

(2) Any such determination shall be without prejudice to rights and obligations accrued under this Agreement prior to the date of such determination and to be effective must be made by notice in writing or by cable or radiogram (specifying the date upon which this Agreement is to be determined) signed on behalf of a majority of the Foreign Bankers' Committees and despatched to the Bank for International Settlements and to the German Committee, but failure so to notify the German Committee shall not nullify such termination.

(3) The declaration in the Federal Republic of a general foreign moratorium in whatever form shall *ipso facto* determine this Agreement.

3. Maintenance of Credits, etc.

(1) During the period of this Agreement the right of any Foreign Bank Creditor to repayment of short-term credits with respect to which he has adhered to this Agreement shall be postponed until the termination of this Agreement, except that such Foreign Bank Creditor shall be entitled to any earlier payment granted or permitted by any Clause of this Agreement. Every German Debtor by adhering hereto agrees that all short-term credits with respect to which he adheres shall be due and payable in full in the relative foreign currency on the termination of this Agreement, subject to such reductions as shall have been made prior to such termination pursuant to any of the provisions hereof.

(2) Neither the execution of this Agreement nor anything contained herein shall operate to prejudice any of the rights and obligations of a Foreign Bank Creditor and his German Debtor in respect of a short-term credit which have arisen

- (i) as a result of any act or thing done or omitted by the German Debtor for the benefit of the Foreign Bank Creditor during the period from the termination of the latest of the previous Agreements applicable to the relative short-term credit and the coming into force of this Agreement, or
- (ii) as a result of the exercise by the Foreign Bank Creditor of any rights or powers available to him during the period mentioned in the last foregoing paragraph.

By adhering to this Agreement in respect of any short-term credit the Foreign Bank Creditor shall be deemed to ratify and confirm any action taken by his German Debtor for the benefit of such Foreign Bank Creditor as specified in the foregoing paragraph (i) and such ratification shall be deemed to have had effect at the time when the relative action was taken.

(3) The ratification provided in the preceding sub-Clause shall not apply to any payments made by any German Debtor in German currency other than payments made to or for the account of the Foreign Bank Creditor with his express consent.

(4) With respect to any short-term credit or part thereof in regard to which a German Bank Debtor was required pursuant to sub-Clause (1) of Clause 7 of the 1939 Agreement (or corresponding provisions of any subsequent Agreement) to obtain from its client an *eigene Wechsel* or letter of guarantee, such Bank Debtor shall upon his adherence to this Agreement procure for the Foreign Bank Creditor a new *eigene Wechsel* or (at the option of the Foreign Bank Creditor) a new letter of guarantee dated not earlier than the date of this Agreement and shall hold the same for or forward it to the Foreign Bank Creditor as required by the said sub-Clause (or corresponding provisions). Such letter of guarantee shall contain an obligation of the client to reimburse the German Bank Debtor in the form and to the extent demanded by such Bank Debtor in the event that such Bank Debtor voluntarily repays the relative short-term credit or part thereof in German currency pursuant to Clause 10 hereof.