



Annex 6 to the Terms of Use of AgroBrokBot (Offer)

Paragraph 11 Elections and Variables

Introductory Part. General Adherence Provisions.

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 this Standard Credit Support Annex to this Standard Schedule, as follows and 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*).

All other capitalized terms, as used herein, shall have the meaning given to them in the Standard Schedule, including the definitions of Party A and Party B.

(a) ***Base Currency and Eligible Currency.***

- (i) ***"Base Currency"*** means United States Dollars (“USD”).
- (ii) ***"Eligible Currency"*** means Base Currency.

(b) ***Covered Transactions"; "Exposure"***

- (i) The term ***"Covered Transactions"*** as used in this Annex includes any Transaction. The Parties may not exclude any Transactions from the Covered Transactions. Any such agreement, including any such agreement made in a Confirmation, between the Parties to exclude any Transaction from the Covered Transactions shall not have effect and be null and void (but without affecting *per se* other provisions of such a Confirmation).
- (ii) ***"Exposure"*** has the meaning specified in Paragraph 10.

P&L is calculated by the following formula (for a Specified Period (also as Report Period) and for Specified Instrument):

$MtM = (\text{Market Value Current} - \text{Market Value Prior}) + (\text{Volume} - \text{Prior Volume}) * \text{Price}$, where

“Market Value Current” is a product of Volume and Settlement Price, where

“Volume” means the sum of cumulative Total Notional Quantity of all Long Positions of the User for a Report Period and a product of (-1) and Total Notional Quantity of all Long Positions of the User for a Report Period both calculated at the last date of Report Period

“Settlement price” is set by the Commodity Exchange on its own discretion for the last date of the Report Period.

“Market Value Prior” is a product of Prior Volume and Prior Settlement Price, where
 “Prior volume” means the sum of cumulative Total Notional Quantity of all Long Positions of the Party for a Period from August 6, 2018, to the last Local Business Date, preceding the Report Period, and a product of (-1) and Total Notional Quantity of all Long Positions of the Party for a Period from August 6, 2018, to the last Local Business Date, preceding the Report Period both calculated at the end of the last Local Business Date preceding the Report Period;
 “Prior Settlement Price” is set by the Commodity Exchange on its own discretion for the first date of the Report Period

”Price” means weighted average value of Positions of the Party for the Report Period

Exposure means “MtM Credit” as specified in the MtM Report of the Calculation Agent and is a product of (1) the difference between (a) Price and (b) Settlement Price and (2) a Volume.

(c) **Credit Support Obligations.**

(i) **Delivery Amount (VM) and Return Amount (VM).**

(A) **“Delivery Amount (VM)”** has the meaning specified in Paragraph 2(a), except that when the NFC Regime applies the Transferee’s Exposure for the purpose of calculating the Delivery Amount (VM) shall be reduced by the NFC Threshold of the Transferor.

(B) **“Return Amount (VM)”** has the meaning specified in Paragraph 2(b), except that when the NFC Regime applies the Transferee’s Exposure for the purpose of calculating the Return Amount (VM) shall be reduced by the NFC Threshold of the Transferor.

(ii) **Eligible Credit Support (VM).** Subject to Paragraph 9(e) if applicable, and each Credit Support Eligibility Condition (VM) applicable to it specified in Paragraph 11, if any, the following items will qualify as **“Eligible Credit Support (VM)”** for the party specified (as the Transferor):

		Valuation Percentage
A)	Cash in Eligible Currency	100%

(iii) **Legally Ineligible Credit Support (VM).** The provisions of Paragraph 9(e) will not apply to each of the parties as the Transferee.

(A) **“Total Ineligibility Date”** has the meaning specified in Paragraph 9(e)

(B) **“Transfer Ineligibility Date”** has the meaning specified in Paragraph 9(e)

(iv) **Credit Support Eligibility Conditions (VM)** The following conditions will each be a **“Credit Support Eligibility Condition (VM)”** for the party specified. Any item will not qualify as Eligible Credit Support (VM) if such item does not satisfy each Credit Support Eligibility Condition (VM) applicable to it.

(v) **“Valuation Percentage”; “FX Haircut Percentage”**

(A) **“Valuation Percentage”** means, with respect to each party (as the Transferor) and item of Eligible Credit Support (VM), the percentage (expressed as a decimal) specified in Paragraph 11(c)(ii), provided that if nothing is specified in Paragraph 11(c)(ii), the Valuation Percentage will be 100%.

If at any time the Valuation Percentage assigned to an item of Eligible Credit Support (VM) with respect to a party (as the Transferor) under this Annex is greater than the maximum permitted valuation percentage (prescribed or implied) for such item of collateral under any law applicable to a party, then the Valuation Percentage with respect to such item of Eligible Credit Support (VM) will be such maximum permitted valuation percentage.

(B) "**FX Haircut Percentage**" means, with respect to each party (as the Transferor) and item of Eligible Credit Support (VM), 8%, unless the Eligible Credit Support (VM) or Equivalent Credit Support (VM) is denominated in a currency that matches an Eligible Currency, in which case the FX Haircut Percentage will be 0%.

(vi) **Thresholds.**

(A) "Minimum Transfer Amount" means with respect to Party A: USD 20,000;
"Minimum Transfer Amount" means with respect to Party B: USD 20,000;

provided, that if an Event of Default or Additional Termination Event has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to that party shall be zero.

In the event specified in Paragraph 11(c)(vi)(C) the NFC Minimum Transfer Amount shall apply instead of Minimum Transfer Amount.

(B) **Rounding.** The Delivery Amount (VM) and the Return Amount (VM) will be rounded up and down respectively to the nearest integral multiple of USD 1,000 provided that if an amount corresponds to the exact half of such multiple, then it will be rounded up; and provided further that, for the purpose of the calculation of the Return Amount (VM) where a party's Exposure is, or is deemed to be, zero, the Return Amount (VM) shall not be rounded and the Minimum Transfer Amount shall be zero.

(C) **NFC Regime and NFC Threshold.**

"NFC Regime" means, with respect to the Parties and their rights and obligations under this Credit Support Annex, that if, and as long as, both Party A and Party B have the NFC- status under EMIR the NFC Threshold shall be applicable for the purpose of calculation of the Delivery Amount (VM) and the Return Amount (VM), and the NFC Minimum Transfer Amount for both Parties shall apply.

"NFC Threshold" means, with respect to a Party, the Base Currency Equivalent of the amount specified as such for that party in this Paragraph 11(c)(vi)(C).

NFC Threshold means with respect to Party A: USD 20,000, unless other specified by the Parties in a Confirmation;

NFC Threshold means with respect to Party B: USD 20,000, unless other specified by the Parties in a Confirmation.

"NFC Minimum Transfer Amount" means, with respect to a Party, the amount specified as such for that party in this Paragraph 11(c)(vi)(C).

NFC Minimum Transfer Amount means with respect to Party A: USD 5,000;

NFC Minimum Transfer Amount means with respect to Party B: USD 5,000

provided, that if an Event of Default or Additional Termination Event has occurred and is continuing with respect to a party, the NFC Minimum Transfer Amount with respect to that party shall be zero.

- (vii) **Transfers. “Regular Settlement Day”** has the meaning specified in Paragraph 10.
- (d) **Valuation and Timing.**
- (i) **“Valuation Agent”** means, for purposes of Paragraphs 2, 4, and 5(c), the Exchange.
- The Valuation Agent may not be removed by the Parties. The CCC Exchange is agreed to be the Valuation Agent. The Valuation Agent may not resign its duties without a successor having been duly appointed.
- (ii) **“Valuation Date”** has the meaning specified in Paragraph 10
- For purposes of determining the Valuation Date and clause (iii) of the definition of “Local Business Day” in Paragraph 10, **“Valuation Date Location”** means, with respect to each party, each city, region or country specified below:
- Party A: registered office of the Valuation Agent;
Party B: registered office of the Valuation Agent.
- (iii) **“Valuation Time”** has the meaning specified in Paragraph 10
- (iv) **“Notification Time”** means 11 a.m., CEE time, on a Local Business Day.
- (e) **“Exchange Date”** has the meaning specified in Paragraph 3(c)(ii)
- (f) **Dispute Resolution.**
- (i) **“Resolution Time”** means 1:00 p.m., CEE time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.
- (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance (VM) or of any transfer of Eligible Credit Support (VM) or Equivalent Credit Support (VM), as the case may be, will be calculated by the Valuation Agent as provided in the definition of “Value” in Paragraph 10.:
- (iii) **Alternative.** The provisions of Paragraph 4 will apply
- (g) **Distributions and Interest Amount (VM).**
- (i) **Interest Rate (VM).** The **“Interest Rate (VM)”** is not applicable.
- (ii) **Transfer of Interest Payment (VM) or application of Interest Amount (VM).**



Interest Transfer: Not applicable.

Interest Payment Netting: Not applicable.

The transfer of an Interest Payment (VM) by the Interest Payer (VM) will be made no later than five (5) Local Business Days after the last Local Business Day of each calendar month.

Interest Adjustment: Not Applicable.

(iii) ***Other Interest Elections***

Negative Interest: Not Applicable

Daily Interest Compounding: Not Applicable.

(iv) ***Alternative to Interest Amount (VM)***. The provisions of Paragraph 5(c)(ii) will apply, unless otherwise specified here: None.

(h) ***Credit Support Offsets.***

If specified here as applicable, then the "Credit Support Offsets" provisions in Paragraph 9(h) of this Annex will apply: Not Applicable.

(i) ***Addresses.***

(i) ***Demands and Notices.***

All demands, specifications and notices under this Annex will be made pursuant to Section 12(a) of this Agreement, unless otherwise specified here:

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 AgrokBot of Party A, as notified by ABB and/or included in the Confirmation.

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 AgrokBot of Party B, as notified by ABB and/or included in the Confirmation.

(ii) ***Addresses for Transfers.***

Party A: Cash/Interest Payments: (USD Only)

Party B shall use the details contemplated by Party A in the Application for accession to the Terms of Use (Offer) of AgrokBot of Party A, as notified by ABB and/or included in the Confirmation.

Party B: Cash/Interest Payments: (USD Only)

Party A shall use the details contemplated by Party B in the Application for accession to the Terms of Use (Offer) of AgrokBot of Party B, as notified by ABB and/or

included in the Confirmation.

Notwithstanding Section 12 of this Agreement, all notices given by a party under this Annex may also be given in writing by e-mail, provided that any demand or notice delivered by e-mail will be deemed effective when such e-mail message is delivered, unless the date of delivery is not a Local Business Day or the e-mail is delivered after the close of business on a Local Business Day, in which case the e-mail will be deemed given and effective on the first following day that is a Local Business Day.

(j) **Other CSA.** "*Other CSA*" has the meaning specified in Paragraph 10.

(k) **Other Provisions.**

(i) Amendment of Paragraph 6.

Paragraph 6 is amended as follows:

- (a) deleting the phrase “as a result of an Event of Default in relation to a party” and replacing it by “in respect of all outstanding Transactions”; and
- (b) inserting the words "or an Affected Party" after the words "Defaulting Party" where such words appear in the fourth line of this paragraph.

(ii) **No waiver**

Notwithstanding any other provision in this Agreement to the contrary, no full or partial failure to exercise and no delay in exercising, on the part of Party A or Party B, any right, remedy, power or privilege permitted hereunder shall operate in any way as a waiver thereof by such party, including without limitation any failure to exercise or any delay in exercising to any or to the full extent of such party's rights with respect to transfer timing pursuant to Paragraph 3(a) regardless of the frequency of such failure or delay