

**SCHEDULE
to the
2002 Master Agreement**

dated as of March 19, 2024

between

Mitsui Bussan Commodities (France) SA and
("Party A")

incorporated as a *société anonyme* under the laws of France, with registration number 852 297 878 (R.C.S. Paris) licensed as an investment firm (*entreprise d'investissement*) in France and regulated by the *Autorité de Contrôle Prudentiel et de Résolution*

ČEPRO, a.s.
("Party B")

With registered office at Prague 7, Holešovice, Dělnická 213/12. Reg. No: 60193531 entered in the Commercial Register at the Municipal Court in Prague, Section B, insert 2341.

Part 1. Termination Provisions.

(a) "**Specified Entity**" means in relation to Party A for the purpose of:-

Section 5(a)(v), none;

Section 5(a)(vi), none;

Section 5(a)(vii), none;

Section 5(b)(v), none;

and in relation to Party B for the purpose of:-

Section 5(a)(v), none;

Section 5(a)(vi), none;

Section 5(a)(vii), none;

Section 5(b)(v), none.

(b) "**Specified Transaction**" will have the meaning specified in Section 14 of this Agreement.

(c) The "**Cross-Default**" provisions of Section 5(a)(vi) will apply to Party A and will apply to Party B.

If such provisions apply:-

"**Specified Indebtedness**" shall have the meaning specified in Section 14.

"**Threshold Amount**" means, in the case of Party A, an amount equal to three percent (3%) of the Shareholders' Equity of Mitsui & Co., Ltd. and, in the case of Party B, an amount equal to

three percent (3%) of its Shareholders' Equity, or in either case, its equivalent in any other currency or currencies.

"**Shareholders' Equity**" means with respect to an entity, at any time, the sum (as shown in the most recent annual audited financial statements of such entity) of (i) its capital stock (including preferred stock), taken at par value, (ii) its capital surplus and (iii) its retained earnings, minus (iv) treasury stock, each to be determined in accordance with generally accepted accounting principles.

- (d) The "**Credit Event Upon Merger**" provisions of Section 5(b)(v) will apply to Party A and will apply to Party B.
- (e) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A and will not apply to Party B.
- (f) "**Termination Currency**" means US Dollars.
- (g) **Additional Termination Event** will not apply with respect to both Party A and Party B.

Part 2. **Tax Representations.**

- (a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement, Party A and Party B will each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) ***Payee Representations.*** For the purpose of Section 3(f) of this Agreement, Party A does not make any representations and Party B does not make any representations.

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable. Each document to be delivered hereunder shall be in English or accompanied by an English translation thereof certified as accurate by an officer of the respective party:-

(a) Tax forms, documents or certificates to be delivered are: None.

(b) Other documents to be delivered are:-

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	Appropriate evidence of the authority and true signatures of each person signing this Agreement, each Credit Support Document and each Confirmation on its behalf.	On signing of this Agreement and, if requested, on signing of each Credit Support Document and each Confirmation.	Yes
Party A	A copy of the most recent annual report of Mitsui & Co., Ltd.'s, containing annual, audited, consolidated financial statements for its fiscal year certified by independent certified accountants and prepared in accordance with accounting principles that are generally accepted in the country in which it is organised.	On signing of this Agreement and, thereafter, where such financial statement is not reasonably publicly available on Mitsui & Co., Ltd.'s internet homepage, promptly upon reasonable request.	No
Party A	<i>Statuts Constitutifs</i> and <i>Extrait Kbis</i> .	On signing of this Agreement.	Yes
Party B	Certified copy of the governing statutes of Party B.	On signing of this Agreement.	Yes
Party B	Certified copy of resolution of the Board of Directors of Party B authorising the execution and delivery of this Agreement and each Confirmation and performance of its obligations hereunder.	On signing of this Agreement and promptly upon request by Party A in relation to each Transaction.	Yes

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B	A copy of the most recent annual report of Party B containing annual, audited, consolidated financial statements for its fiscal year certified by independent certified accountants and prepared in accordance with accounting principles that are generally accepted in the country in which it is organised.	On signing of this Agreement and, thereafter, where such financial statement is not reasonably publicly available on Party B's internet homepage, promptly upon reasonable request.	No

Part 4. **Miscellaneous.**

- (a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:-

Address for notices or communications to Party A:-

Address: Mitsui Bussan Commodities (France) SA
112, avenue Kléber, 75116 Paris, France

Attention: Managing Director

Telephone No. (main switchboard):

Email:

Address for notices or communications to Party B:-

Address: **Dělnická 213/12, Holešovice, 170 00 Praha**

Attention:

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:-

Party A appoints as its Process Agent: Mitsui Bussan Commodities Ltd, 1st Floor, 1 Warwick Court, 5 Paternoster Square, London EC4M 7DX, England

Party B appoints as its Process Agent: Party B appoints no Process Agent. Party B represents that, if, in case of any dispute arising out of or in connection with the Agreement, Party A may appoint on its behalf a Process Agent with an office in England for the service of legal proceedings. Party A agrees to bear the cost of appointing a Process Agent. This does not affect the parties right to serve process in another manner permitted by law. Party B represents that it will assist and not hinder Party A's efforts to appoint a Process Agent on its behalf, including responding promptly to all queries sent to it by Party A.

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.
- (d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:
- Party A is not a Multibranch Party; and
- Party B is not a Multibranch Party.
- (e) **Calculation Agent.** The Calculation Agent is Party A.
- (f) **Credit Support Document.** Details of any Credit Support Document:-

In respect of Party A: none.

In respect of Party B: none

(g) ***Credit Support Provider.***

"***Credit Support Provider***" means in relation to Party A, not applicable.

"***Credit Support Provider***" means in relation to Party B, not applicable.

(h) ***Governing Law.*** This Agreement (including Section 13(b) (Arbitration)) and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

(i) Section 13(b) of this Agreement shall be deleted in its entirety and replaced with the following:

“(b) ***Arbitration.***

- (i) Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a “Dispute”), shall be referred to and finally resolved by arbitration.
- (ii) The arbitration shall be conducted in accordance with the LCIA Arbitration Rules (the “Rules”). Capitalised terms used in this Section which are not otherwise defined in this Agreement have the meaning given to them in the Rules.
- (iii) The Arbitral Tribunal shall consist of three arbitrators. The claimant shall nominate one arbitrator. The respondent shall nominate one arbitrator. The two persons so nominated shall, within 14 days of the second of them confirming to the LCIA that he or she is willing and able to accept appointment, nominate a third arbitrator who shall act as presiding arbitrator of the Arbitral Tribunal. If no such nomination is made within that time limit, then the LCIA Court shall select and appoint the presiding arbitrator of the Arbitral Tribunal.
- (iv) The seat, or legal place of arbitration, shall be London.
- (v) The language used in the arbitral proceedings shall be English.”

(j) Section 13(c) of this Agreement is hereby amended by deleting the word “Proceedings” in the first sentence of that Section and replacing it with the words “suit, action or proceedings before the English courts relating to the arbitration clause or any arbitration proceedings contemplated thereby or any arbitral award obtained pursuant to such arbitration proceedings”.

(k) Section 13(d) of this Agreement is hereby amended:

- (a) after the words “jurisdiction of any court” in the third line thereof, by adding the words “or arbitral tribunal”;
- (b) after the word “judgment” in Sub-Sections (iv) and (v) in the fifth line thereof, by adding the words “or arbitral award”; and
- (c) by deleting the words “Proceedings in the courts of any jurisdiction” in the sixth line thereof and replacing them with “suit, action or proceedings relating to any Dispute in the courts of any jurisdiction or before any arbitral tribunal (“Proceedings”)”.

- (l) **Netting of Payments.** "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement to all Transactions.
- (m) "**Affiliate**" will have the meaning specified in Section 14 of this Agreement.
- (n) **Absence of Litigation.** For the purpose of Section 3(c) of this Agreement:-

"**Specified Entity**" means in relation to Party A: none.

"**Specified Entity**" means in relation to Party B: any Affiliate.
- (o) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.
- (p) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, the following will constitute an Additional Representation:-

Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):-

- (1) **Non Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.
 - (2) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.
 - (3) **Status of Parties.** The other party is not acting as a fiduciary or an adviser to it in respect of that Transaction.
 - (4) **Purpose.** Party B is entering into the Transaction for the purposes of hedging its assets or liabilities or in connection with a line of its business.
 - (5) **Authorisation and Performance.** The person executing any Confirmation governed by this Agreement is duly authorised to execute and deliver it.
- (q) **EMIR Representations of Party A and Party B.** For the purpose of Section 3 of this Agreement, the following will constitute Additional Representations applicable each of Party A and Party B, as appropriate. Each Additional Representation will be made by each party at the time it enters into the Agreement (and deemed to be repeated by each party on each date on which a Transaction is entered into):-
- (1) Party A is a financial counterparty as defined in the European Markets Infrastructure Regulations ("EMIR"); and

- (2) Party B is a non-financial counterparty that does not exceed the clearing threshold, as defined in EMIR.
- (r) **Non-Canadian Party.** Party B represents (this representation is given at the time it enters into the Agreement and is deemed to be repeated by Party B on each date on which a Transaction is entered into) that neither Party B nor any of Party B's affiliates that are responsible for Party B's liabilities, have their head office or principal place of business in, or are organised under the laws of, any jurisdiction of Canada.
- (s) **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.
- (t) Party B hereby represents to Party A at the date of this Agreement and at the time of entering into each Transaction that:
- (1) unless notified otherwise, all Transactions entered into are for the purpose of reducing risks directly related to its underlying commercial business activities or related treasury financing activity;
 - (2) Party B employs appropriate risk evaluation, measurement and control procedures in respect of all Transactions it enters into which are approved by the management body of Party B; and
 - (3) each Transaction qualifies as a bona fide hedging transaction or position as defined in CFTC Regulation 150.1, 17 C.F.R. § 150.1.
- (u) **Czech Public Sector Entity Additional Representation.** The following Additional Representation will also apply in respect of Party B without prejudice to any Representation or Additional Representation already specified in the Agreement. For the purposes of Section 3 of this Agreement, the following will constitute an Additional Representation.
- (i) **Czech Public Sector Entity.** Party B represents to the other party on the date on which Party B enters into a Transaction that:
- (1) it is an entity listed in Section 2(1) of, and subject to, the Act No. 340/2015 Coll., on the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of these Contracts and the Register of Contracts (the Register of Contracts Act), as amended (the "**Czech Register of Contracts Act**") or any provision or act replacing the aforementioned;
 - (2) it has entered or will enter into this Agreement and into any Transaction in accordance and full compliance with the Czech Register of Contracts Act and Act No. 297/2016 Coll., on Services Establishing Trust for Electronic Transactions, as amended, and other related applicable laws and regulations, as such are effective, including, in particular, that it will sign and deliver to Party A duly signed Confirmation in respect of a Transaction as soon as possible after entering into a Transaction and, whenever a Transaction is entered into under this Agreement by electronic or similar means, it will immediately deliver the Confirmation via its data box (in Czech: *datová*

schránka) or by using a qualified electronic signature or other form of signature as necessary in order to validly conclude a Transaction as a matter of applicable Czech law;

- (3) it will publish this Agreement, any Credit Support Document or similar agreement agreed between the parties and a Confirmation of each Transaction or any amendment or supplement thereto in the register of contracts established under the Czech Register of Contracts Act (the “**Register of Contracts**”) in accordance and full compliance with the Czech Register of Contracts Act and this Agreement; and
- (4) it consents that all information included in this Agreement, any Credit Support Document or similar agreement agreed between the parties and a Confirmation of each Transaction or any amendment or supplement thereto can be published in the Register of Contracts, even if such information would be protected by or would be subject to banking secrecy rules.

The parties agree that this provision is and will remain independent of and separable from the rest of the Agreement (except for the provisions of this Agreement with headings “*Duty of Publication*”, “*Additional Termination Event – Failure to Publish*” and “*Indemnification of Party A*” in accordance with which this provision will always be read and interpreted) and will bind the parties if and regardless of whether any Transaction or any part of this Agreement will not enter into force or will be cancelled or voided pursuant to the Czech Register of Contracts Act or otherwise.

- (b) **Designation of Confidential Information.** Party B may redact those parts of this Agreement, any Credit Support Document or similar agreement agreed between the parties or a Confirmation of any Transaction or any amendment or supplement thereto, as applicable, before its publishing in the Register of Contracts that it considers and for that reason designates as its business secret in accordance with the Czech Register of Contracts Act and other applicable laws.
- (c) **Duty of Publication.** Party B will publish a Confirmation in respect of any Transaction or any amendment to any Transaction entered into on or after the signing of this Agreement together with the Agreement, Credit Support Document or similar agreement agreed between the parties or any amendment or supplement thereto, as applicable, in the Register of Contracts as soon as possible but not later than within 30 days after entering into a Transaction under this Agreement, the Credit Support Document or such similar agreement agreed between the parties or any amendment or supplement thereto, as applicable, and deliver to Party A an evidence of the publication within two Local Business Days following the publication.

The parties agree that this provision is and will remain independent of and separable from the rest of the Agreement (except for the provisions of this Agreement with headings “*Czech Public Sector Entity Additional Representation*”, “*Additional Termination Event – Failure to Publish*” and “*Indemnification of Party A*” in accordance with which this provision will always be read and interpreted) and will bind the parties if and regardless of whether any Transaction or any part of this Agreement will not enter into force or will be cancelled or voided pursuant to the Czech Register of Contracts Act or otherwise.

- (d) **Additional Termination Event – Failure to Publish.** The following will constitute an Additional Termination Event in respect of Party B, without prejudice to any Additional Termination Event or Termination Event already specified in the Agreement.
 - (i) Party B fails to publish any Confirmation in respect of a Transaction, the Agreement, Credit Support Document or similar agreement agreed between the parties or any

amendment or supplement thereto, as applicable, in the Register of Contracts in line with its obligation under the Register of Contracts Act or this Agreement and deliver to Party A an evidence of such publication as required under this Agreement.

For the purposes of the foregoing Additional Termination Event, Party B shall be the sole Affected Party and only the Transaction that Party B failed to publish shall be the Affected Transaction.

The parties agree that this provision is and will remain independent of and separable from the rest of the Agreement (except for the provisions of this Agreement with headings “*Czech Public Sector Entity Additional Representation*”, “*Duty of Publication*” and “*Indemnification of Party A*” in accordance with which this provision will always be read and interpreted) and will bind the parties if and regardless of whether any Transaction or any part of this Agreement will not enter into force or will be cancelled or voided pursuant to the Czech Register of Contracts Act or otherwise.

- (e) **Indemnification of Party A.** Party B agrees as a separate, independent and alternative obligation that it will indemnify and keep indemnified Party A from and against all damage and all costs and expenses (of any nature whatsoever) that are incurred and arise out of or in connection with or are attributable to or related to any legal acts or omissions by Party B under or in relation to this Agreement as specified in provisions with headings “*Czech Public Sector Entity Additional Representation*”, “*Duty of Publication*” and “*Additional Termination Event – Failure to Publish*”.

The parties agree that this provision is and will remain independent of and separable from the rest of the Agreement (except for the provisions of this Agreement with headings “*Czech Public Sector Entity Additional Representation*”, “*Duty of Publication*” and “*Additional Termination Event – Failure to Publish*”) and will bind the parties if and regardless of whether any Transaction or any part of this Agreement will not enter into force or will be cancelled or voided pursuant to the Czech Register of Contracts Act or otherwise.

Part 5. **Other Provisions.**

- (a) **Confirmations.** On or promptly following the date on which the parties reach agreement on the terms of a Transaction, as contemplated by the first sentence of Section 9(e)(ii), Party A will send to Party B a Confirmation. Party B will promptly thereafter confirm the accuracy of (in the manner required by Section 9(e)(ii)), or request, in writing, the correction of, such Confirmation (in the later case, indicating how it believes the terms of such Confirmation should be correctly stated and such other terms which should be added to or deleted from such Confirmation to make it correct). If any disputes shall arise as to whether an error exists in a Confirmation, the parties shall resolve the dispute in good faith. If Party B has not accepted or disputed the Confirmation in the manner set forth above within one (1) Local Business Day after it was received by Party B, the Confirmation shall be deemed binding as sent, absent manifest error.
- (b) **Contracts (Rights of Third Parties) Act 1999.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- (c) **Prior Transactions.** In the event that Party A and Party B have entered into swaps, options or similar transactions prior to the date of this Agreement ("Existing Transactions"), the parties hereby agree that these Existing Transactions shall for all purposes be Transactions hereunder and shall be subject to the terms of this Agreement unless otherwise specifically agreed in writing. To the extent that the terms herein conflict with the terms of the agreements governing the Existing Transactions, the terms of this Agreement shall apply.
- (d) **Consent to Disclosure.** Each party hereby agrees that any information in respect of, or relating to, this Agreement and any Transaction, to the extent that such information is not known to the public or disclosed to the public in the future by third parties (the "Information") is confidential and shall be treated as such, and that such party consents to the communication and disclosure by the other party of the Information to the other party's branches, subsidiaries, Affiliates, insurers and advisors and their respective employees, on a need-to-know basis for the purposes of performing this Agreement and the Transactions and to the extent required by law, any government or regulatory authority.
- (e) **Additional Events of Default.** Section 5(a) of this Agreement is amended by adding the following additional Event of Default with respect to Party B only as a new Section 5(a)(ix):
- “(ix) The failure by Party B to give Adequate Assurance of its ability to perform its obligations under the Agreement within two (2) Local Business Days of a written request to do so when Party A has reasonable grounds to believe that Party B’s ability to perform its obligations under the Agreement is materially impaired.
- For the purposes of this section, "**Adequate Assurance**" means cash on terms entitling Party A to set off its obligation to return such cash against any Early Termination Amount payable by Party B to Party A or a Letter of Credit, in either case for an amount and/or term reasonably acceptable to Party A.”
- (f) **Tax.** The following shall be inserted as a new paragraph at the end of Section 2(d)(i) of the Agreement:
- “If, following payment by X of any amount pursuant to sub-section 2(d)(i)(4) above an offsetting tax credit or other benefit is capable of being made available as a result of such payment, then Y undertakes to take all reasonable measures to obtain the same and to make payment to X such that X is no better and no worse position that it would have been had no

deduction or withholding been required (but without any requirement to disclose any details of its tax affairs).”

- (g) **2002 Master Agreement Protocol.** The provisions of the Annexes of the 2002 Master Agreement Protocol, as published by the International Swaps and Derivatives Association, Inc. on 15th July 2003 (the “2002 Protocol”), shall apply as if each party had adhered to the 2002 Protocol by executing and delivering to ISDA an Adherence Letter (as defined in the 2002 Protocol).
- (h) **ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** The provisions of the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol (including the Attachment thereto), as published by the International Swaps and Derivatives Association, Inc. on 19th July 2013 (the “EMIR Protocol”), shall apply as if each party had adhered to the EMIR Protocol by executing and delivering to ISDA an Adherence Letter (as defined in the EMIR Protocol). The parties further agree to exchange the notices specified in Exhibit A to this Schedule.
- (i) **Article 55.** The terms of the ISDA 2016 Bail-in Article 55 BRRD Protocol (Dutch/French/German/Irish/Italian/Luxembourg/Spanish/UK entity-in-resolution version) (the "Protocol") are incorporated into and form part of this Agreement. For the purposes of the Protocol, (i) this Agreement shall be deemed to be a Covered ISDA Master Agreement; (ii) each of Party A and Party B shall be deemed to be an Adhering Party; and (iii) the Implementation Date shall be the date of this Agreement. In the event of any inconsistencies between this Agreement and the Protocol, the Protocol will prevail.
- (j) **Resolution Stay.** The terms of the French Jurisdictional Module of the ISDA Resolution Stay Jurisdictional Modular Protocol (the "French Module") are incorporated into and form part of this Agreement. For the purposes of the French Module, (i) this Agreement shall be deemed to be a Covered Agreement, and (ii) the Implementation Date shall be the date of this Agreement. In the event of any inconsistencies between this Agreement and the French Module, the French Module will prevail. Party A shall be deemed to have adhered to the French Module as a Regulated Entity, and Party B shall be deemed to have adhered to the French Module as a Module Adhering Party and to have identified Party A as a Regulated Entity Counterparty.
- (k) **ISDA Master Agreement Pre Printed Pages.** It is the intention of both parties that Sections 1 to 14 of the Master Agreement signed by the parties be on the same terms as the 2002 ISDA Master Agreement Copyright © 2002 by the International Swaps & Derivatives Association, Inc. (“ISDA”). In the event of any inconsistency between Sections 1 to 14 of the 2002 ISDA Master Agreement Copyright © 2002 by ISDA and the Master Agreement purporting to incorporate Sections 1 to 14 of this Agreement, Sections 1 to 14 of the 2002 ISDA Master Agreement Copyright © 2002 by ISDA, shall apply.
- (l) Section 8(b) shall be amended so that each reference in it to “judgment or order” shall be changed to refer to “judgment, arbitral award or order” and the words “or arbitral tribunal” shall be added after the words “another court”.
- (m) Section 8(c) shall be amended by adding the words “or arbitral award” after the word “judgment”.
- (n) Section 9(h) shall be amended by adding the words “or arbitral award” after the words “before as well as after judgment” each time they appear.
- (o) Section 12(a) is amended by deleting the words “or e-mail” will be deleted after the word “system” and before “)” in the third line.

- (p) Section 14 of the Agreement shall be amended by:
- (i) adding the following definition of “Dispute”: ““Dispute” has the meaning specified in Section 13(b)(i).”; and
 - (ii) in the definition of “Proceedings”, deleting the words “Section 13(b)” and replacing them with the words “Section 13(d)”.
- (q) **ISDA Benchmarks Supplement.** The parties agree that the terms of the ISDA Benchmarks Supplement, as published by the International Swaps and Derivatives Association, Inc. on September 19, 2018 (the “Supplement”) are incorporated into and apply to this Agreement and any Transaction hereunder, as applicable and conditional upon the parties continuing to be parties to any such Transaction. References in the Supplement to any ‘ISDA Master Agreement’ will be deemed to be references to this Agreement. If there is any inconsistency between this provision and a Confirmation, this provision shall prevail unless such Confirmation expressly overrides the provisions of the relevant annex to the Supplement.

Part 6. Additional Provisions for Commodity Transactions

Commodity Definitions. The definitions and provisions included in the 2005 ISDA Commodity Definitions, including the Sub-Annexes thereto as elected below (as may be amended herein, and amended and supplemented from time to time) (the “Commodity Definitions”) and the 2006 ISDA Definitions (together with the Commodity Definitions, the “Definitions”) each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”) are incorporated by reference in, and made part of, this Agreement and each Confirmation as if set forth in full in this Agreement and such Confirmation with respect to any Transaction. In the event of any inconsistency between the 2006 ISDA Definitions and the Commodity Definitions with respect to such Transactions, the Commodity Definitions shall prevail. Subject to Section 1(b), in the event of any inconsistency between the provisions of any Confirmation, this Agreement, and the Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.

- Sub-Annex A Terms relating to Commodity Reference Prices.
- Sub-Annex B Bullion Transactions.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

**mitsui bussan commodities
(france) sa**

čepro, a.s.

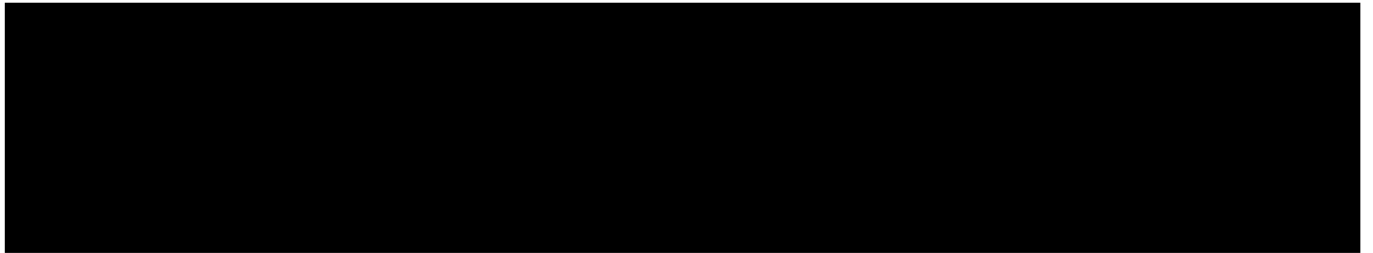


Exhibit A

ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol

For the purpose of the EMIR Protocol, the parties hereby declare the following:

Parties' portfolio reconciliation status:

Party A confirms that it is a Portfolio Data Sending Entity.
Party B confirms that it is a Portfolio Data Receiving Entity.

Parties' Local Business Days:

Party A specifies the following place(s) for the purpose of the definition of Local Business Day as it applies to it: London,
Party B specifies the following place(s) for the purpose of the definition of Local Business Day as it applies to it: Prague.

Party B's Affiliates which are its agent:

With respect to Part I(3)(a) of the Attachment to the EMIR Protocol, Party B appoints the following Affiliates (as defined in the Attachment to the EMIR Protocol) as their agent: Not applicable.

Parties' contact details for Portfolio Data, discrepancy notices and Dispute Notices:

The following items may be delivered to each party at the contact details shown:

With respect to Party A:

Portfolio Data, notice of discrepancy
and Dispute Notice:

With respect to Party B:

Portfolio Data, notice of discrepancy
and Dispute Notice:

