

PLEASE NOTE THAT THIS IS A DRAFT CONFIRMATION AND IS BEING PROVIDED FOR YOUR INFORMATION AND CONVENIENCE ONLY. A FINAL CONFIRMATION WILL BE FORWARDED TO YOU UPON COMPLETION OF THE TRANSACTION. THIS DRAFT DOES NOT REPRESENT A COMMITMENT ON THE PART OF EITHER PARTY TO ENTER INTO ANY TRANSACTION

Trade Date: []

Option Style: European

Option Type: Call

Seller: []

Buyer: []

Index(es):

Index i	Index Name	Index Sponsor	Multiple Exchange	Exchange	Related Exchange	Bloomberg Symbol
1	[]	[]	[]	[]	[]	[]

Number of Options: []

Strike Price: []

Premium: [] (Premium per Option [])

Premium Payment Date: []

Premium Payer: []

Procedures for Exercise:

Expiration Time: The Valuation Time

Expiration Date: []

Multiple Exercise: Not Applicable

Minimum Number of Options: Not Applicable

Maximum Number of Options: Not Applicable

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Integral Multiple: Not Applicable

Automatic Exercise: Applicable

Seller's Telephone Number and Telex and/or Facsimile Number and Contact Details for purpose of giving Notice: See Agreement

Futures Price Valuation:

Futures Price Valuation: Applicable

Valuation Time: The time at which the Exchange Delivery Settlement Price (EDSP) of the Index i is published by the Related Exchange.

Valuation Date: The Expiration Date

Exchange Delivery Settlement Price (EDSP): The Official Settlement Price as defined in Section 6.8 of the Equity Definitions.

Adjustment to Section 6.8: Sections 6.8(b)(ii) and 6.8(d) of the Equity Definitions are amended by replacing the term "Exchange" with the term "Related Exchange".

Exchange-traded Contract: The Nearest Index Contract

Nearest Index Contract: The option contract on the relevant Index i traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that matches the Expiration Date and that is most closely equivalent to the terms of the Transaction.

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: []

Cash Settlement Payment Date: []

Index Adjustment Event:

Index Cancellation: Calculation Agent Adjustment

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Index Modification: Calculation Agent Adjustment

Index Disruption: Calculation Agent Adjustment

Additional Disruption Events:

Change in Law: Applicable

Section 12.9(a)(ii) of the Equity Definitions is replaced in its entirety by the following:

"Change in Law" means that, on or after the Trade Date of this Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) it will, or there is a substantial likelihood that it will, within the next 30 calendar days, but before the Termination Date of the Transaction become, or it has become illegal for a party (or an affiliate of that party) to this Transaction to hold, acquire or dispose of Hedge Positions relating to this Transaction, or (Y) a party to this Transaction will incur a materially increased cost in performing its obligations under this Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

Failure to Deliver: Not Applicable

Insolvency Filing: Not Applicable

Hedging Disruption: Applicable. Section 12.9(a)(v) of the Equity Definitions is replaced in its entirety as follows:

"Hedging Disruption" means that a Hedging Party is unable, after using commercially reasonable efforts, to either (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to this Transaction, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions or this Transaction between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

Increased Cost of Hedging: Applicable

Hedging Party for all Additional Disruption Events: Calculation Agent

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Determining Party: Calculation Agent

Other Terms:

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

Index Disclaimer: Applicable

Calculation Agent: Party A and Party B

3. Account Details:

Account for payments to Party A: to be advised prior to payment

Account for payments to Party B: to be advised prior to payment

4. Offices:

The Office of Party A for the Transaction is: London

The Office of Party B for the Transaction is: London

5. Representations: Each party represents to the other party as of the date that it enters into this Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

(i) Own Decision. It is acting for its own account, and it has made its own decisions to enter into this Transaction and as to whether the 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 understood that information and explanations related to the terms and conditions of this Transaction shall not be considered to be investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(ii) 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 and conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

(iii) Status of Parties. The other party is not acting as a fiduciary for it in respect of this Transaction.

This Confirmation supercedes and replaces any other deal acknowledgment or confirmation (including any electronic or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof, and

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any amendments, replacements or supplements to any electronic confirmation sent in connection with this Transaction after the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms

Yours faithfully
For and on behalf of
STANDARD CHARTERED BANK

By:
Name:
Title:

Confirmed as of the date first above written,
For and on behalf of
CP NAME
By:
Name:
Title: