

## AGREEMENT TO AMEND CERTAIN QUALIFIED FINANCIAL CONTRACTS

This AGREEMENT TO AMEND CERTAIN QUALIFIED FINANCIAL CONTRACTS (this "Agreement") is entered into as of 7.1.2020 (the "Execution Date") by and among CITIGROUP INC. and each of its BHCA Affiliates listed on Schedule 1 hereto (together with CITIGROUP INC. and any additional BHCA Affiliates of CITIGROUP INC. that execute a Joinder Agreement, the "Covered Entity Group") and CESKA REPUBLIKA - MINISTERSTVO FINANCI, (together with CESKA REPUBLIKA - MINISTERSTVO FINANCI and any additional Counterparty Affiliates of CESKA REPUBLIKA - MINISTERSTVO FINANCI that execute a Joinder Agreement, the "Counterparty Group").

Capitalized terms used but not otherwise defined herein have the meanings specified in the Appendix.

The Parties hereto agree as follows:

### SECTION 1 RECOGNITION OF U.S. SPECIAL RESOLUTION REGIMES

Each Covered Agreement shall be modified as follows:

- 1.1. Recognition of U.S. Special Resolution Regimes. In the event that a Covered Entity becomes subject to a proceeding under the FDI Act or OLA (together, the "U.S. Special Resolution Regimes"), the transfer of the Covered Agreement, and any interest and obligation in or under, and any property securing, the Covered Agreement, from a Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Covered Agreement, and any interest and obligation in or under, and any property securing, the Covered Agreement, were governed by the laws of the United States or a State of the United States. In the event a Covered Entity or a BHCA Affiliate of such Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights with respect to the Covered Agreement that may be exercised against the Covered Entity are permitted to be exercised to no greater extent than such Default Rights could be exercised under such U.S. Special Resolution Regime if the Covered Agreement were governed by the laws of the United States or a State of the United States.

### SECTION 2 LIMITATIONS ON EXERCISE OF CERTAIN DEFAULT RIGHTS

Each Covered Agreement shall be modified as follows:

- 2.1. Limitation on Exercise of Certain Default Rights Related to a BHCA Affiliate's Entry Into Insolvency Proceedings. Notwithstanding anything to the contrary in the Covered Agreement or any other agreement, the Parties expressly acknowledge and agree that:
  - (a) A Counterparty Entity shall not be permitted to exercise any Default Right with respect to such Covered Agreement that is related, directly or indirectly, to a BHCA Affiliate of the Direct Party becoming subject to an Insolvency Proceeding, except to the extent that the exercise of such Default Right would be permitted under the creditor protection provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable; and
  - (b) Nothing in a Covered Agreement shall prohibit the transfer of any Covered Affiliate Credit Enhancement, any interest or obligation in or under such Covered Affiliate Credit Enhancement, or any property securing such Covered Affiliate Credit Enhancement to a Transferee upon or following a BHCA Affiliate of the Direct Party becoming subject to an Insolvency Proceeding, unless the transfer

would result in the Counterparty Entity being the beneficiary of such Covered Affiliate Credit Enhancement in violation of any law applicable to the Counterparty Entity.

- 2.2. Burden of Proof. After a BHCA Affiliate of a Covered Entity has become subject to an Insolvency Proceeding, a Counterparty Entity that seeks to exercise any Default Right with respect to a Covered Agreement with such Covered Entity shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted under the Covered Agreement, as amended hereby.
- 2.3. Relationship Between Sections 1 and 2. The requirements of Section 1 apply notwithstanding Section 2.1.

### SECTION 3 REPRESENTATIONS AND UNDERTAKINGS

- 3.1. Each Counterparty Entity represents to each Covered Entity with which it has entered into a Covered Agreement, and each Covered Entity represents to each Counterparty Entity with which it has entered into a Covered Agreement, that, as of the date such Person became a Party:
- (a) Status. It is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing or, if it otherwise represents its status in or pursuant to the Covered Agreement, has such status.
  - (b) Powers. It has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and the Covered Agreement as amended by this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.
  - (c) No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
  - (d) Consents. All governmental and other consents that are required to have been obtained by it with respect to this Agreement and the Covered Agreement, as amended by this Agreement, have been obtained and are in full force and effect and all conditions of any such consents have been complied with.
  - (e) Obligations Binding. This Agreement has been duly executed and delivered by it and its obligations under this Agreement and the Covered Agreement, as amended by this Agreement, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
  - (f) Credit Support. Its amendment under this Agreement (other than any amendments affecting when rights in respect of a Credit Enhancement or Third Party Credit Enhancement may be exercised) will not, in and of itself, adversely affect the enforceability, effectiveness or validity of any obligations owed, whether by it or by any Third Party, under any Credit Enhancement or Third Party Credit Enhancement in respect of its obligations relating to the Covered Agreement as amended by this Agreement.

- 3.2. CITIGROUP INC. represents to each Counterparty Entity that it has the power and authority to enter into this Agreement on behalf of all of the members of the Covered Entity Group listed in Schedule 1 hereto.
- 3.3. In the case of a Covered Agreement that contains a Default Right based on a misrepresentation or other analogous provision, the Parties hereto agree that, for purposes of such provisions, each of the foregoing representations will be deemed to be a representation under such Covered Agreement that is made as of the date on which such Party executes this Agreement.
- 3.4. Each Counterparty Entity and Covered Entity agrees to do all such further things and execute such further documents as the other may reasonably request to ensure that this Agreement and the amendments described herein extend to, and are effective and enforceable under applicable law with respect to, all Covered Agreements to which such Counterparty Entity is a party. Without limiting the generality of the foregoing, with respect to any Covered Agreement between a Covered Entity and a Counterparty Entity to which a Third Party is also a party, each such Counterparty Entity and Covered Entity agrees (i) that this Agreement amends and modifies the rights of the Counterparty Entity under such Covered Agreement on the terms provided herein as between such Counterparty Entity and Covered Entity, and (ii) to exercise any rights it may have to direct such Third Party to execute such further documents as may be necessary to give effect to the provisions of this Agreement.
- 3.5. With respect to any Covered Agreement or Third Party Credit Enhancement that expressly requires the consent, approval, agreement, authorization or other action (each, a "consent") of a Third Party to be obtained, each Party whose obligations under such arrangements are secured, guaranteed or otherwise supported by such Third Party Credit Enhancement undertakes that it has obtained the consent of such Third Party and that it will, upon demand, deliver evidence thereof. To the extent any such required consent has not been obtained, the relevant Covered Agreement supported by such Third Party will not be amended hereby. Each Party that is also a Third Party in relation to a Third Party Credit Enhancement is hereby deemed to have consented to the amendments imposed by this Agreement on the Covered Agreements supported by such Third Party Credit Enhancement.
- 3.6. Notwithstanding any provision in a Covered Agreement to which a Third Party is also a party or a Third Party Credit Enhancement that, in each case, expressly requires the consent of, or a writing signed by, all parties (including a Third Party) in order to amend such Covered Agreement or Third Party Credit Enhancement, each Party agrees and consents to (i) amend such Covered Agreement or Third Party Credit Enhancement as herein provided; (ii) such Third Party providing its consent to such amendment in a separate writing; and (iii) the amendment of such Covered Agreement or Third Party Credit Enhancement as between such Third Party and the relevant Covered Entity in such form as is consistent with this Agreement.

#### **SECTION 4 GENERAL CONDITIONS**

- 4.1. Effectiveness. The amendments contemplated by this Agreement, on the terms and conditions set forth herein, shall become effective between a Counterparty Entity and a Covered Entity as of the later of the date such Counterparty Entity or such Covered Entity becomes a Party hereto.
- 4.2. Entire Agreement; Restatement; Survival.
  - (a) This Agreement constitutes the entire agreement and understanding of each Party with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Each Party acknowledges that in executing this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to elsewhere in this Agreement) and waives all rights and remedies which might otherwise be

available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a Party for fraud.

- (b) Except for any amendment made or deemed made pursuant to this Agreement in respect of any Covered Agreement, all terms and conditions of each Covered Agreement will continue in full force and effect in accordance with its provisions as in effect immediately prior to the date on which it first becomes subject to this Agreement. Except as explicitly stated in this Agreement, nothing herein shall constitute a waiver or release of any rights of any Party under any Covered Agreement to which it is a party or a provider or recipient of any Credit Enhancement. This Agreement will, with respect to its subject matter, survive, and any amendments made or deemed made pursuant to this Agreement will form a part of each Covered Agreement, notwithstanding any statements in a Covered Agreement to the effect that such Covered Agreement constitutes the entire agreement and understanding between the parties to such Covered Agreement with respect to the subject of such Covered Agreement.
- 4.3. Amendments. An amendment, modification or waiver in respect of the matters contemplated by this Agreement will be effective in respect of a Covered Agreement only if made in accordance with the terms of the Covered Agreement and then only with effect between the parties to that Covered Agreement (and will only be effective to amend or override the provisions set forth in this Agreement if it expressly refers in writing to this Agreement). No amendment of any provision of this Agreement, other than an amendment pursuant to Section 4.5 below, shall be valid unless made by a document in writing signed by all Parties.
- 4.4. Subsequent Adherence to the ISDA Protocol. In the event a Counterparty Entity adheres to the ISDA Protocol after becoming a Party hereto, the terms of the ISDA Protocol will supersede and replace the terms of this Agreement with respect to the Counterparty Entity and its Protocol Covered Agreements (as defined under the ISDA Protocol) with all Covered Entities that are adhering parties to the ISDA Protocol.
- 4.5. Addition of New Parties.
  - (a) Additional Covered Entities and Counterparty Entities may be added to this Agreement by execution and delivery of a Joinder Agreement in the form of Exhibit A hereto.
  - (b) Additional BHCA Affiliates of CITIGROUP INC. may be added as Parties by the delivery by CITIGROUP INC. of an amended Schedule 1 to the Counterparty Group in the manner provided in Section 4.7.
- 4.6. Governing Law. This Agreement will, as between the Parties and in respect of each Covered Agreement between them or provided by one of them to the other, be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine, *provided* that the amendments to each Covered Agreement shall be governed by and construed in accordance with the law specified to govern that Covered Agreement and otherwise in accordance with the applicable choice of law doctrine.
- 4.7. Notice. Any notice, demand or other communication hereunder, shall be delivered in writing and shall be effective upon receipt:

If to any member of the Covered Entity Group, at:

Legal Department

388 Greenwich Street, 17th Floor

New York, New York 10013

Attention: General Counsel, Citi Markets and Banking

If to any member of the Counterparty Group, at:

Ministry of Finance

Debt and Financial Assets Management Department

Letenska 15, 118 10 Prague, Czech Republic

Attention: 

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the Execution Date.

Authorized Signatory for Each of the Entities on Schedule 1

By:   
Name:   
Title: 

CES  ERSTVO FINANCI  
By:   
Name:   
Title: 

**Schedule 1**

CITIBANK N.A

CITIGROUP GLOBAL MARKETS LIMITED

CITIBANK EUROPE PLC

## Appendix

1. Defined Terms. As used in this Agreement, the following terms have the meanings specified below. Any capitalized term not defined herein shall have the meaning of such term as defined or used in, and as interpreted in accordance with, the FRB Rule, the FDIC Rule or the OCC Rule, as applicable. Any reference to a Covered Agreement that is entered into “between” a Covered Entity and a Counterparty Entity shall include a Covered Agreement that is provided by a Covered Entity to a Counterparty Entity or vice versa.

“*BHCA Affiliate*” has the same meaning as the term “affiliate” as defined in, and shall be interpreted in accordance with 12 U.S.C. 1841(k).

“*Counterparty Entity*” means a Party that is a member of the Counterparty Group.

“*Counterparty Group*” has the meaning specified in the introduction hereto.

“*Counterparty Affiliate*” means a Consolidated Affiliate of a Counterparty Entity.

“*Covered Affiliate Credit Enhancement*” means a Credit Enhancement provided by a Covered Entity that is a BHCA Affiliate of a Direct Party.

“*Covered Agreement*” means:

- (a) any Direct QFC (including all QFCs thereunder) that has been entered into (or deemed entered into) between a Covered Entity and a Counterparty Entity; or
- (b) any Credit Enhancement that has been entered into (or deemed entered into) between a Covered Entity and a Counterparty Entity, or provided by one to the other in respect of a QFC, including without limitation any Covered Affiliate Credit Enhancement;

in each case, on or prior to the Execution Date (or, if later, the date such Counterparty Entity or Covered Entity became a Party).

“*Covered Entity Group*” has the meaning specified in the introduction hereto.

“*Covered Entity*” means a Party that is a member of the Covered Entity Group.

“*Credit Enhancement*” means any credit enhancement or credit support arrangement in support of the obligations of a Covered Entity or a Counterparty Entity under or with respect to a QFC, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin, reimbursement obligation or any similar arrangement.

“*Direct Party*” means a Covered Entity that is a party to a Direct QFC.

“*Direct QFC*” means a QFC that is not a Credit Enhancement. For a QFC that is a master agreement that includes a Covered Affiliate Credit Enhancement as a supplement to the master agreement, the Direct QFC does not include such Covered Affiliate Credit Enhancement.

“*Default Right*” means, with respect to a Covered Agreement, any:

- (a) right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement, or document, and rights afforded



by statute, civil code, regulation, and common law), to liquidate, terminate, cancel, rescind, or accelerate such agreement or transactions thereunder, set off or net amounts owing in respect thereto (except rights related to same-day payment netting), exercise remedies in respect of collateral or other credit support or property related thereto (including the purchase and sale of property), demand payment or delivery thereunder or in respect thereof (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure), suspend, delay, or defer payment or performance thereunder, or modify the obligations of a party thereunder, or any similar rights; and

- (b) right or contractual provision that alters the amount of collateral or margin that must be provided with respect to an exposure thereunder, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral, or any similar amount, that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian or that modifies a transferee's right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure;

*provided* that, as used in Section 2.1 hereof, the term "Default Right" does not include any right under a contract that allows a party to terminate the contract on demand or at its option at a specified time, or from time to time, without the need to show cause.

"*Execution Date*" has the meaning set forth in the introduction hereto.

"*FDI Act*" means the Federal Deposit Insurance Act and the regulations promulgated thereunder.

"*Insolvency Proceeding*" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"*ISDA*" refers to International Swaps and Derivatives Association, Inc.

"*ISDA Protocol*" means the ISDA 2018 U.S. Resolution Stay Protocol, as published by ISDA as of July 31, 2018.

"*Joinder Agreement*" means a joinder agreement substantially in the form of Exhibit A hereto.

"*OLA*" means Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

"*Party*" refers to a Person that is listed on the signature pages hereof as a party to this Agreement, any member of the Covered Entity Group that is listed on Schedule 1 hereto, as amended from time to time, or, in the case of any Person that becomes a party hereto after the Execution Date, listed as a signatory to a Joinder Agreement provided pursuant to Section 4.5.

"*Person*" includes an individual, bank, corporation, partnership, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, or any other form of entity.

"*QFC*" has the meaning assigned to the term "qualified financial contract" as defined in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"*QFC Stay Rules*" means, (i) with respect to a Covered Entity described in 12 C.F.R. 252.82(b), the regulations that are codified at 12 C.F.R. 252.2, 252.81–8 (the "**FRB Rule**"); (ii) with respect to a

Covered Entity described in 12 C.F.R. 382.2(b), the regulations that are codified at 12 C.F.R. 382.1-7 (the “**FDIC Rule**”); and (iii) with respect to a Covered Entity described in 12 C.F.R. 47.3(b), the regulations that are codified at 12 C.F.R. 47.1-8 (the “**OCC Rule**”). All references in this Agreement to specific provisions of the FRB Rule, the FDIC Rule and the OCC Rule shall be construed, in respect of a Covered Entity or a Covered Agreement to which such Covered Entity is a party or provided by or to such Covered Entity, to refer to the QFC Stay Rules applicable to such Covered Entity.

“*Third Party Credit Enhancement*” means, with respect to a Party and a Covered Agreement, any Credit Enhancement that is executed or provided by one or more Third Parties (whether or not a Party is also a party thereto), regardless of whether or not such document is identified as a Third Party Credit Enhancement.

“*Third Party*” means any Person other than the Parties to this Agreement.

“*Transferee*” means, in respect of a Covered Affiliate Credit Enhancement, a Person to whom such Covered Affiliate Credit Enhancement is transferred upon the support provider entering Insolvency Proceeding or thereafter as part of the resolution, restructuring, or reorganization involving such support provider.

“*U.S. Special Resolution Regimes*” has the meaning set forth in Section 1.1.

**Exhibit A**

[Form of]  
**JOINDER AGREEMENT**

This joinder agreement (this “**Joinder Agreement**”) to the Agreement to Amend Certain Qualified Financial Contracts dated as of [ ],2018 (as amended and in effect from time to time, the “**Agreement**”) among [Name of G-SIB Entity] and each of its BHCA Affiliates listed on the signature pages thereto (together with [Name of G-SIB Entity], “**Covered Entity Group**”) and [Name of Counterparty Entity] and each of its Counterparty Affiliates listed on the signature pages thereto (together with [Name of Counterparty Entity], “**Counterparty Group**”) is executed and delivered as of [ ],20[ ] by the undersigned Person (the “**New Party**”).

Capitalized terms used but not otherwise defined herein are used as defined in the Agreement.

The New Party hereby agrees as follows:

1. **Joinder.** In accordance with Section 4.5 of the Agreement, the New Party by its signature to this Joinder Agreement becomes a Party to the Agreement as a [Covered Entity] [Counterparty Entity] with the same force and effect as if originally named therein as a Party. The New Party hereby agrees to all the terms and provisions of the Agreement applicable to it as a [Covered Entity] [Counterparty Entity] thereunder.
2. **Representations and Warranties.** The New Party hereby represents and warrants that (a) the representations and warranties made by it as a Party to the Agreement are true and correct in all material respects on and as of the date hereof and (b) that [it is a BHCA Affiliate of a Covered Entity that is a Party to the Agreement] [it is a Consolidated Affiliate of a Counterparty Entity that is a Party to the Agreement]. Each reference to a Party in the Agreement shall be deemed to include the New Party.
3. **Notice.** All notices, requests and demands to or upon the New Party shall be governed by the terms of Section 4.7 of the Agreement.
4. **Governing Law.** This Joinder Agreement will, as between the New Party and the [Covered Entity Group] [Counterparty Group] and in respect of each Covered Agreement between them or provided by one of them to the other, will be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine, *provided* that the amendments to each Covered Agreement shall be governed by and construed in accordance with the law specified to govern that Covered Agreement and otherwise in accordance with the applicable choice of law doctrine.

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized representative as of the day and year first written above.

**[NEW COVERED/ COUNTERPARTY ENTITY]**

By:

Name:

Title: