Note that ISDA has not independently investigated the application of the ISDA 2015 Universal Resolution Stay Protocol to any of the contracts covered by the scope of the Other Agreements Annex, including any potential effects on the enforceability of netting provisions or the treatment of such agreements for capital purposes. As with the ISDA 2015 Universal Resolution Stay Protocol generally, adherence to the Other Agreements Annex is voluntary, and Adhering Parties to the Annex will be solely responsible for understanding its effects and any consequences of their adherence.

OTHER AGREEMENTS ANNEX to the ISDA 2015 UNIVERSAL RESOLUTION STAY PROTOCOL

This Other Agreements Annex (“Other Agreements Annex”) is an “Other Agreements Annex” for purposes of the ISDA 2015 Universal Resolution Stay Protocol (the “Protocol”) and shall be binding with respect to each Adhering Party that adheres to this Other Agreements Annex (an “Annex Adhering Party”). Capitalized terms not defined herein have the meaning ascribed to them in the Protocol or the Attachment.

1. Attachment Applies to Other Agreements.

(a) Each Annex Adhering Party agrees that with respect to itself and any other Annex Adhering Party (such other Annex Adhering Party, a “Regulated Counterparty”), each of the following agreements, other than ISDA Master Agreements or SFT Master Agreements, shall also be Covered Agreements:—

(i) For purposes of Section 1 of the Attachment, with respect to the Resolution of the Regulated Counterparty or a Related Entity of such Regulated Counterparty under a Special Resolution Regime applicable to such Regulated Counterparty or Related Entity (an “Applicable SRR”), each Regulation Covered Agreement with respect to such Regulated Counterparty and the Applicable SRR executed or entered into by such Annex Adhering Party with such Regulated Counterparty, executed by such Annex Adhering Party and provided to such Regulated Counterparty or executed by such Regulated Counterparty and provided to such Annex Adhering Party; and

(ii) For purposes of Section 2 of the Attachment, each agreement executed or entered into by such Annex Adhering Party with such Regulated Counterparty that is a QFC.

2. Effectiveness. As between any two Adhering Parties, this Other Agreements Annex shall be effective from the later of (i) January 1, 2016 and (ii) the Annex Implementation Date.

3. Definitions.

(a) “Regulation Covered Agreement” means, with respect to a Regulated Counterparty and an Applicable SRR, an agreement that is one of the types of agreements subject to any law, regulation or other binding measure applicable to such Regulated Counterparty or its Related Entity (whether currently enacted or enacted in the future) that, at a minimum, has the effect of then (i) prohibiting, directly or indirectly, the Regulated Counterparty from entering into any transactions documented under such agreements for capital purposes. As with the ISDA 2015 Universal Resolution Stay Protocol generally, adherence to the Other Agreements Annex is voluntary, and Adhering Parties to the Annex will be solely responsible for understanding its effects and any consequences of their adherence.
agreement, if such agreement is not governed by the laws of the jurisdiction(s) of the Applicable SRR or SRRs of such Regulated Counterparty or Related Entity, unless its counterparty to that agreement agrees to restrict the exercise of its Resolution-based Default Rights to the same extent as its exercise of such rights would be restricted under that Applicable SRR or SRRs with respect to similar transactions with the Regulated Counterparty governed by the laws of the jurisdiction(s) of that Applicable SRR or SRRs, or (ii) requiring, directly or indirectly, the Regulated Counterparty in respect of any transactions documented under such agreement, if such agreement is not governed by the laws of the jurisdiction(s) of the Applicable SRR or SRRs of such Regulated Counterparty or Related Entity, to procure agreement and/or acknowledgement by its counterparty to that agreement to restrict the exercise of its Resolution-based Default Rights to the same extent as its exercise of such rights would be restricted under that Applicable SRR or SRRs with respect to similar transactions with the Regulated Counterparty governed by the laws of the jurisdiction(s) of that Applicable SRR or SRRs (and such agreements shall be Eligible Agreements for purposes of Section 1 of the Attachment).

(b) **QFC** means a “qualified financial contract” as defined in 12 United States Code § 5390(c)(8)(D), as amended from time to time, including any “swap” as defined in 7 United States Code § 1a(47) and in any rules or regulations issued by the Commodity Futures Trading Commission pursuant to such section, any “security-based swap” as defined in 15 United States Code § 78c(a) and in any rules or regulations issued by the Securities and Exchange Commission pursuant to such section and any securities contract, commodity contract, forward contract, repurchase agreement, swap agreement and any similar agreement that the Federal Deposit Insurance Corporation determines by regulation to be a qualified financial contract as provided in 12 United States Code § 5390(c)(8)(D)(i) (and such agreements shall be Eligible Agreements for purposes of Section 2 of the Attachment).