Note to Adhering Parties

The process for adhering to this German Jurisdictional Module is set forth in paragraph 1 of the Protocol. By adhering to this German Jurisdictional Module, a Module Adhering Party agrees to amend the agreements set forth in this German Jurisdictional Module that it has entered into with, provided to or received from any “Regulated Entity” that such Module Adhering Party has designated as a “Regulated Entity Counterparty” with respect to it. The amendments provided in this German Jurisdictional Module shall be made to each such agreement.

As provided in paragraph 1 of the Protocol, an Adhering Party that is subject to the German Legislation can identify itself as a “Regulated Entity” for purposes of this German Jurisdictional Module. Each such “Regulated Entity” agrees to amend certain agreements that it has entered into with, provided to or received from any Module Adhering Party that has designated the “Regulated Entity” as a Regulated Entity Counterparty.

This German Jurisdictional Module (the “German Jurisdictional Module”) is a “Jurisdictional Module” for purposes of the ISDA Resolution Stay Jurisdictional Modular Protocol (the “Protocol”).

As provided in paragraph 1 of the Protocol, (i) an Adhering Party that identifies itself as a Module Adhering Party with respect to this German Jurisdictional Module in its Adherence Letter shall be a Module Adhering Party with respect to this German Jurisdictional Module and (ii) an Adhering Party that identifies itself as a Regulated Entity with respect to this German Jurisdictional Module in its Adherence Letter shall be a Regulated Entity Counterparty with respect to any Module Adhering Party that identifies such Adhering Party as a Regulated Entity Counterparty in its Adherence Letter or through the delivery of a Module Adherence Notice, with respect to this German Jurisdictional Module (in the manner provided in paragraph 2 of the Protocol).

A Module Adhering Party and a Regulated Entity Counterparty with respect to such Module Adhering Party each agree that the terms of this German Jurisdictional Module, including the amendments contained herein, shall apply to each German Regulated Agreement between such Module Adhering Party and such Regulated Entity Counterparty, each German Regulated Agreement provided by such Regulated Entity Counterparty for the benefit of such Module Adhering Party and each German Regulated Agreement provided by such Module Adhering Party for the benefit of such Regulated Entity Counterparty (each such agreement, a “Covered Agreement”).

Capitalized terms not defined herein have the meaning ascribed to them in the Protocol.
1. **Rule of Construction**

Words and phrases in quotation marks have the meaning given in the German Legislation to the bracketed German word or phrase immediately following such word or phrase, and such words or phrases as used in this German Jurisdictional Module shall be interpreted in accordance with the German Legislation.

2. **Effectiveness**

(a) Subject to clause (b) below, a Module Adhering Party and a Regulated Entity Counterparty with respect to such Module Adhering Party agree that with respect to the Covered Agreements between such parties, provided by such Regulated Entity Counterparty for the benefit of such Module Adhering Party or provided by such Module Adhering Party for the benefit of such Regulated Entity Counterparty, the amendments in paragraph 3 hereof shall be deemed to be made to such Covered Agreements as of the Implementation Date for this German Jurisdictional Module.

(b) The amendments in paragraph 3 hereof shall not apply to a Covered Agreement if either:—

(i) the Regulated Entity Counterparty that is a party to such Covered Agreement does not satisfy the definition of Regulated Entity in this German Jurisdictional Module; or

(ii) either the Module Adhering Party or the Regulated Entity Counterparty enters into the relevant Covered Agreement in the capacity of an Excluded Counterparty.

3. **Stay in Resolution**

(a) A Module Adhering Party and each Regulated Entity Counterparty with respect to such Module Adhering Party agree that, with respect to each Covered Agreement between such Module Adhering Party and Regulated Entity Counterparty, provided by such Regulated Entity Counterparty for the benefit of such Module Adhering Party or provided by such Module Adhering Party for the benefit of such Regulated Entity Counterparty:—

(i) the Module Adhering Party “acknowledges” [anerkennen] that the “provisions regarding the temporary suspension of termination rights and other contractual rights” [Bestimmungen zur vorübergehenden Aussetzung von Beendigungsrechten und sonstigen vertraglichen Rechten] pursuant to Sections 82 to 84, 144(3), and 169(5) numbers 3 and 4 of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz] may be applied to the “liability” [Verbindlichkeit] of the Regulated Entity Counterparty; and

(ii) the Module Adhering Party “accepts” [einverstanden erklären] a “suspension of termination rights and other contractual rights” [Aussetzung von Beendigungsrechten und sonstigen vertraglichen Rechten] pursuant to Sections 82
to 84, 144(3), and 169(5) numbers 3 and 4 of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz] with respect to the Regulated Entity Counterparty.

4. Definitions

As used in this German Jurisdictional Module:

“Covered Agreement” has the meaning given to such term in the opening paragraphs hereof.

“Excluded Counterparty” means a “participant in a system” [Teilnehmer von einem System], an “operator of systems” [Systembetreiber], a “central counterparty” [zentrale Gegenpartei], or a “central bank” [Zentralbank] pursuant to Section 84(4) of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz].

“German Regulated Agreement” means a “financial contract” [Finanzkontrakt] within the meaning of Section 2(3) no. 21 of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz] which is governed by “third country law” [Recht eines Drittstaats], or the “legal venue” [Gerichtsstand] for the agreement has been explicitly agreed to be a “third country” [Drittstaat] that is identified in the “financial contract” [Finanzkontrakt]. If the party to, or beneficiary of, the “financial contract” [Finanzkontrakt] is an “affiliated entity” [gruppenangehöriges Unternehmen] of an “institution” [Institut], and the affiliated entity is “incorporated abroad” [mit Sitz im Ausland], such “financial contract” [Finanzkontrakt] shall only be a “German Regulated Agreement” if it contains termination rights or other contractual rights within the meaning of Sections 82 to 84, 144(3), and 169(5) numbers 3 and 4 of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz] which would otherwise become exercisable due to a contractual reference to the “domestic affiliated entity” [gruppenangehöriges Unternehmen mit Sitz im Inland].

“German Legislation” means Section 60a of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz] as construed in accordance with German law.

“Regulated Entity” means any:—

(a) “institution” [Institut] within the meaning of Section 2(1) of the German Recovery and Resolution Act [Sanierungs- und Abwicklungsgesetz]; or

(b) “affiliated entity” [gruppenangehöriges Unternehmen] of such “institution” [Institut].