J.P.Morgan

JPM Trade ID **16525754** 

# **CONFIRMATION DETAIL**

### WE CONFIRM OUR FOREIGN EXCHANGE CONTRACT NEW DEAL

**CPTY Name** MINISTRY OF FINANCE OF THE CZECH REPUBLIC

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JPM Trade ID	:	16525754	Deal Ra	te	:	25.4125		JPM Buy Currency	:	EUR
Product	:	FX Forward	Fixing D	Date	:			JPM CPTY Identifier	:	6160015033
Trade Date	:	12 Oct 2021	Fixing S	Source 1	:			<b>CPTY Parent</b>	:	004623146000
Value Date	:	09 Nov 2021	Fixing S	Source 2	:			Booking Location	:	J.P. MORGAN AG, FRANKFURT
Status	:	Unconfirmed	JPM Sel	II Amount	:	5,082,500,000.00		JPM UTI	:	10.2400
Activity	:		JPM Sel	II Currency	:	CZK		JPM USI	:	
CPTY Acronym	:	MINFINCR	JPM Bu	y Amount	:	200,000,000.00		JPM CPTY Identifier (SPN)	:	2638460
								JPM Owner Identifier (SPN)	:	1267926

## **SETTLEMENT INSTRUCTIONS:-**

	M Receive Instructions
No	Instructions

J.P. Morgan Markets J.P.Morgan

JPM Pays Instructions No Instructions							
No Instructions							

Settlement of this transaction is on a Delivery versus Payment basis. This means that JPMorgan will take delivery of it's currency obligation hereunder only if and when it confirms the receipt of the counterparty's currency obligation. Neither JPMorgan nor the counterparty will receive additional compensation for this beyond the terms of this confirmation.

#### THIS IS A SYSTEM-GENERATED DOCUMENT.

THIS CONFIRMATION IS SUBJECT TO THE MASTER AGREEMENT EXECUTED BY US. IF THE PARTIES HAVE NOT EXECUTED ANY FORM OF MASTER AGREEMENT, THIS CONFIRMATION, TOGETHER WITH ALL CONFIRMING TRANSACTIONS (EACH A "TRANSACTION") ENTERED INTO BETWEEN US SHALL SUPPLEMENT, FORM A PART

OF, AND BE SUBJECT TO AN AGREEMENT IN THE FORM OF A 2002 ISDA MASTER AGREEMENT AS IF WE HAD EXECUTED SUCH AGREEMENT ON THE TRADE DATE OF

THE FIRST SUCH TRANSACTION WITHOUT ANY SCHEDULE (EXCEPT FOR THE ELECTION OF ENGLISH LAW AS THE GOVERNING LAW AND EUR AS THE TERMINATION CURRENCY) THERETO. WHERE NO MASTER AGREEMENT EXISTS, THE PARTIES AGREE TO USE ALL REASONABLE EFFORTS TO PROMPTLY NEGOTIATE, EXECUTE AND DELIVER A MASTER AGREEMENT. ALL PROVISIONS EXCEPT AS MODIFIED BELOW INCORPORATE THE 2006 ISDA DEFINITIONS AND 1998 FX AND CURRENCY OPTIONS DEFINITIONS (COLLECTIVELY THE 'DEFINITIONS'). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS CONFIRMATION, THE DEFINITIONS OR THE MASTER AGREEMENT, THIS CONFIRMATION SHALL GOVERN. THE PARTIES INTEND THAT THEY ARE LEGALLY BOUND BY THE TERMS OF THIS QFC STAY RULES" MEANS THE REGULATIONS CODIFIED AT 12 C.F.R. 252.2, 25 TRANSACTION FROM THE MOMENT THEY AGREE TO THOSE TERMS (WHETHER ORALLY OR OTHERWISE). THIS IS A CONFIRMATION FOR THE PURPOSE OF THE MASTER AGREEMENT BETWEEN THE PARTIES AND EVIDENCES THE TRANSACTION EXECUTED BETWEEN THE PARTIES ON THE DATE SPECIFIED ABOVE.

#### THE PARTIES ACKNOWLEDGE AND AGREE THAT

(I) TO THE EXTENT THAT PRIOR TO THE DATE HEREOF BOTH PARTIES HAVE ADHERED TO THE 2018 ISDA U.S. RESOLUTION STAY PROTOCOL (THE

"PROTOCOL"), THE TERMS OF THE PROTOCOL ARE INCORPORATED INTO AND FORM A PART OF THIS AGREEMENT, AND FOR SUCH PURPOSES THIS AGREEMENT SHALL BE DEEMED A PROTOCOL COVERED AGREEMENT, THE J.P. MORGAN ENTITY THAT IS A PARTY TO THIS AGREEMENT ("J.P. MORGAN") SHALL BE DEEMED A REGULATED ENTITY, AND THE PERSON OR OTHER ENTITY THAT IS A PARTY TO THIS AGREEMENT ("COUNTERPARTY") SHALL BE DEEMED AN ADHERING PARTY;

(II) TO THEEXTENT THAT PRIOR TO THE DATE HEREOF THE PARTIES HAVE EXECUTED A SEPARATE AGREEMENT, THE EFFECT OF WHICH IS TO AMEND THE QUALIFIED FINANCIAL CONTRACTS BETWEEN THEM TO CONFORM WITH THE REQUIREMENTS OF THE QFC STAY RULES (THE "BILATERAL AGREEMENT"), THE TERMS OF THE BILATERAL AGREEMENT ARE INCORPORATED INTO AND FORM A PART OF THIS AGREEMENT, AND FOR SUCH PURPOSES THIS AGREEMENT SHALL BE DEEMED A COVERED AGREEMENT, J.P. MORGAN SHALL BE DEEMED A COVERED ENTITY AND COUNTERPARTY SHALL BE DEEMED A COUNTERPARTY ENTITY, AS THE CASE MAY BE; OR

(III) IF CLAUSE (I) AND CLAUSE (II) DO NOT APPLY, THE TERMS OF SECTION 1 AND SECTION 2 AND THE RELATED DEFINED TERMS (TOGETHER, THE "BILATERAL TERMS") OF THE FORM OF BILATERAL TEMPLATE ENTITLED "FULL-LENGTH OMNIBUS (FOR USE BETWEEN U.S. G-SIBS AND CORPORATE GROUPS)" PUBLISHED BY ISDA ON NOVEMBER 2, 2018 (CURRENTLY AVAILABLE ON THE 2018 ISDA U.S. RESOLUTION STAY PROTOCOL PAGE AT WWW.ISDA.ORGAND, A COPY OF WHICH IS AVAILABLE UPON REQUEST), THE EFFECT OF WHICH IS TO AMEND THE QUALIFIED FINANCIAL CONTRACTS BETWEEN THE PARTIES THERETO TO CONFORM WITH THE REQUIREMENTS OF THE QFC STAY RULES, ARE HEREBY INCORPORATED INTO AND FORM A PART OF THIS AGREEMENT, AND FOR SUCH PURPOSES THIS AGREEMENT SHALL BE DEEMED A "COVERED AGREEMENT," J.P.MORGAN SHALL BE DEEMED A "COVERED ENTITY" AND COUNTERPARTY SHALL BE DEEMED A "COUNTERPARTY ENTITY" (PROVIDED, HOWEVER, THAT WHERE COUNTERPARTY IS A NATURAL PERSON, ANY REFERENCE INAPPLICABLE TO NATURAL PERSONS INCLUDING BUT NOT LIMITED TO JURISDICTION OF INCORPORATION OR ORGANIZATION DOCUMENTS, SHALL BE DISREGARDED). IN THE EVENT THAT, AFTER THE DATE OF THIS AGREEMENT, BOTH PARTIES HERETO BECOME ADHERING PARTIES TO THE PROTOCOL. THE TERMS OF THE PROTOCOL WILL REPLACE THE TERMS OF THIS PARAGRAPH. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THIS AGREEMENT AND THE TERMS OF THE PROTOCOL, THE BILATERAL AGREEMENT OR THE BILATERAL TERMS (EACH, THE "OFC STAY TERMS"), AS APPLICABLE, THE OFC STAY TERMS WILL GOVERN. TERMS USED IN THIS PARAGRAPH WITHOUT DEFINITION SHALL HAVE THE MEANINGS ASSIGNED TO THEM UNDER THE OFC STAY RULES. FOR PURPOSES OF THIS PARAGRAPH, REFERENCES TO "THIS AGREEMENT" ALSO INCLUDE ANY CONFIRMATION ENTERED INTO BETWEEN THE PARTIES PRIOR TO THE DATE HEREOF AND ANY RELATED CREDIT ENHANCEMENTS ENTERED INTO BETWEEN THE PARTIES OR PROVIDED BY ONE TO THE OTHER. IN ADDITION, THE PARTIES AGREE THAT THE TERMS OF THIS PARAGRAPH SHALL BE INCORPORATED INTO ANY RELATED COVERED AFFILIATE CREDIT ENHANCEMENTS, WITH ALL REFERENCES TO J.P. MORGAN REPLACED BY REFERENCES TO THE COVERED AFFILIATE SUPPORT PROVIDER.

"QFC STAY RULES" MEANS THE REGULATIONS CODIFIED AT 12 C.F.R. 252.2, 25 252.81-8, 12 C.F.R. 382.1-7 AND 12 C.F.R. 47.1-8, WHICH, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE AN EXPRESS RECOGNITION OF THE STAY-AND-TRANSFER POWERS OF THE FDIC UNDER THE FEDERAL DEPOSIT INSURANCE ACT AND THE ORDERLY LIQUIDATION AUTHORITY UNDER TITLE II OF THE DODD FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT AND THE OVERRIDE OF DEFAULT RIGHTS RELATED DIRECTLY OR INDIRECTLY TO THE ENTRY OF AN AFFILIATE INTO CERTAIN INSOLVENCY PROCEEDINGS AND ANY RESTRICTIONS ON THE TRANSFER OF ANY COVERED AFFILIATE CREDIT ENHANCEMENTS.

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