by Section 3(d) Representation</u>
	performance of the Party's obligations thereunder		

Party A / Party B	A letter from the Process Agent in England and Wales, if specified in Part 4(b) of this Agreement and designated	Upon designation	Yes
Party A / Party B	Any Credit Support Document, if specified in Part 4(f) herein	Upon execution of a Credit Support Document	No
Party A / Party B	Such documentation as may reasonably be required by Party A / Party B in order for it to obtain a Legal Opinion in a form satisfactory to Party A / Party B	Promptly after written request, including the request made through ABB Platform	Yes
Party A / Party B	Such other documents as may be reasonably requested by Party A / Party B	Promptly after written request, including the request made through ABB Platform	Yes

Part 4. Miscellaneous.

- (a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A: Party B shall use the details for notices or communications to Party A contemplated by Party A in the Application for accession to the Terms of Use (Offer) of AgroBrokBot of Party A, as notified by ABB, or included in the Confirmation.

Address for notices or communications to Party B: Party A shall use the details for notices or communications to Party B contemplated by Party B in the Application for accession to the Terms of Use (Offer) of AgroBrokBot of Party B, as notified by ABB, or included in the Confirmation.

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: shall be designated by a separate letter to the other Party when necessary and required by the other Party.

Party B appoints as its Process Agent: shall be designated by a separate letter to the other Party when necessary and required by the other Party.

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

- (e) **Calculation Agent.**

The Exchange is hereby designated the Calculation Agent with respect to any and all Transactions entered into between Party A and Party B, and in such capacity, on each date when any calculation,

determination, notice or other action is required to be made by the Calculation Agent, the Exchange will (a) calculate and/or determine amounts, values, prices, rates, occurrence, non-occurrence, existence or absence of events, facts and/or circumstances (except for Events of Default and Termination Events), and (b) deliver to the Parties respective notices, and (c) perform any other functions and actions as may be required from the Calculation Agent under the ISDA Definitions and the Agreement (altogether (a), (b) and (c) are referred to as the **Determinations**).

All Determinations by the Calculation Agent shall, in the absence of a manifest error, be conclusive for all purposes and binding on the Parties. The Calculation Agent may not be removed by the Parties. The Calculation Agent may be removed by ABB at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by ABB, ABB will promptly appoint a replacement Calculation Agent and notify the Parties by way of publication on the web-site www.ucclearing.com or otherwise. The Calculation Agent may not resign its duties without a successor having been duly appointed.

(f) **Determining Party.**

The definition of "Determining Party" in Section 14 of this Agreement shall be deleted in its entirety and replaced with the following:

"Determining Party" means the person determining a Close-out Amount and such person in all cases shall be the Exchange. The Determining Party may not be removed by the Parties. The Determining Party may be removed by ABB at any time. If the Determining Party is unable or unwilling to act as such or is removed by ABB, ABB will promptly appoint a replacement Determining Party and notify the Parties by way of publication on the web-site www.ucclearing.com or otherwise. The Determining Party may not resign its duties without a successor having been duly appointed.

(g) **Credit Support Document.**

In respect of Party A: None.

In respect of Party B: None.

(h) **Credit Support Provider.**

In respect of Party A: None.

In respect of Party B: None.

(i) **Governing Law.** This Agreement, and all non-contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with laws of England and Wales.

(j) **Netting of Payments.**

Multiple Transaction Payment Netting will not apply.

(k) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement.

(l) **Absence of Litigation.** For the purposes of Section 3(c):

"Specified Entity" means in relation to Party A, not applicable.

"Specified Entity" means in relation to Party B, not applicable.

- (m) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.
- (n) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, the following will constitute an Additional Representation:

Relationship Between Parties. Each Party will be deemed to represent to the other Party on the date on which it enters into a Transaction that (absent a written agreement between the Parties that expressly imposes affirmative obligations to the contrary for that Transaction):

- (1) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction 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 that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. 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 that Transaction.
 - (2) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
 - (3) **Status of Parties.** The other Party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
- (o) **Recording of Conversations.** Each Party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the Parties in connection with this Agreement or any Transaction, including a potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.
 - (p) **Third Party Rights.** Nothing in this Agreement is intended to confer on any person any right to enforce any term which that person would not have but for the Contracts (Rights of Third Parties) Act 1999.
 - (q) **Waiver.** Parties hereby expressly waive all rights to, and expressly agree not to contest any Transaction, or assert or otherwise raise any defences or arguments related to any Transaction to the effect that such is not binding, valid or enforceable in accordance with its terms because either the employee(s) or representative(s) who have entered into the Transaction on behalf of a Party, and who appeared to have the requisite authority to do so, did not, in fact, have such authority or because the provisions of certain applicable laws require the Transaction to be in writing and/or executed by one or both Parties.
 - (r) **Counterparts and Confirmations.** Sub-sections (i) and (ii) of Section 9(e) of this Agreement shall be deleted in their entirety and replaced with the following sub-sections:
 - (i) The Master Agreement (and each amendment, modification and waiver in respect of it) shall be deemed executed in writing and delivered in counterparts, each of which will be deemed an original, in accordance with and as provided for in the "Introductory Part. General Adherence Provisions" of the Standard Schedule.



- (ii) The Parties intend that they are legally bound by the terms of each Transaction from the moment they have both confirmed the Transaction in ABB Platform between them as the Buyer and the Seller (respectively) in accordance with Terms of Use of AgrobrokBot (Offer). A Confirmation shall be automatically generated by ABB Platform thereafter.
 - (iii) The Parties must execute and deliver the Confirmation:
 - not later than the next day after the date of the Transaction (Trade Date), if either of the Parties is an NFC+, as specified in Part 5(i) of this Schedule;
 - not later than the second next day the date of the Transaction (Trade Date), if both Parties are NFC-, as specified in Part 5(i) of this Schedule.
 - (iv) The Confirmation may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of the scanned copies of duly signed Confirmations in Portable Document Format (PDF) or other format for graphic images widely used on ABB Platform or by e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement.
 - (v) A Confirmation shall be deemed in writing if entered through the means indicated in subsection (iv) above. The use of such means shall be deemed to duly comply with the written form requirement relating to execution of the Transaction.
 - (vi) Upon request of either Party, the terms of each Transaction shall be further evidenced by an original hardcopy Confirmation but in no event the absence of an original hardcopy Confirmation will affect the Transaction, its existence, legal and binding force and validity for the Parties.
- (s) ***Jurisdiction and Arbitration***

Section 13(b) (*Jurisdiction*) of this Agreement shall be deleted in its entirety and replaced with the following:

(b) ***Arbitration.***

Any and all disputes arising out of or under this Agreement or any claim regarding the interpretation or execution of this Agreement shall be determined by arbitration in accordance with the GAFTA Simple Dispute Arbitration Rules No.126., which are deemed to be incorporated by reference into this Section 13(b), in such claims the Parties further agree to include recourse to the English Courts for a possible Judicial Review/Appeal and to include the right of appeal to the GAFTA Committee of Appeal as provided in GAFTA Arbitration Rules No.125, which are deemed to be incorporated by reference into this Section 13(b).

The Parties hereby expressly agree that any Dispute will necessarily require resolution as a matter of exceptional urgency.

Part 5. Other Provisions.

- (a) **ISDA Definitions.** Reference is hereby made to the 2006 ISDA Definitions (the "**2006 Definitions**") and the 1998 FX and Currency Option Definitions (the "**FX Definitions**") and the 2005 ISDA Commodity Definitions (the "**Commodity Definitions**"), each as published by the International Swaps and Derivatives Association, Inc., which are hereby incorporated by reference herein. Any

terms used and not otherwise defined herein which are contained in the ISDA Definitions shall have the meaning set forth therein.

- (b) **Inconsistency.** In the event of any inconsistency between any of the following documents, the relevant document first listed below shall govern (i) any election of variables under the Standard Credit Support Annex; (ii) this Standard Schedule; (iii) a Confirmation; (iv) the Commodities Definitions; (v) the FX Definitions; (vi) the 2006 Definitions; and (vi) the printed form of ISDA Master Agreement.
- (c) **Amendments.** Section 9(b) shall be deleted in its entirety and replaced with the following:
- "(b) **Amendments.** An amendment, modification or waiver in respect of this Master Agreement will only be effective if made and announced as such an amendment, modification or waiver made by ABB to the Standard Agreement by way of publication on the web-site www.ucclearing.com, or otherwise. If an amendment, modification or waiver in respect of this Master Agreement is made and announced by ABB, as provided for above, such an amendment, modification or waiver shall enter into force and be binding for each Party from the date of its announcement, unless otherwise specified by ABB. ABB may suggest that certain amendment, modification or waiver in respect of this Agreement is expressly accepted or rejected by each Party at such Party's discretion."
- (d) **Severability.** In the event that one or more of the provisions contained in the Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be impaired thereby. The Parties shall endeavour, in good faith negotiations, to replace the invalid, illegal or unenforceable provision with valid, legal or enforceable provisions, the economic effect of which comes as close as reasonably possible to that of the invalid, illegal or unenforceable provision.
- (e) **Scope of Agreement.** Notwithstanding anything contained in this Agreement to the contrary, any transaction which may otherwise constitute a "Specified Transaction" for purposes of this Agreement which has been or will be entered into between the Parties at ABB Platform shall constitute a "Transaction" which is subject to, governed by, and construed in accordance with the terms of this Agreement.
- (f) **Incorporation of the ISDA 2002 Master Agreement Protocol.** The Parties agree that the definitions and provisions contained in Section 6 and Annexes 1 to 18 of the 2002 Master Agreement Protocol published by the International Swaps and Derivative Association, Inc. on July 15th 2003 are incorporated and apply to this Agreement.
- (g) **ISDA FATCA Provision (withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act).** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement."

- (h) **Trade reporting, disclosure of information, and record retention.** Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between Party A and Party B, each Party hereby mutually agree that the consent to disclosure of information set out in the Attachment to the ISDA 2013 Reporting Protocol as published by the International Swaps and Derivatives Association on 10 May 2013 shall be incorporated by reference to this Agreement provided that references to "Protocol Covered Agreement" therein shall be deemed to read "this Agreement" and "references to "the parties" therein shall be deemed to refer to "Party A and Party B".
- (i) **Representation as to status under EMIR.** The Parties agree that the amendments set out in the attachment to the ISDA 2013 EMIR NFC Representation Protocol published by the International Swaps and Derivatives Association, Inc. on 8 March 2013 and available on the ISDA website (www.isda.org) (the *NFC Protocol*) are incorporated herein as if set out in full in this Agreement but with the amendments, as follows.
- (i) The definition of "**Adherence Letter**" is deleted and references to a party adhering, a party's adherence or a party having adhered to the Protocol as a "party making the NFC Representation", an "NFC+ Party" or a "party that does not make the NFC Representation" will be construed as such party executing this Agreement while making the statement that it is a party which is a party making the NFC Representation, an NFC+ Party or a party that does not make the NFC Representation in accordance with sub-paragraph (ii) (*Confirmation of Status*) immediately below.
- (ii) **Confirmation of Status**
- Party A confirms that it is a party making the NFC Representation or a party which is a NFC+ Party making the NFC Representation, as Party A has indicated (and such an indication shall be deemed as its respective representation) in the Application for accession to the Terms of Use (Offer) of AgroBrokBot made by Party A.
- Party B confirms that it is a party making the NFC Representation or a party which is a NFC+ Party making the NFC Representation, as Party B has indicated (and such an indication shall be deemed as its respective representation) in the Application for accession to the Terms of Use (Offer) of AgroBrokBot made by Party B.
- Upon request, ABB provides each Party with the information as to the status under EMIR of the other Party announced by this other Party in its Application for accession to the Terms of Use (Offer) of AgroBrokBot, and notifies each Party on the changes of such status which, and after, ABB has become aware of. ABB shall not be responsible for the accuracy of the confirmation of the status under EMIR made by each Party in its Application for accession to the Terms of Use (Offer) of AgroBrokBot or further notified to ABB.
- If either Party A or Party B has made the representation that it is a non-financial counterparty which is not subject to the mandatory clearing obligations specified in EMIR also known as "NFC-" and such Party changes its classification under EMIR as an NFC-, such Party will immediately notify the other Party and ABB.
- (iii) The definition of "effectively delivered" is amended by replacing the words "the Adherence Letter" with the words "this Agreement".
- (iv) Counterparty Manager is applicable.

- (v) For the purposes of the definition of "effectively delivered", Party A's address details to which any Clearing Status Notice, Non-Clearing Status Notice, NFC+ Representation Notice, NFC Representation Notice or Non-representation Notice should be delivered are specified in Part 4(a) of this Schedule. For the purposes of the definition of "effectively delivered", Party B's address details to which any Clearing Status Notice, Non-Clearing Status Notice, NFC+ Representation Notice, NFC Representation Notice or Non-representation Notice should be delivered are specified in Part 4(a) of this Schedule.
- (vi) The definition of "Protocol" is deleted.
- (j) **Portfolio Reconciliation and Dispute Resolution.** Notwithstanding anything to the contrary in this Agreement or in any other agreement between Party A and Party B, each Party hereby mutually agree that the processes and procedure in relation to portfolio reconciliation and dispute resolution as set out in Part I of the Attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol as published by the International Swaps and Derivatives Association on 19 July 2013 shall be incorporated by reference to this Agreement and provided that: (A) "references to "the parties" therein shall be deemed to refer to "Party A and Party B" herein; (B) each of Party A and Party B shall be the Portfolio Data Sending Entity; and (C) each of Party A and Party B will use ABB as its agent and third party service provider for the purposes of performing all of the actions in relation to portfolio reconciliation and dispute resolution.

Irrespective of the fact that each Party appoints ABB as its agent and third party service provider for the purposes of performing all of the actions in relation to portfolio reconciliation and dispute resolution, the Parties shall remain fully responsible for their compliance with the EMIR requirements and procedures.
- (k) **Further Representation of Both Parties.** In addition and without prejudice to the representations contained in sub-sections 3(a) to (g) of this Agreement, Party A and Party B each represent and warrant to each other, and the below will be deemed to be "Additional Representation" for the purposes of Section 3 of the Agreement (which representations will be deemed to be repeated by each Party on each date on which a Transaction is entered into as repeated) that:
 - (i) appointment of an agent for service of process (when made) is made on its behalf by an authorised person;
 - (ii) the Application for accession to the Terms of Use (Offer) of AgrobrokBot is duly and properly signed, executed and delivered on its behalf by an authorised person.