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STANDARD CHARTERED BANK  
FINANCIAL MARKETS OPERATIONS  
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Date: DD MM YYYY

Dear Sirs,

**Re: Equity Share Swap Transaction, Transaction Reference No: XXX/XXXXXXX**  
**Unique Identifier: XXXXXXXXXXXXX**

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between STANDARD CHARTERED BANK ("**Party A**") and ("**Party B**") on the Trade Date specified below (the "**Transaction**").

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**") and 2006 ISDA Definitions (the "**2006 Definitions**", and together with the Equity Definitions, the "**ISDA Definitions**"), each as published by the International Swaps and Derivatives Association, Inc. (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between (i) the Equity Definitions and the 2006 Definitions, the Equity Definitions will govern or (ii) the Equity Definitions or the 2006 Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of [ ], as amended and supplemented from time to time (the "**Agreement**"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date: [ ]

Effective Date: [ ]

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Termination Date: [ ]

Shares: [ ] (Bloomberg Code: [ ])

Exchange: [Hong Kong Stock Exchange ] [Tokyo Stock Exchange ] [Taiwan Stock Exchange] [Shanghai Stock Exchange] [Shenzhen Stock Exchange] [Australian Stock Exchange] [Korean Stock Exchange] [Indonesia Stock Exchange][Stock Exchange of Thailand][National Stock Exchange of India]

Related Exchange: All Exchanges

Valuation Date: [ ]

Valuation Time: Each of the times at which a Hedging Party terminates or liquidates its Hedge Positions in a commercially reasonable manner for the purposes of determining the Final Price

**Initial Exchange Amount:**

Initial Exchange Amount Payer: [ ]

Initial Exchange Amount: [ ]

Initial Exchange Date: Effective Date

**Independent Amount**

Independent Amount: [ ]%

**Floating Amounts**

Floating Amount Payer: [ ]

Notional Amount: The Equity Notional Amount

Payment Date(s): [ ]

Business Day: [Hong Kong] [New York] [Tokyo] [Taipei] [Sydney] [Seoul] [Jakarta]

Business Day Convention: [ ]

Floating Rate Option: [ ]

Designated Maturity: [ ]

Spread: [ ]

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Floating Rate Day Count Fraction: [      ]  
 Linear Interpolation: [      ]  
 Reset Date(s): The first day of each Calculation Period

**Equity Amounts**

Equity Amount Payer: [      ]  
 Equity Amount Receiver: [      ]  
 Number of Shares: [      ]  
 Equity Notional Amount: [      ]  
 Equity Notional Reset: [      ]  
 Type of Return: Total Return  
 [      ]

Initial Price:

Final Price (Close)

(i) In respect of any Valuation Date that is not the final Valuation Date, the official closing price per Share on the Exchange as at the Valuation Time on that Valuation Date as determined by the Calculation Agent, as adjusted to account for any factors (including the impact of any costs, commissions or other fees) that may be separately agreed between the parties from time to time.

(ii) In respect of the final Valuation Date, the official closing price per Share on the Exchange as at the Valuation Time on that Valuation Date, as determined by the Calculation Agent, as adjusted to account for any factors (including the impact of any costs, commissions or other fees) that may be separately agreed between the parties from time to time.

If the Valuation Date is a Disrupted Day and the Hedging Party has terminated or liquidated a portion of its Hedge Positions, such portion shall be considered part of the Hedging Party's Hedge Positions for the purposes of the preceding paragraph. Further, the Hedging Party may, if necessary for the purposes of determining the Final Price, terminate or liquidate the remainder of its Hedge Positions on the next succeeding Exchange Business Day following the Disrupted Day.

Final Price (Hedge Execution)

The price per Share determined by the Hedging Party equal to the weighted average of prices that would be realised by the Hedging Party, acting in a commercially reasonable manner, in terminating or liquidating its Hedge Positions at the Valuation Time on the Valuation Date or during the Final Execution Period, as adjusted to account for any costs, charges, commissions and other fees that may be separately agreed between the parties from time to time and any Local Taxes ("**Local Currency Final Price**"), and converted into the Settlement Currency in accordance with the FX Provisions.

"**Final Execution Period**" means the period from (and including) the Valuation Date to (and including) the earliest date by which the Hedging Party could terminate or liquidate the entirety of its Hedge

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Positions in a commercially reasonable manner (such later date, the "Final Execution Date").

Payment of Equity Amount: Notwithstanding Sections 8.6 and 8.7 of the Equity Definitions, the Equity Amount Payer shall pay to the Equity Amount Receiver the Equity Amount on the Cash Settlement Payment Date, provided that if the Equity Amount is a negative number, then the Equity Amount Receiver will pay to the Equity Amount Payer the absolute value of the Equity Amount on the Cash Settlement Payment Date.

Equity Amount:  $[(100\% - \text{Specified Percentage}) \times \text{Number of Shares} \times (\text{Final Price} - \text{Initial Price})] [- \text{Execution Cost}]$

Specified Percentage: [ ]%

Execution Cost: An amount equal to [ ]% of the excess (if any) of the Local Currency Final Price over the Local Currency Initial Price, converted into USD in accordance with the FX Provisions.

**Settlement Terms**

Cash Settlement: Applicable

Settlement Currency: [ ]

Cash Settlement Payment Date: The [ ]th Currency Business Day following the Valuation Date or, if later, the Final Execution Date, provided that if that date is not a Currency Business Day, the next following Currency Business Day.

Clearance System: Section 1.27 (Clearance System) of the Equity Definitions shall be deemed to be amended by (i) the deletion of the words "relating to a Physically-settled Transaction" in the first sentence; and (ii) the replacement of the words "Settlement Date" in the penultimate sentence with the words "Valuation Date".

FX Provisions: In respect of the Valuation Date and a Final Price or Equity Amount, or any Dividend Payment Date and a Dividend Amount, the Hedging Party acting in good faith and in a commercially reasonable manner shall determine the value of that amount in the Settlement Currency, using the Exchange Rate actually obtained by the Hedging Party for converting proceeds of (or any amounts in connection with) the relevant Hedge Positions into the Settlement Currency.

Exchange Rate: The currency exchange rate at the relevant time that is required to convert one unit of the Local Currency into the Settlement Currency.

Local Currency: The currency in which the Shares trade on the Exchange.

**Dividends**

Dividend Period: Second Period, provided that for the purposes of determining the Second Period in respect of the final Dividend Period, the final Valuation Date in respect of a particular portion of the Hedge

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Positions shall be deemed to be such date or dates on which such portion would be terminated or liquidated by the Hedging Party as determined under the provisions of "Final Price" above.

Dividend Amount:

In respect of the Shares, the related Dividend Period and the related Dividend Payment Date, subject to the Dividend Recovery provisions below, the product of:

- (i) the Relevant Dividend; and
- (ii) the Number of Shares,

converted, in accordance with the FX Provisions.

For the avoidance of doubt, the treatment of any non-cash dividend shall be determined in accordance with the Potential Adjustment Event provisions set out in Section 11.2 (Adjustments to Share Transactions and Share Basket Transactions) of the Equity Definitions (as amended) and the terms of Transaction may be adjusted accordingly.

Dividend Percentage:

[ ]%, subject to any adjustments determined by the Calculation Agent in a commercially reasonable manner to take into account any increase or decrease of Local Taxes or any change in the interpretation by any taxing authority of any applicable tax law or regulation. The Calculation Agent agrees to notify the parties of such adjustments as soon as reasonably practicable after the announcement of the relevant increase or decrease of Local Taxes or any change in the interpretation of any applicable tax law or regulation by the relevant taxing authority.

Relevant Dividend:

An amount equal to the product of:

- (a) the Ex Amount; and
- (b) the Dividend Percentage.

Dividend Recovery:

In respect of a Dividend Amount, if:

- (i) the gross cash dividend declared by the Issuer (a "**Declared Dividend**") to holders of record of the Shares is not equal to the gross amount deemed to be paid by the Issuer to holders of record of the Shares (notwithstanding that such payment is made to either any relevant taxing authority or holders of record) (a "**Dividend Mismatch Event**"); or
- (ii) the Issuer fails to make any payment or delivery in respect of that Declared Dividend by the third Currency Business Day following the relevant due date,

then in either case the Calculation Agent may (but is not obliged to) determine:

- (a) any appropriate adjustment or repayment to be made by a party to account for that Dividend Mismatch Event or non-payment or non-delivery, as the case may be;
- (b) the date any such repayment should be made and/or the effective date of such adjustment; and
- (c) any interest payable on such repayment amount.

If the Calculation Agent determines that such a repayment, or an interest payment should be made by a party, the amount so determined shall be payable on the date specified by the Calculation Agent. The parties further agree that in the event that an Issuer makes a payment or delivery in respect of a dividend that has already been the subject of an adjustment or repayment in

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accordance with this section, the Calculation Agent shall determine any appropriate adjustments or repayments to be made (including interest, if applicable) in respect of the Transaction in order to account for such subsequent payment or delivery by the Issuer.

The parties expressly acknowledge and agree that the provisions of this section (*Dividend Recovery*) shall apply and remain in full force and effect even if the Termination Date has occurred.

Dividend Payment Dates:	Share Payment – the Dividend Payment Date in respect of a Dividend Amount shall fall on a date that is [ ] Currency Business Days following the day on which the Issuer pays the relevant dividend to holders of record of the Shares.
Re-investment of Dividends:	Not Applicable
Extraordinary Dividends:	To be determined by the Calculation Agent

**Other Provisions**

Tax Indemnity: Party B will be responsible for and indemnify Party A against all taxes (including withholding tax), duties, levies and stamp duties of any kind arising from Party A's purchase, sale and holding of the Shares.

Party B shall indemnify Party A against any loss, cost or other liability whatsoever sustained or incurred by Party A in respect of any such tax, duty, charge, withholding or other payment in respect of the Shares save in respect of that due to the negligence, fraud or wilful misconduct by Party A. Following the payment of the Equity Amount, or Dividend Amount, the Party B acknowledges and agrees that it shall, from time to time and as soon as practicable upon demand by Party A, reimburse Party A on a full indemnity basis for all taxes, duties and other charges which have not been deducted from such amount and that are (as determined by the Calculation Agent in its sole and absolute discretion) assessed, ascertained, or become due or payable by Party A and/or any of its affiliates, in connection with the purchase, holding or sale of the Shares or receipt of dividends from the Issuer. This obligation of the Party B shall remain notwithstanding the termination of this Transaction, whether partial or in whole.

Regulatory Event: A Regulatory Event occurs when (i) this Transaction or the performance of the obligations under this Transaction has become unlawful as a result of compliance by Party A with any applicable present or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise; (ii) the performance of Party A's obligations under this Transaction is prevented or materially hindered or delayed due to any law rule, regulation, judgment, order, interpretation, directive

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or decree or material legislative or administrative interference of any Government Authority or other financial or economic reasons or any other causes or impediments beyond Party A's control (including but not limited to regulator's request to early terminate existing Qualified Foreign Institutional Investor products); (iii) any other event beyond the control of Party A has occurred which makes it impracticable, illegal or impossible for Party A to perform its obligations under the Transaction. If a Regulatory Event occurs, Party A may terminate this Transaction and the Determining Party will determine the Cancellation Amount payable by one party to the other in good faith. "Government Authority" means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Determining Party as referred to above means Party A.

**Adjustments:**

Method of Adjustment: Calculation Agent Adjustment. In its determinations of the existence and extent of any diluting or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Transaction, the Calculation Agent shall take into account the implication of any Local Taxes in connection with such Potential Adjustment Event and the applicable Dividend Percentage.

**Extraordinary Events:**

Consequences of Merger Events:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Modified Calculation Agent Adjustment

Share-for-Combined: Modified Calculation Agent Adjustment

Determining Party: [       ]

Tender Offer: [       ]

Consequences of Tender Offers:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Modified Calculation Agent Adjustment

Share-for-Combined: Modified Calculation Agent Adjustment

Determining Party: [       ]

Composition of Combined Consideration: Not applicable; notwithstanding Section 12.5(b) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event

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could be determined by a holder of the Shares, the Hedging Party will, in its sole discretion, determine such composition.

Nationalization, Insolvency or Delisting: Cancellation and Payment

Determining Party: [       ]

Extraordinary Fund Events: In respect of the Shares, if any of the following events occurs and has a material effect on this Transaction, as determined by the Calculation Agent in a commercially reasonable manner (the date of occurrence of any such event, the "**Fund Event Date**"), Calculation Agent Adjustment as defined in Section 12.2(d) of the Equity Definitions shall apply for which purpose references to "Merger Date" shall be deemed to be references to the Fund Event Date:

- (a) the Shares are reclassified or the Fund is acquired by, or aggregated into, another fund, whose mandate, risk-profile and/or benchmarks are determined, in the sole and absolute discretion of Party A, to be different from the mandate, risk-profile and/or benchmark of the Fund as stated as of the Trade Date or the Fund is wound-up, dissolved or liquidated;
- (b) there is a material change in the Fund, the constitutional documents, the mandate, risk profile or investment guidelines or objectives of the Fund as stated as of the Trade Date (as determined by Party A in its sole and absolute discretion);
- (c) any breach or violation of any strategy, objectives or investment guidelines stated in the constitutional documents of the Fund that is reasonably likely to affect the value of the Shares, or the rights or remedies of the holders of the Shares (in each case, as determined by Party A);
- (d) there is a material breach (as determined by Party A in its sole and absolute discretion) of the investment, borrowing or stock lending restrictions of the Fund;
- (e) the investment manager of the Fund, in accordance with the provisions of the constitutional documents, requires Party A or Party B to redeem or transfer such Shares held by the relevant party in connection with the Transaction;
- (f) where the Fund is required by its constitutional documents to calculate a net asset value on a calculation day and/or permit subscriptions and redemptions of the Shares on a dealing day, the Fund fails to do so on any such day otherwise than in accordance with the constitutional documents;
- (g) any change in the regulatory or tax treatment applicable to the Fund or the Shares, as applicable, which could, in the determination of Party A, have a negative effect on Party A if it were the holder of such Shares;
- (h) the activities of the Fund, the investment manager of the Fund or any service provider of the Fund is placed under review by its regulators for reasons of wrongdoing, breach of any rule or regulation or other similar reason or any disciplinary action is taken in



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- respect of such person and/or investment manager by its regulators;
- (i) the cancellation, suspension or revocation of the registration or approval of the Fund or the Shares by any governmental, legal or regulatory entity with authority over the Fund or Shares;
  - (j) the reported net asset value of the Fund decreases by 50% or more for any consecutive 3 month period;
  - (k) the occurrence or existence of any event, circumstance or cause beyond the control of Party A that has had or would be expected to have (as determined by Party A in its sole discretion) a material adverse effect on:
    - (i) the ability of Party A to hedge its position; or
    - (ii) the cost which Party A incurs in hedging its position,in either case with respect to the Fund;
  - (l) there is a material effect in the Fund, in the sole and absolute discretion of Party A, in relation to: (1) the resignation, termination, or replacement of the investment manager; or (2) the resignation, termination, death or replacement of any key person; and
  - (m) an illegality occurs or the relevant authorization or license is revoked in respect of the Trust, the Fund and/or the investment manager.]

**Additional Disruption Events:**

Change in Law:

Applicable; provided that Section 12.9(a)(ii)(B) of the Equity Definitions is replaced in its entirety as follows: "(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 that 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 the Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction".

Determining Party: [       ]

Hedging Disruption: [       ]

Increased Cost of Hedging: Applicable

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

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“(vi) **“Increased Cost of Hedging”** means that the Hedging Party would, after using commercially reasonable efforts, incur a materially increased (as compared with the circumstances that existed on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) (which amount of tax shall include, without limitation, any amount of tax due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position in relation to dividends) (a **“Hedging Cost”**) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of the Hedging Party Hedge or (B) freely realize, recover, receive, repatriate, remit or transfer out of or into the Local Jurisdiction the proceeds of or any amounts in connection with a Hedging Party Hedge. However, any such materially increased amount that is incurred solely as a result of the deterioration of the creditworthiness of the Hedging Party shall not be deemed an Increased Cost of Hedging.”

Hedging Party:

[     ]

Determining Party:

[     ]

Insolvency Filing:

Applicable

FX Disruption:

The definition of “Additional Disruption Event” in Section 12.9(a)(i) of the Equity Definitions shall be amended by inserting the following words at the end of such paragraph:

“and an FX Disruption”.

**“FX Disruption”** means the occurrence of any event after the Trade Date that makes the Hedging Party unable, after using commercially reasonable efforts, to:

- (i) transfer, on or in respect of a Valuation Date, a Floating Amount Payment Date or a Dividend Payment Date, through customary legal channels the proceeds of a Hedging Party Hedge denominated in the Settlement Currency from accounts within the Local Jurisdiction to (a) accounts outside such Local Jurisdiction, (b) other accounts within such Local Jurisdiction or (c) the accounts of a non-resident of such Local Jurisdiction;
- (ii) transfer, on or in respect of a Valuation Date, a Floating Amount Payment Date or a Dividend Payment Date, through customary legal channels the proceeds of a Hedging Party Hedge denominated in the Local Currency from accounts within the Local Jurisdiction to (a) other accounts within such Local Jurisdiction, (b) accounts outside such Local Jurisdiction or (c) the accounts of a non-resident of such Local Jurisdiction;
- (iii) convert the proceeds of a Hedging Party Hedge denominated in the Local Currency into the Settlement Currency on or in respect of a Valuation Date, a Floating Amount Payment Date or a Dividend Payment Date through customary legal channels;
- (iv) convert the proceeds of a Hedging Party Hedge denominated in the Local Currency into the Settlement Currency on or in respect of a Valuation Date, a Floating Amount Payment Date or a Dividend Payment Date at a rate at least as favourable as the rate for domestic institutions located in the Local Jurisdiction; or
- (v) obtain a rate or a commercially reasonable rate (as determined by the Calculation Agent), in each case, at which the proceeds of a Hedging Party Hedge denominated in the Local Currency can be exchanged for the Settlement Currency on or in respect

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of a Valuation Date, a Floating Amount Payment Date or a Dividend Payment Date.

If an event or circumstance that would otherwise (but for this provision) constitute a Hedging Disruption also constitutes an FX Disruption, it will be deemed to be an FX Disruption and will not constitute a Hedging Disruption.

Consequences of FX Disruption:

Upon the occurrence of an FX Disruption, the Hedging Party may give notice to the Non-Hedging Party that an FX Disruption has occurred whereupon:

- (i) in the case of an FX Disruption that is described in:
  - (a) sub-paragraphs (i) or (ii) of the definition of "FX Disruption", the payment obligations of the parties under the Transaction will be postponed until the date falling a number of Currency Business Days as specified in the Cash Settlement Payment Date after the date on which the FX Disruption ceases to exist or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter; and
  - (b) sub-paragraph (iii) of the definition of "FX Disruption":
    - (I) the conversion of proceeds of the Hedging Party Hedge denominated in the Local Currency into the Settlement Currency by the Hedging Party will be postponed until the first Currency Business Day on which such FX Disruption ceases to exist or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter (the "**Conversion Date**"); and
    - (II) the payment obligations of the parties under the Transaction will be postponed until the date falling a number of Currency Business Days as specified in the Cash Settlement Payment Date after the Conversion Date or, if that would not be commercially reasonable, as soon as commercially reasonable thereafter,

provided that in each case as set out in sub-paragraphs (a) and (b) above, the Calculation Agent will adjust the payment obligations in respect of the Transaction to account for any interest actually received and funding (including internal funding costs) or other charges actually incurred by the Hedging Party as a result of or otherwise during such postponement; and

- (ii) in the case of an FX Disruption that is described in sub-paragraphs (iv) or (v) of the definition of "FX Disruption", the Calculation Agent shall determine the Exchange Rate as soon as reasonably practicable after taking into consideration all available information that it deems relevant, including any published official or industry-consensus rate of exchange; provided, however, that in anticipation of the cessation of the FX Disruption, the Calculation Agent shall be entitled to postpone the determination of the Exchange Rate to such time as is reasonable and it will adjust the payment obligations in respect of the Transaction to account for any interest actually received and funding (including internal funding costs) or other charges actually incurred by the Hedging Party as a result of or otherwise during such postponement.

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Notwithstanding any postponement of the obligations of the parties under the Transaction in respect of an FX Disruption, either party may elect to terminate the Transaction if the FX Disruption is continuing on or after the date falling one year after the occurrence of the FX Disruption, upon at least two Currency Business Days' notice to the other party specifying the date of such termination.

Upon termination of the Transaction, the Determining Party shall determine the Cancellation Amount provided that where, in respect of such Transaction, the Determining Party is Party A and Party B, (a) the Hedging Party whose Hedging Party Hedge(s) are affected by the FX Disruption shall determine the Cancellation Amount and references to "Determining Party" in Section 12.8 (Cancellation Amount) of the Equity Definitions shall mean such Hedging Party and (b) any Exchange Rate used in the determination of the Cancellation Amount shall be determined by the Calculation Agent, after taking into consideration all available information that it deems relevant, including any published official or industry-consensus rate of exchange. Such Cancellation Amount will be payable by, the party specified by the Determining Party or where the Determining Party is Party A and Party B, the party specified by the applicable Hedging Party, to the other party.

Local Jurisdiction: The jurisdiction in which the Exchange is located

Hedge Positions: The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.

For the avoidance of doubt, neither party nor its affiliates are obliged to hedge any Transaction and/or hold any Hedge Positions in respect of any Transaction.

Calculation Agent: [     ]

Governing Law: English Law.

**Additional Representations, Agreements and Acknowledgments:**

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

Additional Acknowledgements: Applicable

**Optional Early Termination:** Applicable

(a) On any Exchange Business Day from, and including, the Trade Date to, but excluding, the Valuation Date and as long as no Potential Event of Default, Event of Default or Termination Event has occurred and is continuing in respect of it, a party may terminate the Transaction, in whole or in part (such whole or part, the "Early

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**Termination Portion**”), by giving telephonic notice, if practicable, otherwise written notice by facsimile, email or other form of electronic transmission (a **“Termination Notice”**) to the other party by no later than 10:00 a.m. (Hong Kong time) on the date designated in the Termination Notice as the early Valuation Date in respect of the relevant part of the Transaction being terminated (the **“Early Final**

**Valuation Date”**).[ the Early Final Valuation Date shall be the earliest date falling on or after such proposed early final Valuation Date by which the Hedging Party could terminate or liquidate the entirety of the Early Termination Portion in a commercially reasonable manner.] [provided that where the Final Price Election is Hedge Execution, the Early Final Valuation Date shall be the earliest date falling on or after such proposed early final Valuation Date by which the Hedging Party could terminate or liquidate the entirety of the Early Termination Portion in a commercially reasonable manner.]

(b) Upon the designation of an Early Final Valuation Date pursuant to paragraph (a) above and solely with respect to the Early Termination Portion, the Early Final Valuation Date shall be deemed the final Valuation Date in respect of the Early Termination Portion and the corresponding Cash Settlement Payment Date shall be the final Period End Date and the Termination Date (the **“Early Termination Date”**), and, the Calculation Agent shall determine any amounts to be paid by one party to the other in respect of the Early Termination Portion by reference to the terms in this Confirmation.

(c) The part of the Transaction represented by the Early Termination Portion shall be terminated on the Early Termination Date, the parties will have no further obligations in respect of the Early Termination Portion, (except payments that are due but unpaid, payments or adjustments due in respect of a Dividend Recovery, and except the payment that is required to be made pursuant to paragraph (b) above) and the Calculation Agent shall reduce the Transaction by the Early Termination Portion.

Break Fee: Not Applicable

**Consent to Regulatory Disclosure:**

Without prejudice to the generality of any applicable law, each party (“X”) expressly consents to the disclosure by the other party (“Y”) or its affiliates to the relevant authorities in the jurisdiction of the incorporation or organization of any issuer of a Component Security (a **“Relevant Jurisdiction”**), the Local Jurisdiction or any jurisdiction of tax residence of any issuer of a Component Security (a **“Tax Residence Jurisdiction”**), information relating to the Transaction, including the name of X in order for Y or any of its affiliates to comply with laws and regulations of the Relevant Jurisdiction, the Local Jurisdiction or Tax Residence Jurisdiction that are applicable to Y or its affiliate in connection with their dealings in the underlier.

**Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes:**

**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**

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If any amount of Local Taxes ("**Unpaid Local Taxes**") that should have been taken into account but were not taken into account in the determination of any amounts payable by the Hedging Party and any Potential Adjustment Events or Extraordinary Events, as the case may be, the Non-Hedging Party shall pay to the Hedging Party an amount equal to such Unpaid Local Taxes on the Currency Business Day following notification from the Calculation Agent; or if any excess amount of Local Taxes ("**Excess Local Taxes**") that should not have been taken into account but were taken into account in the determination of any amounts payable by the Hedging Party and any Potential Adjustment Events or Extraordinary Events, as the case may be, the Hedging Party shall pay to the Non-Hedging Party an amount equal to such Excess Local Taxes on the Currency Business Day following notification from the Calculation Agent. The provisions of this section (*Payment of Local Taxes, Unpaid Local Taxes or Excess Local Taxes*) shall apply and remain in full force and effect even if the Termination Date has occurred.

As used herein:

"**Local Taxes**" means taxes, duties and similar charges (in each case, including interest and penalties thereon) imposed by the taxing authority in any jurisdiction, that would be withheld from or paid or otherwise incurred by a Hypothetical Investor in connection with any Applicable Hedge Positions, excluding any corporate income taxes levied on the overall net income of the Hypothetical Investor.

"**Hypothetical Investor**" shall mean a hypothetical institutional investor not resident in (a) the applicable Relevant Jurisdiction, Local Jurisdiction and/or the Tax Residence Jurisdiction for the purposes of the tax laws and regulations of the Relevant Jurisdiction, Local Jurisdiction and/or the Tax Residence Jurisdiction, as applicable; or (b) a jurisdiction where any refund, credit or any other benefit, exemption or reduction in relation to any Local Taxes may arise under an applicable tax treaty or any relevant laws or arrangements.

"**Applicable Hedge Positions**" means, at any time, Hedge Positions that the Hedging Party determines that a Hypothetical Investor, acting in a commercially reasonable manner, would consider necessary to hedge the relevant Transaction at that time.

Party B acknowledged that in the case of termination or early termination of the Transaction, the Hedging Party may terminate or liquidate its Hedge Positions within a relatively short period of time and such unwinding may have an adverse impact on the Final Price, in such event, Party B may make a substantial loss.

**Account Details:**

Account(s) for payments to Party A: [ ]

Account(s) for payments to Party B: [ ]

**Offices:**

The Office of Party A for the Transaction is: [ ]

The Office of Party B for the Transaction is: [ ]

**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):

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- (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 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: