

ISDA[®]

International Swaps and Derivatives Association, Inc.

SCHEDULE to the 2002 Master Agreement

dated as of.....

ICBC (Europe) S.A. and

("Party A")

("Party B")

Part 1. Termination Provisions

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

Section 5(a)(v),	Not applicable
Section 5(a)(vi),	Not applicable
Section 5(a)(vii),	Not applicable
Section 5(b)(v),	Not applicable

and in relation to Party B for the purpose of:

Section 5(a)(v),	Not applicable
Section 5(a)(vi),	Not applicable
Section 5(a)(vii),	Not applicable
Section 5(b)(v),	Not applicable

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

(c) The "**Cross-Default**" provision of Section 5(a)(vi) will apply to Party A and will apply to Party B, subject to amendment by adding at the end thereof the following words:

"provided, however, that, notwithstanding the foregoing, an Event of Default will not occur under either (1) or (2) above if (A) the default, or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature, (B) funds were available to such party to enable it to make the relevant payment when due and (C) such payment is made within three Local Business Days following receipt of written notice from an interested party of such failure to pay".

The following shall apply with respect to Section 5(a)(vi):

“**Specified Indebtedness**” will have the meaning specified in Section 14 of this Agreement, except that such term will not include obligations in respect of deposits received in the ordinary course of a party’s banking business.

“**Threshold Amount**” means:

- with respect to Party A, an amount equal to 5,000,000.00 USD; and
- with respect to Party B, an amount equal to 5,000,000.00 USD.

- (d) The “**Credit Event Upon Merger**” provisions of Section 5(b)(v) will apply to Party A and will apply to Party B. For the purpose of the definition of the Credit Event Upon Merger provisions of Section 5(b)(v), "materially weaker" means (i) if X is Party A, that one or more rating agencies will downgrade the long term, unsecured, unsubordinated debt obligations of the resulting, surviving or transferee entity to below BBB+ from Standard and Poor’s Ratings Group, a division of McGraw Hill Inc, or to below Baa1 by Moody’s Investor Services, Inc or to below BBB+ from Fitch Ratings Limited, or (ii) if X is Party B, that the creditworthiness of the resulting, surviving or transferee entity, is, in the reasonable and good faith opinion of Party A, insufficient to ensure that such entity will have the ability to perform its obligations under this Agreement.
- (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 the currency selected by the Non-defaulting Party or the party which is not the Affected Party, or, in circumstances where there are two Affected Parties, agreed by Party A and Party B, and failing such agreement the Termination Currency shall be United States Dollars. However, the Termination Currency selected by the Non-defaulting Party or the party which is not the Affected Party (i) shall be one of the currencies in which payments in respect of the Terminated Transactions are required to be made, and (ii) shall be freely transferable into all other currencies in which payments are to be made in respect of any Terminated Transaction.
- (g) **Additional Termination Event** will not apply.

Part 2.
Tax Representations

- (a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement, Party A and Party B 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 and Party B make no representations, unless otherwise provided in the relevant Confirmation.

Part 3.
Agreement to Deliver Documents

For the purpose of Section 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A and Party B	In relation to each party, any document or certificate reasonably required or reasonably requested by a party in connection with its obligations to make a payment under this Agreement which would enable that party to make the payment free from any deduction or withholding for or on account of Tax or as would reduce the rate at which deduction or withholding for or on account of Tax is applicable to that payment.	As soon as reasonably practicable following written demand.

(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	Satisfactory evidence in form and substance to the other Party of the names, titles and authority, and specimen signatures of, the persons authorised to execute this Agreement on its behalf.	Upon the execution of this Agreement and thereafter on request of the other Party.	Yes
Party A and Party B	Copy of each Party's current and up-to-date constitutional documents (memorandum and articles of association or equivalent) certified by that Party's company secretary or a public notary	Upon request by the other Party	Yes
Party A and Party B	Most recent duly approved audited consolidated annual financial statements of Party A and Party B and any Credit Support Provider of Party A	Promptly following demand by Party A or Party B respectively provided always that such documents are	Yes, but the phrase "true, accurate and complete" in Section 3(d) shall be deleted

or Party B.

publicly filed

and the words
"true and fair"
inserted in lieu
thereof.

Party A and
Party B

A letter from the process
agent of Party A and Party B
evidencing its agreement to
act as process agent for that
party in respect of the
Agreement.

Promptly following
demand by Party A or
Party B.

Yes.

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:**

Name:
Address:
Attention:
Facsimile:
Telephone:
Email:

Copy to:
Telephone:

And copy to:
Telephone:

Address for notices or communications to **Party B:**

Name:
Address:
Attention:
Facsimile:
Telephone:
Email:

Copy to:
Facsimile:
Telephone:

(b) *Process Agent*

For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent:

Party B appoints as its Process Agent:

Offices. The provisions of Section 10(a) will apply to this Agreement.

(c) *Multibranch Party.* For the purpose of Section 10(b) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(d) **Calculation Agent.** The Calculation Agent is Party A unless otherwise specified in a Confirmation in relation to the relevant Transaction, and unless an Event of Default has occurred and is continuing with respect to Party A, in which case Party B shall be entitled to nominate a leading financial institution in the relevant market selected by Party B to act as Calculation Agent. The failure of a party to perform its obligations as Calculation Agent hereunder shall not be construed as an Event of Default or Termination Event.

(e) **Credit Support Document.**

Details of any Credit Support Document with respect to Party A: Not applicable.

Details of any Credit Support Document with respect to Party B: Not applicable

(f) **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

(g) **Governing Law.** This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement and each Transaction, will be governed by and construed in accordance with English law.

(h) **Netting of Payments.** “Multiple Transaction Payment Netting” will not apply for the purpose of Section 2(c) of this Agreement.

(i) **“Affiliate”** will have the meaning specified in Section 14 of this Agreement.

(j) **Absence of Litigation.** For the purpose of Section 3(c):-

“Specified Entity” means in relation to Party A, none.

“Specified Entity” means in relation to Party B, none.

(k) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

(l) **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 judgment 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 will 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 risks of that Transaction.

- (3) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
 - (4) *Creditworthiness and Consideration.* The creditworthiness of the other party was or will be a material consideration in entering into or determining the terms of this Agreement and each Transaction, including pricing, cost or credit enhancement terms of the Agreement or Transaction.
 - (5) *Line of Business.* It is entering into that Transaction for the purpose of managing its borrowing or investments, hedging its underlying assets or liabilities or in connection with a line of business which falls within the authorised activity of the company.
- (m) ***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.

Part 5.
Other Provisions.

- (a) **Scope of Agreement.** Notwithstanding anything contained in this Agreement to the contrary, any transaction which may otherwise constitute a “Specified Transaction” for purposes of this Agreement which has been or will be entered into between the parties shall constitute a “Transaction” which is subject to, governed by, and construed in accordance with the terms of this Agreement, unless any Confirmation with respect to a Transaction entered into after the execution of this Agreement expressly provides otherwise. Transactions which are deemed to be covered by another internationally recognised master agreement will be excluded from this clause.
- (b) **Definitions.** This Agreement and each Transaction hereunder are subject to the 2006 ISDA Definitions (the “**2006 Definitions**”) and the 2005 ISDA Commodity Definitions (the “**Commodity Definitions**”) (as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”)), and will be governed in all relevant respects by the provisions set forth in the 2006 Definitions and the Commodity Definitions, as they may be officially amended or supplemented from time to time by ISDA, provided, however, that other definitions from time to time published by ISDA shall wholly or partly apply for certain Transactions if and to the extent agreed by the parties. The 2006 Definitions and the Commodity Definitions and all such other definitions to the extent agreed by the parties are collectively referred to below as the “ISDA Definitions”. The respective ISDA Definitions are incorporated by reference in, and shall be deemed part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and the relevant Confirmation. In the event of any conflict or inconsistency between the provisions of any of the ISDA Definitions and this Agreement or any Confirmation, this Agreement or, as the case may be, the relevant Confirmation shall prevail.
- (c) **2002 Master Agreement Protocol.** The parties agree that the definitions and provisions contained in the 2002 Master Agreement Protocol, as published on 15th July 2003 by The International Swaps and Derivatives Association Inc., are incorporated into and apply to this Agreement as if set out in full herein, for the purpose of indicating agreement by the parties to the amendments set out in Annexes 1 to 18 of the Protocol. References in the Protocol to a 2002 Master shall be deemed to be a reference to this Agreement. For the avoidance of doubt, if there is any inconsistency between this provision and the provisions in a Confirmation of a Transaction, this provision shall prevail unless such Confirmation expressly overrides the provisions of the relevant annex to the 2002 Master Agreement Protocol.
- (d) **Printing of the ISDA Master Agreement.** Sections 1 to 14 of this ISDA Master Agreement have been printed. It is the intention of the Parties that the printed form provided should be on the same terms as the ISDA 2002 Master Agreement Copyright © 2002 by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between Sections 1 to 14 of the ISDA 2002 Master Agreement Copyright © 2002 by the International Swaps and Derivatives Association, Inc. and the printed document purporting to incorporate Sections 1 to 14 of this Agreement, Sections 1 to 14 of the ISDA 2002 Master Agreement Copyright © 2002 by the International Swaps and Derivatives Association, Inc., shall apply.
- (e) **Failure to Pay or Deliver Event of Default.** Section 5(a)(i) of this Agreement shall be amended by replacing all references to "first Local Business Day" with references to "three Local Business Days".
- (f) **Fully Paid Transactions.** The condition precedent in Section 2(a)(iii)(1) does not apply to a

payment and delivery owing by a party if the other party shall have satisfied in full all its payment or delivery obligations under Section 2(a)(i) of this Agreement and shall at the relevant time have no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i).

- (g) **Change of Account.** Section 2(b) of this Agreement is hereby amended by the insertion of the following at the end thereof after the word "change":

“, provided that if such new account shall not be in the same jurisdiction having the same power to tax as the original account, the party not changing its account shall not be obliged to pay any greater amounts and shall not receive less as a result of such change than would have been the case if such change had not taken place”.

- (h) **Deduction or Withholding for Tax:** Section 2(d)(i)(4) is amended by the addition of “; or” at the end of sub-paragraph (B) and the addition of a new sub-paragraph (C) as follows:-

“(C) Y refusing to supply any form or document under Section 4(a)(iii) on grounds of material prejudice to its legal or commercial position.”

- (i) **Absence of Litigation.** Section 3(c) is amended by inserting at the beginning of the sentence the following words: “Other than as disclosed in its most recent audited annual report,” and the inclusion of the word “adversely” before the word “affect” in the third line.

- (j) **Bankruptcy.** Section 5(a)(vii) is amended by:

- a. inserting the words "reconstruction," prior to the word "consolidation" in sub-section (1) and (5); and
- b. inserting in subclause (3) after the words “benefit of its creditors” the words “or sends out a notice convening a meeting of its creditors to propose a voluntary arrangement”.

- (k) **Merger.** Section 5(b)(v)(1) is amended by inserting after the words “another entity” the words “or another entity consolidates or amalgamates with or merges into or transfers all or substantially all its assets to X”.

- (l) **Close of Business for Service of Notices.** Section 12(a) of this Agreement is amended by replacing "after the close of business on a Local Business Day" with "after 4.30 pm on a Local Business Day (in the place specified in the principal address for notice provided by the recipient".

- (m) **Timely Confirmation.**

- (i) When a not Cleared Transaction has been concluded, each party agrees to use commercially reasonable efforts acting in good faith to ensure there is a Confirmation in respect of each Designated Transaction by the Confirmation Deadline.
- (ii) In respect of each Designated Transaction:
 - a. Party A will deliver a Confirmation to Party B as soon as possible and at the latest by 4.30 pm on the Local Business Day prior to the Confirmation Deadline; and
 - b. following the delivery in (a) above, Party B will use reasonable efforts acting in good faith and a commercially reasonable manner, either to confirm the Confirmation or deliver to Party A a Not Confirmed Notice as soon as possible and at the latest by 4 pm on the Confirmation Deadline.

- (iii) If Party B delivers a Not Confirmed Notice to Party A then the parties will use reasonable efforts acting in good faith and a commercially reasonable manner to attempt to resolve the difference and confirm the Designated Transaction as soon as possible.
- (iv) In respect of each Designated Transaction, if Party A sends a Confirmation to Party B by 4 pm on the Local Business Day prior to the Confirmation Deadline and Party B does not confirm the Confirmation or does not deliver to Party A a Not Confirmed Notice by 4 pm on the business day of the Confirmation Deadline, Party B will be deemed to have agreed to the terms of the Confirmation and to have confirmed the Confirmation at 4pm on the business day of the Confirmation Deadline.
- (v) "**Cleared**" means, in respect of a Transaction, that such Transaction has been submitted (including where details of such Transaction are submitted) to a CCP for clearing in a relevant CCP Service and that such CCP has become a party to a resulting or corresponding transaction, as applicable, pursuant to such CCP's Rule Set. "CCP" means a central clearing house authorised under Article 14 of EMIR or recognised under Article 25 of EMIR. "CCP Service" means in respect of a CCP, an over-the-counter derivative clearing service offered by such CCP. "EMIR" means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012. "Rule Set" means, with respect to a CCP Service, the relevant rules, conditions, procedures, regulations, standard terms, membership agreements, collateral addenda, notices, guidance, policies or other such documents promulgated by the relevant CCP and amended and supplemented from time to time.
- (vi) "**Designated Transaction**" means any of the following types of transaction entered into by the parties pursuant to this Agreement:
 - a. Cross-currency swap;
 - b. Non-deliverable and deliverable forward
 - c. Interest rate and foreign exchange swap,
 - d. Interest rate swap,
 - e. or such other transaction which the parties agree in writing from time to time shall be a Designated Transaction under this Agreement.
- (vii) "**Confirmation Deadline**" means the timely confirmation deadline specified in Article 12 of Commission Delegated Regulation (EU) No 149/2013.
- (viii) "**Not Confirmed Notice**" means, with respect to a Confirmation provided by Party A, a notice sent by fax or e-mail or any other means of communication agreed upon between the Parties from Party B to Party A stating that the terms of such Confirmation do not accurately reflect the terms of the Transaction, which terms are inaccurate and what such terms should be in the opinion of Party B. Party B knows and accepts that some means of communication, such as e-mail, are not as secure as other means of communication and third parties may get unauthorized access to confidential information.

(n) **Foreign Account Tax Compliance Act.**

- a. “**Tax**” as used in Part 2(a) of this Schedule (*Payer Tax Representation*) and “**Indemnifiable Tax**” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any legislation, or fiscal or regulatory rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a “**FATCA Withholding Tax**”). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.
- b. Each party agrees that it can disclose information about the other party and any Transaction entered into under this Agreement to any government or taxing authority if so required by Sections 1471 through 1474 of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code , and each party irrevocably waives, to the extent possible, any applicable law which prevents such disclosure about the other party and any Transaction entered into under this Agreement.[–]

(o) **2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** The Parties agree that the terms of the 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by the International Swaps and Derivatives Association, Inc. (“**Protocol**”) apply to this Agreement as if the parties had adhered to the Protocol without amendment. For these purposes:

- (1) Party A is a Portfolio Data Sending Entity and Party B is a Portfolio Data Receiving Entity;
- (2) Party A and Party B may use a Third Party Service Provider, and the other party (in each case) consents to such use including the communication of the relevant data in relation to that other party to such Third Party Service Provider for the purposes of the reconciliation services provided by such entity;
- (3) The Local Business Days for such purposes in relation to Party A is Luxembourg and in relation to Party B is Luxembourg.
- (4) The following are the applicable email addresses:

Portfolio Data:
Party A:

Notice of discrepancy:
Party A:

Dispute Notice:
Party A:

Party B:

[–] Additional representations over Part 3(a)

- (p) **ISDA 2013 EMIR NFC Representation Protocol Terms.** The Parties agree that the definitions and provisions contained in the Attachment to the ISDA 2013 EMIR NFC Representation Protocol published on March 8, 2013 by the International Swaps and Derivatives Association, Inc. (the "**NFC Protocol**") are incorporated into and apply to this Agreement and any Transaction hereunder, as applicable. In this respect, references in the NFC Protocol to any '*Covered Master Agreement*' will be deemed to be references to this Agreement and the term "the parties", as used in the NFC Protocol shall be construed as referring to Party A and Party B. For the avoidance of doubt, if there is any inconsistency between this provision and the provisions in a Confirmation of a Transaction, this provision shall prevail unless such Confirmation expressly overrides the provisions of the Attachment to the NFC Protocol.

The parties further agree that the text of the Attachment to the NFC Protocol shall be construed subject to, and in accordance with, the following provisions:

- (i) Party A shall be treated as if it had adhered to the NFC Protocol as a party that does make the NFC Representation;

Party B shall be treated as if it had adhered to the NFC Protocol as a party that does make the NFC Representation.

- (ii) Contact details for Clearing Status Notice, Non-Clearing Status Notice, NFC+ Representation Notice, NFC Representation Notice or Non-representation Notice:

Party A:

Party B:

- (q) **Reporting under EMIR.** Party A and/or Party B, as the case may be, will be required to report information in respect of Relevant Transactions pursuant to the EMIR Reporting Requirement and in accordance with this Part 5(q). In respect of each Relevant Transaction, Party A and Party B agree that:

- (i) Party A and Party B will each report the Counterparty Data in relation to it and each report the Common Data, in each case by the Reporting Deadline and to the Relevant Trade Repository; and

- (i) Party A and Party B agree that they will act in good faith to agree the Common Data before it is reported to the Relevant Trade Repository.

For these purposes:

"Common Data" means, with respect to a Relevant Transaction, the information listed in Table 2 (*Common Data*) of the Reporting Annexes.

"Counterparty Data" means, with respect to a Relevant Transaction and a party, the information listed in Table 1 (*Counterparty Data*) of the Reporting Annexes.

"EMIR" means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012.

"EMIR Reporting Requirement" means the obligation to report details of derivative contracts that are concluded, modified or terminated to a trade repository or ESMA in accordance with Article 9 of EMIR.

"ESMA" means the European Securities and Markets Authority established by Regulation (EU) No 1095/2010 of the European Parliament and of the Council.

"Relevant Trade Repository" means, in respect of a Relevant Transaction, the Trade Repository agreed between Party A and Party B from time to time for such type or class of Relevant Transaction, or, where no Trade Repository is available to record the details of such Relevant Transaction, ESMA.

"Relevant Transaction" means any Transaction that is subject to the EMIR Reporting Requirement.

"Reporting Annexes" means (i) Table 2 of the Annex to the Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012 and published 23 February 2013 in the Official Journal of the European Union, and (ii) Table 2 of the Annex to the Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012 and published 21 December 2012 in the Official Journal of the European Union.

"Reporting Deadline" means the deadline for reporting the Relevant Transaction as specified in Article 9 of EMIR.

"Trade Repository" means any entity registered as a trade repository in accordance with Article 55 of EMIR or recognized as a trade repository in accordance with Article 77 of EMIR.

- (r) **Severability.** In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, such provisions shall be severed from this Agreement, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavour, in good faith negotiations, to replace the invalid, illegal or unenforceable provision with valid legal or enforceable provisions, the economic effect of which comes as close as reasonably possible to that of the invalid, illegal or unenforceable provisions, provided that this severability provision shall not affect the single agreement provision of Section 1(c) of this Agreement.
- (s) **Third Party Rights.** 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 terms of this Agreement.
- (t) **Consent to Disclosure.** Each Party agrees and consents to the communication and disclosure of all information in respect of it, this Agreement and any Transaction and all matters incidental hereto and thereto by the other Party: (i) to the head office and all other branches and Affiliates of the other Party, provided such communication and disclosure is for risk management and administrative purposes; and (ii) as required by any applicable law or regulation or any court, government, regulatory body or other authority of a competent jurisdiction and each party irrevocably waives, to the extent possible, any applicable law which prevents such disclosure about the other party and any Transaction entered into under this Agreement.

Part 6
FX and Currency Options Transactions

(a) **Confirmations**

Where a Transaction is confirmed by means of an electronic messaging system that the parties have elected to use to confirm such Transaction or if the Transaction is a FX Transaction or a Currency Option Transaction confirmed by a means other than by an electronic messaging system (i) such confirmation will constitute a 'Confirmation' as referred to in this Agreement even where not so specified in the confirmation, (ii) such Confirmation will supplement, form part of, and be subject to this Agreement (unless such Confirmation shall expressly state otherwise) and all provisions in the Agreement will govern the Confirmation except as modified therein and (iii) the definitions and provisions contained in the 1998 ISDA FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) as amended and supplemented by the 1998 ISDA Euro Definitions (published by the International Swaps and Derivatives Association, Inc.) (together the "**FX Definitions**") will be incorporated into the Confirmation if the Transaction is an FX Transaction or Currency Option Transaction.

For the purpose of this Agreement, the terms "Currency Option Transaction" and "FX Transaction" shall have the meanings ascribed to them in the FX Definitions.

- (b) **Payment Instructions.** All payments to be made hereunder in respect of FX Transactions and Currency Option Transactions shall be made in accordance with standing payment instructions provided in writing from time to time by the parties (or as otherwise specified in a Confirmation). Any such instructions from a party must be received no later than three (3) Local Business Days prior to the Settlement Date or Premium Payment Date (as the case may be) for such Transaction and otherwise be in conformity with standard interdealer market practice regarding foreign currency delivery.

(c) **Payment of Premiums for Currency Option Transactions.**

- (i) Unless otherwise agreed in writing by the parties, the Premium for any Currency Option Transaction shall be paid on its Premium Payment Date.
- (ii) If the Premium is not paid on its Premium Payment Date, the Seller may elect:
- (A) to accept a late payment of such Premium;
 - (B) to give written notice of such non-payment and, if such payment shall not be received within three (3) Local Business Days of such notice, treat the related Currency Option Transaction as void; or
 - (C) to give written notice of such non-payment and, if such payment shall not be received within three (3) Local Business Days of such notice, treat such non-payment as an Event of Default under Section 5 (a) (i) of the Agreement.
- (iii) If the Seller elects to act under either (A) or (B) above, the Buyer shall pay all out-of-pocket costs and actual damages incurred in connection with such unpaid or late Premium or void Currency Option Transaction, including, without limitation, interest on such Premium from and including the Premium Payment Date to but excluding the late payment date in the same currency as such Premium at the prevailing market rate and any other losses, costs or expenses incurred by the Seller in connection with such terminated Currency Option Transaction, for the loss of its bargain, its cost of funding, or the loss

incurred as a result of terminating, liquidating, obtaining or re-establishing a delta hedge or related trading position with respect to such Currency Option Transaction.

(d) **Netting Discharge and Termination of Currency Option Transactions.**

From a date to be mutually agreed by the parties, any Call or any Put written by a party will automatically be terminated and discharged, in whole or in part, as applicable, and unless otherwise agreed, against a Call or a Put, respectively written by the other party, such discharge and termination to occur automatically upon the payment in full of the last Premium payable in respect of such Currency Option Transaction in accordance with standard payment instructions; provided that such discharge and termination may only occur in respect of Currency Option Transactions:

- (i) each being with respect to the same Put Currency and the same Call Currency;
- (ii) each having the same Expiration Date and Expiration Time;
- (iii) each being of the same style i.e. either both being American or both being European;
- (iv) each having the same Strike Price;
- (v) each having been transacted by the same offices of Party A and Party B; and
- (vi) neither of which shall have been exercised by delivery of a Notice of Exercise;

and upon the occurrence of such discharge and termination, neither Party shall have any obligation to the other Party in respect of the relevant Currency Option Transaction or, as the case may be, parts thereof so discharged and terminated. Such discharge and termination shall be effective notwithstanding that either party may fail to record such discharge and termination in its books. In the case of a partial discharge and termination (i.e. where the relevant Currency Option Transactions are for different amounts of the Currency Pair), the remaining portion of the Currency Option Transaction which is partially discharged and terminated shall continue to be a Currency Option Transaction for the purposes of the Agreement, including this provision.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorised officers as of the date hereof,

Name:
Title:
Date:

Name:
Title:
Date:

Name:
Title:
Date: