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[CP name]
Address1
Address2
Address3
Address4

Date: [dd mm yyyy]

Dear Sirs,

Re: Total Return Swap Transaction ([Tenor Matched]/[Tenor Mismatched] (delete accordingly) [IDR] Zero Coupon Reference Obligation without FX hedge)
Unique Identifier: [] []

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 [Client Name] ("**Party B**") on the Trade Date specified below (the "**Transaction**").

The definitions and provisions contained in the 2006 ISDA Definitions (the "**2006 Definitions**") and the 2014 ISDA Credit Derivatives Definitions (the "**Credit Derivatives Definitions**") (each as published by the International Swaps and Derivatives Association, Inc.) (together the "**Definitions**"), are incorporated into this Confirmation, provided that references to (i) any determinations or resolutions made by the Credit Derivatives Determinations Committee and any terms or provisions relating thereto (including but not limited to "DC Rules", "DC Resolution", "DC Credit Event Announcement", "Successor Resolution Request Date", "Settlement Suspension") and (ii) Credit Event Backstop Date and Succession Backstop Date shall not apply to this Transaction. In the event of any inconsistency between the 2006 Definitions and the Credit Derivatives Definitions, the Credit Derivatives Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

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 **DD MM YYYY**, 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:

The terms of the particular Transaction to which this confirmation relates are as follows:

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Transaction Details:

General Terms:

Trade Date: []

Effective Date: []

Scheduled Termination Date: [The date falling 2 Business Days after the maturity date of the Reference Obligation] *(select this if it is a tenor matched TRS)*
[Insert date] (select this if it is a tenor mis-matched TRS)

Termination Date: Section 1.15 (*Termination Date*) of the Credit Derivatives Definitions shall not apply and Section 4 (*Final Exchange*), Section 6 (*Settlement Terms*), and Section 8 (*Adjustment Provisions*) and Section 9 (*Early Termination*) below shall apply instead.

Bond Return Payer ("Buyer"): [Standard Chartered Bank] ("**Party A**")

Bond Return Receiver ("Seller"): [Counterparty] ("**Party B**")

[IDR] Notional Amount : [IDR] []

USD Notional Amount : USD []
(being [IDR] Notional Amount * Current Market Price / Initial Spot Rate)

Initial Spot Rate: [] (expressed as the amount of [IDR] per one USD).

Current Market Price: []% (cash price of the Reference Obligation, expressed as a percentage, as of Effective Date)

[Independent Amount: For the purposes of the Credit Support Annex and this Transaction, the Independent
[Instructions: To be included if Credit requires] Amount with respect to Party A shall be zero, and with respect to Party B shall be USD [] ([]% of the USD Notional Amount).]

Reference Entity: [Republic of Indonesia] and any successor to the Reference Entity as determined by the Calculation Agent.

Financial Reference Entity Terms: [Not] Applicable

Subordinated European Insurance Terms: [Not] Applicable

Standard Reference Obligation: Not Applicable

Seniority Level: [Senior/Subordinated] Level

Reference Obligation: The obligation identified as follows:

Primary Obligor: [Republic of Indonesia]
Type of Security: [Zero Coupon Bond]
Maturity Date: []
ISIN: []

With respect to this Transaction, Party A may hold, but shall not be obliged to hold any Reference Obligation.

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Section 2.12 (*Reference Obligation Only Trade*) of the Credit Derivatives Definitions shall apply to this Transaction, except for the last sentence in the first paragraph of Section 2.12.

Reference Assets: Reference Obligations with an aggregate nominal amount equal to IDR [insert [IDR] Notional Amount].

[Provisions Relating to Timing and Payment Timing: Section 1.49 (Provisions Relating to Timing) and Section 1.50 (Paying Timing) of the Credit Derivatives Definitions will be amended by replacing "Greenwich Mean Time" with "[insert local city] Time".]

Calculation Agent: Buyer. The Calculation Agent shall have no responsibility for good faith errors or omissions in respect of any calculations or determinations contemplated herein, and its calculations or determinations in respect of this Transaction, shall, in the absence of manifest error, be final, conclusive and binding on Party A and Party B.

Calculation Agent City: [Singapore]

Business Day: [Jakarta], Singapore, London and New York

Business Day Convention: [Modified Following]

Initial Exchange

Initial Exchange Date: Effective Date

Party A Initial Exchange Amount: None

Party B Initial Exchange Amount: None

Fixed Amounts (as referred to in the 2006 Definitions):

Fixed Rate Payer: Party B

Fixed Rate Payer Calculation Amount: USD Notional Amount

Fixed Rate Payer Payment Date: The [Scheduled Termination Date] / [[] and [] of each year, commencing on [] up to and including the Scheduled Termination Date] (*select and delete accordingly*), PROVIDED THAT:

- (i) if an Event Determination Date occurs, then the date falling two Business Days after the Event Determination Date shall be the final Fixed Rate Payer Payment Date;
- (ii) if a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date where the applicable grace period with respect to payments under the terms of the Reference Obligation cannot expire on or prior to the Scheduled Termination Date and an Event Determination Date in respect of that Failure to Pay does not occur by the Grace Period Extension Date, then the final Fixed Rate Payer Payment Date which was originally scheduled to take place on the Scheduled Termination Date shall be the later of the (a) date which is 2 Business Days after such Potential Failure to Pay has been cured and (b) Scheduled Termination Date[; and
- (iii) if an event set out in Section 2.11(a)(i)(*Substitution Event*) of the Credit Derivatives Definitions occurs with respect to the Reference Obligation which is a Non-Standard Reference Obligation, then the final Fixed Rate

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Payer Payment Date shall be the date which is 2 Business Days after the Substitution Event Date.] *[Instructions: para (iii) to be inserted if the RO is a corp bond. Corp bonds may be redeemed in whole under terms such as early redemption due to issuer call or tax event. Not needed for govvie as the likelihood of a govvie being redeemed in whole prior to scheduled maturity date is very low.]*

Fixed Rate Calculation Period:

The period from, and including, the Effective Date, to but excluding, the Fixed Rate Payer Payment Date. *(select this if it is a tenor mismatched TRS or only has one Fixed Rate payment date)*

[Each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next Fixed Rate Payer Payment Date, except that (a) the initial Calculation Period will commence on, and include, the Effective Date and (b) the final Calculation Period will end on, but exclude, the final Fixed Rate Payer Payment Date.] (select this if it is a tenor matched TRS or TRS has multiple Fixed Rate payment dates)

Fixed Rate:

[]% per annum

Fixed Rate Day Count Fraction:

Actual/360

(Select this section if USD funding is based on floating rate)

Floating Amounts (as referred to in the 2006 Definitions):

Floating Amounts:

Floating Rate Payer: Party B

Floating Rate Payer Calculation Amount: USD Notional Amount

Floating Rate Payer Payment Dates: [The Scheduled Termination Date] / [[], [], [] and [] of each year, commencing on [] up to and including the Scheduled Termination Date] *(select and delete accordingly)* PROVIDED THAT:

- (i) if an Event Determination Date occurs, then the date falling two Business Days after the Event Determination Date shall be the final Floating Rate Payer Payment Date;
- (ii) if a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date where the applicable grace period with respect to payments under the terms of the Reference Obligation cannot expire on or prior to the Scheduled Termination Date and an Event Determination Date in respect of that Failure to Pay does not occur by the Grace Period Extension Date, then the final Floating Rate Payer Payment Date which was originally scheduled to take place on the Scheduled Termination Date shall be the later of the (a) date which is [2] Business Days after such Potential Failure to Pay has been cured and (b) Scheduled Termination Date [; and
- (iii) if an event set out in Section 2.11(a)(i)(*Substitution Event*) of the Credit Derivatives Definitions occurs with respect to the Reference Obligation which is a Non-Standard Reference Obligation, then the final Floating Rate Payer Payment Date shall be the date which is 2 Business Days after the Substitution Event Date.] *[Instructions: para (iii) to be inserted if the RO is a corp bond. Corp bonds may be redeemed in whole under terms such as early redemption due to issuer call or tax event. Not needed for govvie as the likelihood of a govvie being redeemed in whole prior to scheduled maturity date is very low.]*

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Floating Rate Calculation Period: [The period from and including the Effective Date to but excluding the Floating Rate Payer Payment Date.] *(select this if it is a tenor mismatched TRS or only has one Floating Rate payment date)*

[Each period from, and including, one Floating Rate Payer Payment Date to, but excluding, the next Floating Rate Payer Payment Date, except that (a) the initial Calculation Period will commence on, and include, the Effective Date and (b) the final Calculation Period will end on, but exclude, the final Floating Rate Payer Payment Date.] *(select this if it is a tenor matched TRS or TRS has multiple Floating Rate payment dates)*

Linear Interpolation shall apply to the initial Calculation Period.

Floating Rate: The higher of:
(i) USD-LIBOR-BBA; and
(ii) zero

Designated Maturity: [3] months

Spread: Plus []%

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The first day of the applicable Calculation Period.

Compounding: Inapplicable

Final Exchange:

Party A Final Exchange Amount: [IDR] [Final Exchange Amount / Redemption Amount] *(select and delete accordingly)* converted into USD by reference to the Prevailing FX Rate on the date which is two Business Days prior to the Final Exchange Date.

[IDR] Final Exchange Amount / [IDR] Redemption Amount *(select and delete accordingly)*: [An [IDR] amount equal to the cash payment in respect of principal payments actually received by the holder of the Reference Assets on the maturity date of the Reference Obligation, *minus* any Adjustment Amount and subject to the Adjustment Provisions (if applicable).] *[Instructions: Use this if tenor matched underlying.]*

[An [IDR] amount determined by the Calculation Agent acting in a commercially reasonable manner for the sale of the Reference Obligation in the aggregate nominal amount equal to the [IDR] Notional Amount, *minus* any Adjustment Amount and subject to the Adjustment Provisions (if applicable).] *[Instructions: Use this if tenor mismatched underlying]*

Party B Final Exchange Amount: USD Notional Amount

Final Exchange Date: Scheduled Termination Date, provided that

- (i) if a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date where the applicable grace period with respect to payments under the terms of the Reference Obligation cannot expire on or prior to the Scheduled Termination Date and an Event Determination Date in respect of that Failure to Pay does not occur by the Grace Period Extension Date, the Final Exchange Date shall be the later of the (a) date falling 2 Business Days after such Potential Failure to Pay has been cured and the relevant payment is actually received by a non-resident holder of the Reference Obligation and (b) Scheduled Termination Date [; and

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- (ii) an event set out in Section 2.11(a)(i)(*Substitution Event*) of the Credit Derivatives Definitions occurs with respect to the Reference Obligation, the Final Exchange Date shall be the date falling 2 Business Days after the Substitution Event Date]. *[Instructions: para (ii) to be inserted if the RO is a corp bond. Corp bonds may be redeemed in whole under terms such as early redemption due to issuer call or tax event. Not needed for govvie as the likelihood of a govvie being redeemed in whole prior to scheduled maturity date is very low.]*

Upon the occurrence of an Event Determination Date, neither party shall be under any obligation to pay any amount set out under these Final Exchange provisions and instead the Settlement Terms set out in Section 6 (Settlement Terms) below shall apply.

Floating Payment (as referred to in the Credit Derivatives Definitions):

Floating Rate Payer
Calculation Amount: [IDR] Notional Amount

Notifying Party: Buyer

Notice of Publicly Available Information: Not Applicable

Event Determination Date: Notwithstanding anything to the contrary in the Credit Derivatives Definitions, "Event Determination Date" shall mean the first date on which a Credit Event Notice is delivered by a Notifying Party to the other party and is effective during the Notice Delivery Period.

Credit Event Notice: The first paragraph of Section 1.32 (Credit Event Notice) of the Credit Derivatives Definitions shall be deleted and replaced to read as "**Credit Event Notice**" means a notice from the Notifying Party to the other party that describes a Credit Event that occurred on or after the Trade Date and on or prior to the Extension Date.

Credit Events: The following Credit Events shall apply to this Transaction:

[Bankruptcy] *(to be inserted if RE is not a sovereign)*

Failure to Pay

Grace Period Extension: [Applicable]
Payment Requirement: USD [1,000,000]

Obligation Default

Repudiation/Moratorium

Section 4.6(a) of the Credit Derivatives Definitions shall be amended to read as follows:

"(a) Repudiation/Moratorium" means the occurrence of the following event: an authorized officer of a Reference Entity or a Government Authority (x) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (y) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement."

Restructuring provided the reference to "Credit Event Backstop Date" in Section 4.7 shall be deleted and replaced with "Trade Date".

Mod R: Not Applicable

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Mod Mod R: Not Applicable
Multiple Holder Obligation: Applicable
Default Requirement: USD [10,000,000]

[Governmental Intervention] [*Instructions: To include if Financial Reference Entity Terms is applicable*]

Inconvertibility/Non-Transferability Event (as defined in Section 7 (Definitions) below).

Hedging Disruption Event (as defined in Section 7 (Definitions) below).

[FX Event (as defined in Section 7 (Definitions) below).] (*NB: insert if necessary*)

[Other Events of Default] (as defined in Section 7 (Definitions) below) (*NB: insert if necessary*)

[Reference Obligation Event (as defined in Section 7 (Definitions) below)] [*Instructions: To be deleted if RO is a govt bond as this event is unlikely to happen in relation to a sovereign.*]

Obligation(s): Obligation Category:
Reference Obligations Only

Deliverable Obligation(s): Deliverable Obligation Category:
Reference Obligations Only

Settlement Terms (as referred to in the Credit Derivatives Definitions):

Settlement Method:

Cash Settlement[, PROVIDED THAT if on the Event Determination Date, Party A and Party B mutually agree to physically settle the Transaction and it is practicable to do so:

- (a) Party B shall pay an amount equal to the sum of (i) the USD Notional Amount, (ii) the accrued and unpaid [Fixed Amount]/[Floating Amount] (*delete accordingly*) to the date falling two Business Days after the Event Determination Date and (iii) the Unwind Costs to Party A on the date falling two Business Days after the Event Determination Date; and
- (b) (b) Party A shall deliver, novate, transfer, assign or sell, as appropriate, to Party B the Reference Assets (after the deduction of any costs and/or taxes, whether such costs and/or taxes were imposed before, on or after the Trade Date) on the date falling two Business Days after the Event Determination Date (if it is practicable to do so) and in any event, by the last day of the Physical Settlement Period.] [*Instructions: Physical settlement to be included if client negotiates for physical delivery of the RO*]

Terms Relating to Cash Settlement

- Cash Settlement
- (a) Party B shall pay an amount equal to the sum of (i) the Cash Settlement Amount, (ii) the accrued and unpaid [Fixed Amount]/[Floating Amount] (*delete accordingly*) to the date falling two Business Days after the Event Determination Date and (iii) the Unwind Costs to Party A on the date falling two Business Days after the Event Determination Date.
 - (b) (i) (where the Credit Event is not an Inconvertibility/Non-Transferability Event) Party A shall pay to Party B the Settlement Amount less any Adjustment

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Amount on the Cash Settlement Date; or

(ii) (where the Credit Event is an Inconvertibility/Non-Transferability Event) Party A shall:

- (1) pay the Settlement Amount less any Adjustment Amount and *plus* Additional Amount as soon as practicable after the date on which the Inconvertibility/Non Transferability Event has ceased to exist (as determined by the Calculation Agent); or
- (2) (if Party B so requests and it is not impossible, impracticable or illegal for Party A to do so) pay an amount equal to the Domestic Settlement Amount less any Adjustment Amount and *plus* Domestic Additional Amount to an onshore account of Party B if Party B gives prior notification of such account details to Party A,

PROVIDED THAT if on the date falling 1 year after the Cash Settlement Date,

(x) the Inconvertibility/Non Transferability Event has not ceased to exist, and

(y) Party B has not made such request for the payment of the amount equal to the Domestic Settlement Amount less any Adjustment Amount and plus the Domestic Additional Amount or it is still impossible, impracticable or illegal for Party A to make the payment pursuant to such request,

then Party A shall have no further obligations to make any payment to Party B under this Transaction.

Cash Settlement Amount: USD Notional Amount

Cash Settlement Date: [2] Business Days following the calculation of the Final Price.

Settlement Currency: USD

Settlement Amount: An amount in USD calculated by the Calculation Agent as follows:

$\{([IDR] \text{ Notional Amount} * \text{Final Price}) / \text{Prevailing FX Rate}\}$

Final Price: The highest firm bid price, expressed as a percentage, which the Calculation Agent is able to obtain from the Reference Dealers for the sale of an aggregate nominal amount of the Reference Obligation equal to the [IDR] Notional Amount on the Event Determination Date (the "**Reference Obligation Valuation Date**"), provided, however, that if none of the Reference Dealers provide such a firm quote on the Reference Obligation Valuation Date then the Reference Obligation Valuation Date shall be adjusted to the next Business Day, and the Calculation Agent shall continue to use reasonable efforts to obtain such quotes on each subsequent Reference Obligation Valuation Date until one or more firm bid prices are obtained (in which event the Final Price shall be the highest such firm bid price obtained for such day) provided that if no such quotes are obtained on or by the fifth Reference Obligation Valuation Date then the Final Price shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Reference Dealers: [Three] leading dealers, banks or banking corporations, which deal in obligations of the type of the Reference Obligation, selected by the Calculation Agent[, provided that one of the Reference Dealers may (at Party B's option) include a leading dealer, bank or banking corporation nominated by Party B ("**Independent Reference Dealer**") and it is not impossible or illegal or against its internal policies or procedures in place from time to time for Party A to enter into a transaction for the sale of the Reference Obligation with such Independent Reference Dealer.]

[Instructions: *apply 2nd part in square brackets only if client negotiates for it.*]

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Additional Amount: An amount in USD determined by the Calculation Agent as follows:

The aggregate amount of return actually received by Party A by placing (a) the Settlement Amount (or any part thereof), and/or (b) the Domestic Settlement Amount (or any part thereof) (as determined by the Calculation Agent), on an overnight basis with a bank in [Republic of Indonesia], from and including the Cash Settlement Date, to but excluding the date on which the Inconvertibility/Non-Transferability Event has ceased (as determined by the Calculation Agent).

To effect the above, conversions of any amounts in USD to [IDR], and any amounts in [IDR] to the USD equivalent, will be made by the Calculation Agent at the Prevailing FX Rate.

Domestic Settlement Amount: An amount in [IDR] calculated by the Calculation Agent as follows:

[IDR] Notional Amount * Final Price

Domestic Additional Amount: An amount in [IDR] determined by the Calculation Agent as follows:

The aggregate amount of return actually received by Party A by placing the Domestic Settlement Amount on an overnight basis with a bank in [Republic of Indonesia], from and including the Cash Settlement Date, to but excluding the date on which payment by Party A under paragraph (b)(ii)(2) of the Cash Settlement provision above is made.

Definitions

“Adjustment Amount” means, with respect to any payment due from Party A under this Transaction, the aggregate cost (including any costs of funds or borrowing costs to settle or re-establish any underlying and/or related hedging or funding arrangements) to Party A (or its Affiliate) arising from any of the following events: (i) the imposition, or change in the interpretation or implementation of, any taxes (including but not limited to withholding taxes, conversion taxes and sales taxes), duty, reserve, charge, withholding or deduction by the government of [Republic of Indonesia] or any Governmental Authority that adversely affects a non-resident corporate holder of the Reference Obligation, including but not limited to any tax, duty, reserve, charge, withholding or deduction imposed on any interest or principal payments that would be received by a non-resident corporate holder of the Reference Obligation or in connection with the sale of the Reference Assets prior to its maturity date, and/or (ii) any delay in receipt by Party A (or its Affiliate) as a non-resident corporate holder of the Reference Obligation of any interest or principal payments in respect of the Reference Obligation after its scheduled payment date

['FX Event’ means the Prevailing FX Rate at any time during the term of this Transaction is at or above [.] *(NB: Insert if necessary)*

“Hedging Disruption Event” means the occurrence of any event, including but not limited to the enactment, promulgation, execution, ratification or adoption of, or any change in or amendment to, any directive, rule, law, regulation or statute (or, in the applicability or official interpretation of any directive, rule, law, regulation or statute) by [Republic of Indonesia] or any Governmental Authority which will (or in the Calculation Agent’s reasonable opinion is likely to) hinder, limit or restrict Party A from hedging its exposure under this Transaction by holding, participating in or having an economic interest in the Reference Obligation.

“Inconvertibility/Non-Transferability Event” means the occurrence of any event that hinders, limits or restricts (including without limitation by delays, increased costs or discriminatory rates of exchange):

(1) (a) the manner as at the Trade Date in which [IDR] may be converted into USD through any customary legal channel in [Republic of Indonesia]; or (b) the availability of USD through any customary legal channel in [Republic of Indonesia]; or (c) the free exchange of [IDR] into USD (whether for an exchange of the full or partial [IDR] amount) in [Republic of Indonesia]; or

(2) the manner as at the Trade Date in which (a) USD may be delivered (i) between or to accounts inside [Republic of Indonesia] or (ii) from accounts inside [Republic of Indonesia] to accounts outside [Republic of Indonesia] or to a party that is a non-resident of [Republic of Indonesia] or (b) [IDR] may be delivered (i) between or to accounts inside

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[Republic of Indonesia] or (ii) to accounts outside [Republic of Indonesia] or to a party that is a non-resident of [Republic of Indonesia].

["**Other Events of Default**"] means the determination by the Calculation Agent of the occurrence at any time of a default, event of default or other similar condition or event (however occurring or described) in respect of the Reference Entity under the Reference Obligation Terms.] *(NB: Insert if necessary)*

"**Prevailing FX Rate**" means, in relation to any Business Day, the spot currency rate for the purchase of USD and the sale of [IDR] for settlement in two Business Days, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

["**Reference Obligation Event**"] means with respect to the Reference Obligation, the occurrence of an event described in Section 2.11(a)(iii) (*Substitution Event*) as determined by the Calculation Agent.] *[Instructions: To be deleted if RO is a govt bond as this event is unlikely to happen in relation to a sovereign.]*

"**Reference Obligation Terms**" means the terms and conditions of the Reference Obligation as amended and/or supplemented from time to time.] *(NB: Insert if necessary)*

"**Unwind Costs**" means the sum (expressed in USD) of any costs, loss, expenses, tax and duties incurred by Party A in connection with the termination of this Transaction (including without limitation any loss of bargain, cost of funding or loss or cost incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related position or funding arrangement) determined by Party A in its sole discretion acting in good faith and in a commercially reasonable manner.

Adjustment Provisions

[Custody Event: A condition created by or resulting from a failure of the arrangements which Party A or its Affiliates have for the custody of the Reference Obligation in [Republic of Indonesia] (or any replacement custodian as Party A may nominate) that has a material adverse effect on the realizable value to Party A or its Affiliates of the Reference Obligation.

Custody Event Provision: An amount, determined by the Calculation Agent, equal to the cost to Party A or its Affiliates incurred following the occurrence of a Custody Event.

Adjustment following a Custody Event: If the Calculation Agent, in its sole and absolute discretion, determines on or at any time during the term of this Transaction that a Custody Event has occurred then any periodic or final payments due, or the Reference Assets to be delivered, by Party A shall be reduced by an amount equal in value to the allocable proportion of any Custody Event Provision, as determined by the Calculation Agent, in its sole discretion.]

(Custody Event can be deleted if client negotiates to disapply it.)

Tax Event: Means:

- (i) the enactment, promulgation, execution, ratification or adoption of, or any change in or amendment to, any rule, law, regulation or statute (or, in the applicability or official interpretation of any rule, law, regulation or statute) by the Reference Entity or any Governmental Authority;
- (ii) the issuance of any order or decree by any Governmental Authority;
- (iii) any action being taken by a taxing authority; or
- (iv) any other act or event at any time relating to withholding or deduction for or on account of taxes (including but not limited to capital gains taxes, conversion taxes and sales taxes) in relation to the Reference Obligations,

which will (or in the Calculation Agent's opinion a substantial likelihood that it will)

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adversely affect the obligations or the hedging arrangements of the Bond Return Payer or the economic interest and/or participation in the Reference Obligation by a holder of the Reference Obligation.

For the avoidance of doubt and without limiting the preceding provisions, a decision or ruling by any relevant tax or other authority that some or all payments made to any holder of the Reference Obligation in connection with the Reference Obligation are not eligible for relief under the applicable double tax agreement (as of the Trade Date) between the jurisdiction of organization of the Bond Return Payer and [Republic of Indonesia] will constitute a "Tax Event".

Adjustment following a Tax Event:

The Calculation Agent will seek to restructure this Transaction so as to preserve the economic value of this Transaction to both parties at the level which would have prevailed but for the occurrence of the Tax Event; provided that the Calculation Agent may determine in its sole discretion that:

- (i) [IDR] [Final Exchange Amount / Redemption Amount] (*select and delete accordingly*) payable by Buyer to Seller on the Final Exchange Date shall be adjusted accordingly so that Buyer is in the same position that it would have been in but for the occurrence of the Tax Event; or
- (ii) the Transaction shall be terminated in accordance with the Terms Relating to Cash Settlement provisions save that (a) the term "Event Determination Date" (wherever they appear in the Terms Relating to Cash Settlement provisions or any related provisions) shall be replaced by the date on which the Calculation Agent has informed the parties that the Transaction shall be terminated following a Tax Event and (b) the provisions relating to where the Credit Event is an Inconvertibility/Non-Transferability Event shall be disregarded.

Early Termination:

Early Termination Option:

Party B shall have the right to terminate this Transaction in whole on any Business Day prior to the Scheduled Termination Date ("**Optional Termination Date**") by giving notice to Party A (which notification may be by facsimile, electronic messaging system, email or orally, including by telephone) at least one (1) Business Day before the Optional Termination Date, provided that a Credit Event Notice has not been delivered on or before such date. On the Optional Termination Date, the Settlement Terms provisions (as set out in Section 6) shall apply, provided that (i) any reference to "Event Determination Date" in the Settlement Terms or any other related terms shall be amended to mean the "Optional Termination Date", (ii) the provisions relating to where the Credit Event is an Inconvertibility/Non-Transferability Event shall be disregarded and (iii) the "Final Price" definition shall be amended such that if none of the Reference Dealers provide a firm quote on the Optional Termination Date, the Final Price shall be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.]

[Instructions: Include provision only if client negotiates for it. If "Early Termination Option" is applicable, the numbering of the sections after this need to be amended]

Others

[Credit Support Annex:

[Instructions: To be included if Credit requires] Use the following segment for non-VM CSA set-up]

[[This Transaction shall be subject to the Credit Support Annex dated as of [] executed between the parties ("**CSA**").]

For the purposes of the CSA and this Transaction, the Independent Amount with respect to Party A shall be zero, and with respect to Party B shall be USD [] ([]% of the USD Notional Amount).

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Party B shall transfer the Independent Amount to Party A by the Effective Date.

Notwithstanding any provision of the CSA, only cash in US Dollars will constitute Eligible Credit Support (as defined in the CSA) with respect to Party B for the purposes of its obligation to transfer to Party A on or prior to the Effective Date Eligible Credit Support having a Value (as defined in the CSA) as of the date of transfer at least equal to the Independent Amount.

[Instructions: Please check existing CSA with client to see if language below is already included. If it is, no need to include language again.]

For the avoidance of doubt, the Independent Amount shall be held by Party A for the entire term of this Transaction, and the parties agree that the CSA between the parties shall be amended as follows:

[Use the following paragraphs if the client has signed an English law CSA

“Credit Support Amount” means, for any Valuation Date (i) the Transferee’s Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Transferor, if any, minus (iii) the Transferor’s Threshold; provided, however, that, (x) in the case where the sum of the Independent Amounts applicable to the Transferor exceeds zero, the Credit Support Amount will not be less than the sum of all Independent Amounts applicable to the Transferor and (y) in all other cases, the Credit Support Amount will be deemed to be zero whenever the calculation of the Credit Support Amount yields an amount less than zero.

The following provision shall be added:

“On any Valuation Date, if either (i) each party is required to make a transfer under Paragraph 2(a) or (ii) each party is required to make a transfer under Paragraph 2(b), then the amounts of those obligations shall not offset each other.”]

[Note: Use the following paragraphs if the client has signed a New York law CSA

“Credit Support Amount” means, for any Valuation Date (i) the Secured Party’s Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, minus (iii) the Pledgor’s Threshold; provided, however, that, (x) in the case where the sum of the Independent Amounts applicable to the Pledgor exceeds zero, the Credit Support Amount will not be less than the sum of all Independent Amounts applicable to the Pledgor and (y) in all other cases, the Credit Support Amount will be deemed to be zero whenever the calculation of the Credit Support Amount yields an amount less than zero.

The following provision shall be added:

“On any Valuation Date, if either (i) each party is required to make a transfer under Paragraph 3(a) or (ii) each party is required to make a transfer under Paragraph 3(b), then the amounts of those obligations shall not offset each other.”]

[Use the follow segment for VM CSA set-up where client has signed 2016 Credit Support Annex for Variation Margin (VM)]

[This Transaction shall be a Covered Transaction under (and as defined in) the 2016 Credit Support Annex for Variation Margin (VM) dated as of [] executed between the parties (“**VM CSA**”).

For the purposes of the VM CSA and this Transaction, the Independent Amount with respect to Party A shall be zero; and with respect to Party B shall be the USD [] ([]% of the USD Notional Amount).

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On or prior to the Effective Date, Party B shall transfer to Party A Eligible Credit Support (as defined in the VM CSA) having a Value (as defined in the VM CSA) of no less than the Independent Amount set out above.

Notwithstanding any provision of the VM CSA, only cash in US Dollars will constitute Eligible Credit Support (VM) with respect to Party B for the purposes of its obligation to transfer to Party A on or prior to the Effective Date Eligible Credit Support (VM) having a Value as of the date of transfer at least equal to the Independent Amount.

[Instructions: Please check existing CSA with client to see if language below is already included. If it is, no need to include language again.]

[Note: Use the following paragraphs if the client has signed an English law CSA

For the avoidance of doubt, the Independent Amount shall be held by Party A for the entire term of this Transaction, and the parties agree that the VM CSA between the parties shall be amended as follows:

I Paragraph 11(c)(i) of the VM CSA is deleted in its entirety and replaced with the following new Paragraph 11(c)(i):

(A) Notwithstanding Paragraph 2(a), the “**Delivery Amount (VM)**” applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount (VM/IA)

exceeds

(ii) the Value as of that Valuation Date of the Transferor’s Credit Support Balance (VM) (adjusted to include any prior Delivery Amount (VM) and to exclude any prior Return Amount (VM), the transfer of which, in either case, has not yet been completed and for which the relevant Regular Settlement Day falls on or after such Valuation Date).

(B) Notwithstanding Paragraph 2(b), the “**Return Amount (VM)**” applicable to the Transferee for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of the Transferor’s Credit Support Balance (VM) (adjusted to include any prior Delivery Amount (VM) and to exclude any prior Return Amount (VM), the transfer of which, in either case, has not yet been completed and for which the relevant Regular Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Credit Support Amount (VM/IA).

(C) “**Credit Support Amount (VM/IA)**” means, with respect to a Transferor on any Valuation Date (i) the Transferee’s Exposure plus (ii) the aggregate of all Independent Amounts applicable to the Transferor, if any, provided, however, that, (x) in the case where the sum of the Independent Amounts applicable to the Transferor exceeds zero, the Credit Support Amount (VM/IA) will not be less than the sum of all Independent Amounts applicable to the Transferor and (y) in all other cases, the Credit Support Amount (VM/IA) will be deemed to be zero whenever the calculation of the Credit Support Amount (VM/IA) yields an amount less than zero.

(D) The following subparagraph (c) shall be added to Paragraph 2 of the VM CSA,

“(c) No offset. On any Valuation Date, if either (i) each party is required to make a

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transfer under Paragraph 2(a) or (ii) each party is required to make a transfer under Paragraph 2(b), then the amounts of those obligations will not offset each other.”

(E) “Independent Amount” means,

- (1) with respect to Party A and a Covered Transaction: as specified in the Confirmation of such Covered Transaction, if any;
- (2) with respect to Party B and a Covered Transaction, as specified in the Confirmation of such Covered Transaction, if any.

(F) Each Other CSA, if any, is hereby amended such that the Transactions that will be relevant for purposes of determining any “Independent Amount” thereunder, will exclude the Covered Transactions.

II The following paragraph shall be inserted in Paragraph 11(k):

“Paragraph 1(b) is amended by adding the words “and 11” after the words “as provided in Paragraph 9(h)”.”]

[Note: Use the following paragraphs if the client has signed a New York law CSA

For the avoidance of doubt, the Independent Amount shall be held by Party A for the entire term of this Transaction, and the parties agree that the VM CSA between the parties shall be amended as follows:

I Paragraph 13(c)(i) of the VM CSA is deleted in its entirety and replaced with the following new Paragraph 13(c)(i):

(A) Notwithstanding Paragraph 3(a), the “**Delivery Amount (VM)**” applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount (VM/IA)

exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party.

(B) Notwithstanding Paragraph 3(b), the “**Return Amount (VM)**” applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party

exceeds

(ii) the Credit Support Amount (VM/IA).

(C) “**Credit Support Amount (VM/IA)**” means for any Valuation Date (i) the Secured Party’s Exposure for that Valuation Date plus (ii) the aggregate of all Independent Amounts applicable to the Pledgor, if any, provided, however, that, (x) in the case where the sum of the Independent Amounts applicable to the Pledgor exceeds zero, the Credit Support Amount (VM/IA) will not be less than the sum of all Independent Amounts applicable to the Pledgor and (y) in all other cases, the Credit Support Amount (VM/IA) will be deemed to be zero whenever the calculation of the Credit Support Amount (VM/IA) yields an amount less than zero.

(D) The following subparagraph (c) shall be added to Paragraph 3 of the VM CSA,

“(c) No offset. On any Valuation Date, if either (i) each party is required to make a

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transfer under Paragraph 3(a) or (ii) each party is required to make a transfer under Paragraph 3(b), then the amounts of those obligations will not offset each other.”

(E) “Independent Amount” means,

- (1) with respect to Party A and a Covered Transaction: as specified in the Confirmation of such Covered Transaction, if any;
- (2) with respect to Party B and a Covered Transaction, as specified in the Confirmation of such Covered Transaction, if any.

(F) Each Other CSA, if any, is hereby amended such that the Transactions that will be relevant for purposes of determining any “Independent Amount” thereunder, will exclude the Covered Transactions.

II The following paragraph shall be inserted in Paragraph 11(k):

“Paragraph 1(c) is amended by deleting the words “and 11(j)” and replacing such words with “, 11(j) and 13”.”]

Credit Derivatives
Determinations Committee:

For the purposes of this Transaction, (i) Section 10.2 (Effect of DC Resolutions) of the Credit Derivatives Definitions shall not apply and references to any determinations or resolutions made by the Credit Derivatives Determinations Committee and any terms or provisions relating thereto (including but not limited to “DC Rules”, “DC Resolution”, “DC Credit Event Announcement”, “Successor Resolution Request Date”, “Settlement Suspension”) and (ii) references to Credit Event Backstop Date and Successor Backstop Date shall not apply to this Transaction.

Definitions:

Except as otherwise provided herein all definitions will have the same meaning as ascribed to them in the 2014 ISDA Credit Derivatives Definitions (the “**Credit Derivatives Definitions**”) and the 2006 ISDA Definitions. In the event of any inconsistency between the Credit Derivatives Definitions and the 2006 ISDA Definitions, the Credit Derivatives Definitions will apply.

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Account Details

Account for payments to Party A : To be advised

Account for payments to Party B : In accordance with standard settlement instructions currently held by Party A or as otherwise notified by Party B.

Offices

The Office of Party A for the Transaction is : London

The Office of Party B for the Transaction is : XXXX

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) **Non-Reliance.** It is acting for its own account, and it has made its own independent 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 not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being 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 or adviser to it in respect of this Transaction.

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This Confirmation supersedes 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
XXXXX

By : _____
Name :
Title :