

Client Agreement

Updated on 25 February 2026

1. INTRODUCTION

1.1. The Company online trading services are provided subject to the following terms and conditions in this Client Agreement ("Agreement").

1.2. This Agreement is entered into between the Company and an individual of legal age and capacity in the Client's respective jurisdiction or a legal entity ("Client"). This Agreement set forth the terms and conditions governing the Client's Account and Transactions at the Company.

1.3. By creating an Account with the Company, the Client acknowledges that he has read, fully understood and accepted the following and is willing to enter into a legally binding agreement with the Company:

(a) this Agreement;

(b) the Risk Disclosure And Acknowledgement Notice available on the Company's website;

(c) the Privacy Policy available on the Company's website;

(d) the Refund Policy available on the Company's website;

(e) the Execution Policy available on the Company's website; and

(f) the website Terms and Conditions of the Company's website.

1.4. The Client's usage or continued usage of the Company's Services shall also be taken as the Client's consent to be legally bound by this Agreement, any of the documents described in Clause 1.3 and their subsequent amendments upon publishing of the documents on the Company's website.

1.5. This Agreement shall commence immediately upon creation of the Client's Account with the Company, and shall last indefinitely until termination of Account by the Client or the Company.

2. DEFINITIONS AND INTERPRETATION

2.1. Throughout this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

(a) "Account" means the assigned account that is created for the Client when the Client opens a trading account with the Company, including but not limited to trading account, cash account, financial derivatives account and electronic wallet;

(b) "Agreement" means this Client Agreement;

(c) "Applicable Statutes And Regulations" means:

(i) statutes, rules or orders of the Relevant Regulatory Authorities;

(ii) statutes, rules or orders of the relevant regulatory authorities in the Client's jurisdiction;

(iii) the rules of the relevant financial exchange market; and

(iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).

(d) “Base Currency” means the currency in which the Client’s Account is maintained and all Transactions are settled on the Account;

(e) “Client Asset” means all cash or cash equivalents including but not limited to cash, cheque, bonds, securities, real estate properties, collateral, insurance money/policies, electronic money, all kinds of properties and other financial derivatives transferred to the Company by the Client in the Account;

(f) “Confidential Information” means all information relating to the business, products, services, personnel or commercial activities of the person providing the same, including but not limited to trading, transactions, strategies, clients and suppliers, financial accounts, computer programmes, computer data, devices, concepts, inventions (whether or not capable of being patented), designs, methods, techniques, marketing and commercial strategies, customers lists, potential customers lists, processes, data concepts, know-how, formulae, and unique combinations of separate items which may or may not be confidential, which information is not generally known to the public, and all such information will be considered Confidential Information whether or not marked with any proprietary notice or legend when the disclosure of the same is made;

(g) “Corporate Event” means a company invested by the Client is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions;

(h) “the Company” means D Prime Vanuatu Limited, Republic of Vanuatu. D Prime Vanuatu Limited is a licensed financial dealer, authorized and regulated by the Vanuatu Financial Services Commission, and the regulatory number is 700238.

(i) “Equity” means the cash balance within the Account with the Company and value of open positions which is calculated by the sum of profit and loss of all open positions;

(j) “Fees” means any applicable commissions, fees and charges as provided in the Trading Platform, including but not limited to additional value added tax, any applicable tax, settlement and exchange fees, regulatory levies or legal fees applicable;

(k) “Free Margin” is the free margin not involved in the provision of guarantees for open positions and shall be derived from the formula (Free Margin = Equity – Margin);

(l) “Force Majeure Event” means any of the events set forth in Clause 17;

(m) “GDPR” means the EU General Data Protection Regulation 2016/679;

(n) "Initial Margin" means the minimum amount of money required in the Client's Account to perform a Transaction, as specified on the Trading Platform from time to time for each Services;

(o) "Intellectual Property Rights" means any or all of the following:

(i) the copyright in and to computer programs (object and source code) and copyright in and to the images displayed on screen and the sounds produced including all possible combinations and sequences thereof and the underlying script for the same;

(ii) the trademark for the artwork including but not limited to pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, sculptural or any type of creations, applications, animation, drawings, designs, sketches, visual effects shot logs and character profiles;

(iii) all trade secrets and know-how;

(iv) software and web portals; and

(v) patents and patents applications;

whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extensions;

(p) "Manifest Error" means an error or misquote by the Company, any market, exchange, banking institution, information source, or any third party reasonably relied by the Company;

(q) "Margin" means collectively Initial Margin and Margin Requirement;

(r) "Margin Level" shall be derived from the formula (Equity / Margin x 100%);

(s) "Margin Call" means the value of the Margin Level as provided in the Trading Platform;

(t) "Margin Requirement" means the minimum amount of money required in the Client's Account as specified on the Trading Platform to keep an open position on the Trading Platform;

(u) "Material" means any materials and information distributed by the third party, as described in Clause 3;

(v) "Party" means the Client or the Company (collectively, "Parties");

(w) "Personal Data" means the personal data provided by the Client and shall have its meaning under the GDPR;

(x) "Relevant Regulatory Authorities" means the relevant regulatory authority which may be applicable to the Company's business operation and service providers, including but not limited to the Vanuatu Financial Services Commission.

(y) "Services" means the dealing services provided by the Company to the Client within the Trading Platform;

(z) "Specified Default Event" means any of the events set forth in Clause 9;

(aa) "Stop Loss" means an order to close an open position to achieve a certain level of prices to reduce losses;

(bb) "Stop Out" occurs when the value of the Margin Level falls below the level as provided in the Trading Platform where force closing of the opened positions shall occur without any prior notice to the Client;

(cc) "Trading Hours" means the hours of the day when Transactions may, subject to this Agreement, be opened or closed in relation to the Services;

(dd) "Trading Platform" means the Company's electronic trading platform facility, as described in Clause 7.4;

(ee) "Transaction" or "Transactions" means:

(i) the opening or closing of trades, orders or positions; and

(ii) deposits, withdrawals, internal fund transfer and all other fund movement activities,

whether by the Company or the Client, in accordance with the terms of this Agreement.

2.2. In this Agreement:

(a) words denoting the singular shall include the plural number and vice versa;

(b) words denoting any gender shall include all genders; and

(c) words denoting persons shall include natural persons, firms, companies, bodies corporate and unincorporated bodies.

2.3. Unless otherwise expressly provided, any reference in this Agreement to:

(a) a clause or a Schedule is a reference to the relevant clause of, or schedule to, this Agreement; and

(b) any reference to a section is a reference to the relevant section of the relevant Schedule.

The Schedules shall form part of this Agreement.

2.4. The headings to the clauses, sections and Schedule in this Agreement are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Agreement.

3. SERVICES BY THE COMPANY

3.1. PROVISION OF SERVICES BY THE COMPANY

3.1.1. All Services provided by the Company and all Transactions shall subject to the terms and conditions herein contained.

3.1.2. The Client acknowledges and agrees that the Company's Services do not include the provision of any investment advice or recommendation. Any possible discussions carried on between the Client and the Company's

employees or any information provided by the Company shall not constitute any binding relationship among them, nor do they constitute the Company's recommendations to the Client.

3.1.3. Any investment information displayed on the Company's or any of the Company's holding company's website shall not constitute any investment, tax, legal, regulatory or financial advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges:

(a) that all information published on the Company's or any of the Company's holding company's website is addressed to the general public solely for information purposes; and

(b) that mere explanation of the terms of any Transactions or its performance characteristics does not amount to advice on the merits of the investment.

3.1.4. The Client affirms, acknowledges and accepts that the Company shall not in any circumstances:

(a) oblige to provide any investment advice in relation to any Services;

(b) bear any responsibility for any Transaction or investment decisions carried out by the Client; and

(c) in response to the Client's request for further market information, the Company's disclosure of such factual market information to the Client will not constitute as investment advice.

3.1.5. The Client understands and accepts that he is solely responsible for any investment strategy, transactions or investments that the Client enters into.

3.1.6. The Company may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on the Company's website and other media and /or received by the Client. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Transactions. While the Company took all reasonable efforts to ensure the accuracy and completeness of the information, the Company makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. The Client shall not reproduce, copy, redistribute, license the Material without the Company's consent.

3.1.7. The Client acknowledges that the Client's principal broker and principal trader shall at all times be the Company. In circumstances where the Client performs trading transactions or open positions by depositing or withdrawing funds

directly from the Company's liquidity providers, these liquidity providers shall not be the counterparty to the Client.

3.1.8. The Client should acknowledge and accept the terms and conditions set forth in:

(a) First Schedule if the Client use the copy trading services in the Company's platform;

(b) Second Schedule if the Client is expecting or has entered into one or more transactions that will be governed by the International Swaps and Derivatives Association, Inc.'s Master Agreement.

3.2. SUSPENSION AND TERMINATION OF SERVICES BY THE COMPANY

3.2.1. The Company reserves the right and may at its discretion:

(a) suspend or terminate the Client's Account;

(b) perform additional due diligence by requesting for further documents and details from the Client;

(c) freeze the Client Asset in the Account indefinitely until further notice;

(d) suspend open and close any or all positions, force close any or all open positions or reject opening of new positions;

(e) suspend or terminate any ongoing Transactions;

(f) reject and return all deposit of funds made by the Client;

(g) investigate the alleged suspicion within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days;

(h) submit a suspicious activity or suspicious transaction report to the Relevant Regulatory Authorities;

(i) deduct any expenses incurred by us as a result of the Client's misrepresentation; or

(j) implement appropriate risk management and enforcement measures including but not limited to trade restrictions, leverage adjustments, cancellation of transactions, forfeiture or clawback of improper gains, account suspension, or any other measures deemed necessary;

with or without prior notifying the Client. The Client agrees and acknowledges that the Company shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity to the Client or any third party as a result of exercising its rights under Clause 3.2.1 or for any modification, suspension or discontinuance of any of the Company's Services. The Client shall indemnify the Company for all costs and expenses incurred by the Company due to all of the events above.

3.2.2. The Client acknowledges that the Company may act in accordance with Clause 3.2.1 in the event:

(a) the Company reasonably believes that proceeding with the Transaction will infringe any Applicable Statutes And Regulations;

(b) the Client is in breach or the Company reasonably believes that the Client will be in breach of the material terms and conditions of this Agreement;

(c) the Client has made any material misrepresentation to the Company, including but not limited to providing fake, forged or altered documentation;

(d) the Client failed to provide the information requested in relation to any verification process undertaken by the Company;

(e) the Client acted contrary in good faith or engaged in illegal and/or immoral activity, including but not limited to money laundering, fraud, any other forms of deceitful or fraudulent activity, or any form of hedging (including but not limited to internal futures-and-spot hedging prior written approval of the Company or external hedging transactions with other brokers);

(f) there is a security breach;

(g) the Company has reasonable grounds to believe that the Client is using an electronic device, software, algorithm or any other strategy to exploit, manipulate or take unfair advantage of the Company's trading system;

(h) the Company has reasonable grounds to believe that the Client will not be able to pay the Company anything owed by the Client to the Company;

(i) insolvency, bankruptcy or debt restructuring event occurs in relation to the Client;

(j) a Force Majeure Event occurs; or

(k) a Specified Default Event occurs.

4. COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS AND AGREEMENT AMENDMENTS

4.1. The Client acknowledges that all Transactions under this Agreement shall subject to the Applicable Statutes And Regulations wherein:

(a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;

(b) the Company reserves the right to take any necessary and reasonable action in relation to any Transaction and Account in ensuring compliance with any of the Applicable Statutes And Regulations; and

(c) all actions taken by the Company in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on the Client.

4.2. In the event there is any suspicious activity or transaction, the Company may exercise the rights under Clause 3.2.1 and investigate the suspicious activity or transaction within 14 calendar days, extendable up to another 14 calendar days after the lapse of the initial 14 calendar days. The Company reserves its rights to report the Client's activity to the Relevant Regulatory Authorities and shall not be liable for any direct or indirect loss or damages in the event there is:

(a) fraudulent misrepresentation by the Client;
(b) any form of unjust enrichment by the Client;
(c) any illegal business activities undertaken to the Client; or
(d) any other business activities which are not in compliance or potentially not in compliance with the Applicable Statutes And Regulations;

which thereafter the Company reserves its rights in terminating this Agreement in accordance with Clause 16.

4.3. The Client accepts and understands that the Company is entitled to amend the terms and conditions of this Agreement at any time by publishing an amended Client Agreement on the website or CRM system, or giving a notice of minimum thirty calendar days ("Amendments"), including but not limited to a notice given by e-mail to the Client or posted on the Company's website. The Amendments shall supersede the relevant terms and conditions of the previous agreement.

4.4. The Company reserves the right to review and amend all terms and conditions related to the trading and execution of the Services, and such changes shall be effective upon publishing on the Company's website or CRM system, which the Client undertakes to check from time to time.

4.5. The Amendments shall become effective upon publishing on the website or CRM system and the Client shall be deemed to accept the Amendments unless the Company receives a written notice of the Client's disapproval within thirty calendar days as from the date of notification. In such case, the Amendments shall not be binding on the Client, but the Client's Account will be suspended within fourteen calendar days and the Client is advised to make the necessary arrangements to terminate the Client's Account.

4.6. The Company expressly reserves the right to use its website or CRM system to inform the Client about any changes in this Agreement and the posting of a notice on the Company's website or CRM system shall be deemed a valid notification of such changes to the Client. The Client undertakes to regularly review the Company's website or CRM system, and/or regularly access his Account for any relevant information published.

5. CLIENT'S RISK DISCLOSURE AND ACKNOWLEDGEMENT

5.1. The Client acknowledges that the Client has read the Risk Disclosure And Acknowledgement available on the Company's website.

5.2. The Client understands that the Services on the Company's website are highly speculative and may expose the Client's financial position to a high degree of volatility. The Client accepts, understands and is aware of the risks herein and is willing to undertake this risk.

5.3. All Services available on the Company's website shall not constitute as a solicitation or offer to transact the Services. Some Services are only limited to Client in certain jurisdictions.

5.4. The Client acknowledges and accepts that:

(a) the Client is financially willing and capable of assuming the risk of trading in speculative investments;

(b) the Client is solely responsible for any profit or loss from the investment or trading decisions made;

(c) the Client's investment decisions will be based solely on his own evaluation of the market, financial circumstances and investment objectives wherein the Client undertakes not to hold the Company liable for any trading loss incurred;

(d) the Client is responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to the Client's Account and Trading Platform;

(e) past performance of an investment is not an indication of its performance in the future;

(f) some Services are contingent liabilities transactions and the Company shall not provide any guarantee on their liquidity. Due to unforeseeable market circumstances:

(i) there may be difficulty in liquidating positions;

(ii) liquidation may only be possible at a large loss; or

(iii) the Client may be required to deposit additional large sums in a short period of time as Margin to secure the Client's positions from being liquidated at a loss;

(g) Transactions on markets in other jurisdictions may expose the Client to additional risks as such markets may offer different or inferior investor protection, and the Client is advised to understand the rules and risks prior trading in markets of other jurisdictions;

(h) the Company reserves the right to amend, revoke or terminate any trading events, activities, promotional activities and any sort of benefit provided by the Company at any time without any prior notice;

(i) all Transactions made on Trading Platform shall be deemed to have been made by the Client or his authorised representative;

(j) CFDs are complex instruments and comes with contingent liabilities and high risks of losing money rapidly due to leverage and the Client assumes all risks associated prior investing;

(k) Transactions in futures are extremely risky where the gearing or leverage obtainable in futures trading meant that a small deposit or down payment can lead to large losses as well as gains;

(l) trading on Margin is extremely risky and may result in loss of funds greater than the amount deposited in the Client's Account;

(m) the Client is aware and understands the characteristics and risks in relation to each Services and the features of Trading Platform, and shall not trade or deal with each Services unless the Client accepts and understands so;

(n) the Client has read this Agreement, agree to all the terms and conditions and independently evaluated the risks and merits of the Company's Trading Platform and Transaction without relying on any representation and warranties otherwise mentioned in this Agreement;

(o) the Client has independently evaluated the Applicable Statutes And Regulations in the Client's region and undertakes to enter this Agreement without violating any Applicable Statutes And Regulations;

(p) if the Services are traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses for the Client.

(q) the Company shall not be liable for any loss or damages caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or wilful default by the Company;

(r) due to rapid market fluctuation and unforeseeable events:

  (i) a Stop Loss order may not be effective in limiting the loss incurred;

  (ii) the Client may be required to deposit a substantial amount of funds in a short term to maintain the open positions;

  (iii) there will be difficulty in liquidating some positions;

  (iv) the Company may exercise Margin Call and/or Stop Out in accordance with Clause 7 and the Company shall not be liable for any loss suffered by the Client;

(s) the Client is aware and understands the Fees payable for each Services;

(t) the Company's prices of trading instruments are obtained from the Company's liquidity providers, and when the liquidity of Services are limited, there will be price gaps and liquidity shortages where Transactions may not be executed at the price and volume intended;

(u) the prices of some Services available on the Trading Platform may be independent of any exchanges and the Company is not obliged to follow the prices of other exchange platforms;

(v) the Client should obtain the relevant details in relation to the intended investment, such as Margin Requirements, positions and/or volume limits etc;

(w) the Client is liable for his taxes and/or other duty in ensuring compliance with the Applicable Statutes And Regulations;

(x) in the event of the Company's insolvency or involvement in a debt restructuring mechanism, the Client may not fully recover the funds or properties deposited in the Account;

(y) the Company shall not be under any obligation to inform the Client any occurrence of Corporate Event, and shall not be liable for any loss for doing so;

(z) the Company shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on the Company's website. the Company reserves the right to amend its prohibited country list at any time without prior notice;

(aa) the transactional data, trade and trading product details (except for the Client's Personal Data) from the Trading Platform remains the sole property of the Company, and the Company reserves the right to act upon it if necessary or deemed appropriate and reasonable by the Company; and

(bb) that CFD trading does not give the Client any right to the underlying instrument of the Transaction, and depending on its nature, the Client may be liable to make further payments when the Transaction fails.

5.5. The risks disclosed in this Agreement and the Risk Disclosure And Acknowledgement Notice are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the Services. The Client should seek independent advice if the Client does not fully understand the risks explained herein or in the Risk Disclosure And Acknowledgement Notice. To the fullest extent permitted by law, the Company shall bear no liability whatsoever for any losses, damages, or consequences arising from the Client's failure to understand or independently assess such risks.

6. CLIENT'S REPRESENTATIONS AND WARRANTIES

6.1. The Client represents and warrants to the Company, and agree that each such representation and warranty is deemed repeated each time the Client open or close a Transaction by reference to the circumstances prevailing at such time, that:

(a) the Client is an individual of sound mind, legal age and legal competence, or if the Client is a corporate body, the Client warrants that he is legally incorporated and the authorised representative shall have full authority in dealing with the Account;

(b) the Client has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of this Agreement;

(c) the Client has full power and lawful authority to execute, deliver and perform this Agreement;

(d) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against the Client, no resolution has been passed for the winding-up of the Client or for the appointment of liquidator or a provisional liquidator of the Client;

(e) the Client is not a politically exposed person, close associate of politically exposed person, non-government organisation, or embassy;

(f) the Client has no businesses in defence, military, atomic power, adult entertainment, marijuana, gambling;

(g) the information provided to the Company in the Client's application form and at any time thereafter is true and accurate;

(h) the Client is duly authorised to execute and deliver this Agreement, to enter into each Transaction and to perform the Client's obligation hereunder and has taken all necessary action to authorise such execution, delivery and performance;

(i) the Client will enter into this Agreement and each Transaction as principal unless the Client has informed the Company otherwise in writing or the Client is acting in accordance with a power of attorney;

(j) any person representing the Client in executing a Transaction or authorised to execute a Transaction shall have been duly authorised;

(k) execution of this Agreement and each Transaction will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to the Client;

(l) the Client is not entering this Agreement under duress or otherwise persuaded or forced to enter this Agreement;

(m) this Agreement, each Transaction and obligations created herein are legally binding and enforceable against the Client;

(n) the Client undertakes to notify the Company as soon as reasonably practicable any changes of his personal details or other information relevant to this Agreement;

(o) the Client has not breached any terms and conditions of this Agreement as of the date of this Agreement;

(p) the Client has read, understood and accepted this Agreement, and the documents mentioned in Clause 1.3, and undertakes to comply with them at all times;

(q) upon request, the Client shall provide the Company with any information or evidence required to comply with this Agreement, including but not limited to details on source of funds, verification documents as per the Company's request, etc., and the Client's failure to provide the same may invoke the Company's right to exercise the rights under Clause 3.2.1;

(r) use the Services, Trading Platform, services by the Company's payment service providers and other service providers in good faith and for own trading purposes, and shall not use it for purposes other than this Agreement;

(s) use the Services, data and information on the Trading Platform in compliance with Applicable Statutes And Regulations and for the purposes of this Agreement;

(t) that all the funds which will be used or deposited to the Company, the Company's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers must be the Client's own funds and shall not subject to any charges, liens or other encumbrances or originate in any way from illegal activities, including but not limited to drug trafficking, abduction, money laundering, or other criminal activity;

(u) at all times comply with all Applicable Statutes And Regulations;

(v) the Client is willing and financially able to sustain a total loss of all the Client's funds paid to the Company as a result of performing the Transactions and acknowledges that such loss may occur due to the inherent risks involved;

(w) the Client has installed and implemented appropriate means of anti-virus protection and undertakes to indemnify the Company for any resulting loss or damages for breach of this clause;

(x) to bear all applicable personal taxes and indemnify the Company from any loss or damages as a result of breaching this clause;

(y) the Company may use the name, logo, trademark, or brand of the Client for marketing and promotion purposes;

(z) the Client shall inform the Company any breaches or potential breaches of this Agreement by the Client whereby this Agreement may be voidable at the Company's discretion in the absence of such notifications.

6.2. The Client represents and warrants to the Company not to, whether directly or indirectly:

(a) use the Trading Platform, services by the Company's payment service providers and other service providers for any unlawful, fraudulent or prohibited purposes;

(b) negligently or maliciously interfere, disrupt, overload or delay the operation or functionality of the Trading Platform, the Company's payment service providers and other service providers;

(c) use any software, programs, algorithms or applications other than those provided by the Company, either directly or indirectly to:

(i) manipulate or take unfair advantage of the Trading Platform, services by the Company's payment service providers and other service providers; or

(ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which the Company constructs, provides or conveys the Company's bid or offer prices;

(d) adopt any trading strategies aimed at exploiting errors in prices and/or trading at off-market prices, or take advantage of internet delays, latency issues, or other technical inefficiencies;

(e) perform or engage in any malicious carry trade, carry trade in bad faith or other similar trading strategies to take advantage of differences in interest rates of foreign currencies;

(f) perform any Transaction, either by the Client or acting in concert with others:

(i) which will have a declarable interest in the relevant company set by the applicable security exchange regulations;

(ii) in relation to:

(aa) a placing, issue, distribution or other analogous event;

(bb) an offer, take-over, merger or other analogous event; or

(cc) any other corporate finance style activity;

which the Client is involved or otherwise interested;

(g) breach any of the Applicable Statutes And Regulations;

(h) breach any material terms of this Agreement;

(i) decompile, decode or disassemble any of the Company's algorithm, software or application;

(j) in the Company's reasonable sole discretion, commit or attempt to commit any of the following for improper gain, profits, rebates, commissions, swap-free, save cost and any sort of benefit:

(i) exploit flaws and/or loopholes of quotations in the trading systems;

(ii) exploit flaws and/or loopholes in the brokerage systems;

(iii) exploit flaws and/or loopholes in the trading events, activities, promotional activities and any sort of benefit provided by the Company;

(iv) exploit the trading conditions provided by brokers (trading conditions include leverage, bonuses, etc);

(v) exploit the OTC market's liquidity conditions;

(vi) exploit the correlation between the OTC market and other related markets;

(vii) exploit the market inactivity;

(viii) hedge trades with other brokers;

(ix) engaging in any form of internal futures-and-spot hedging transactions without the Company's prior written approval;

(x) other improper gains through violation of the market fairness principle;

(xi) violate the Company's internal risk management policies;

(k) open or close a Transaction or position that contravenes any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.

6.3. In the event the Client breaches any representation or warranty under this Clause 6 or engages in any conduct that the Company reasonably deems to be in violation of this Agreement or detrimental to the integrity of the Company's trading environment, the Client acknowledges and agrees that the Company reserves the right and may at its sole and absolute discretion and without prior notice:

(a) suspend or terminate the Client's Account, whether temporarily or permanently;

(b) freeze or restrict access to the Client's Money in the Account;

(c) suspend, invalidate, nullify or terminate any Transaction;

(d) within the Account, deduct, apply, set off or claw back any profits, rebates, commissions and any sort of benefit gained from the trading activities and Transactions which were in breach of the terms and conditions of this Agreement (in the case of introducing brokers, all

profits, rebates, commissions and any sort of benefit gained from the Client's trading activities and Transactions);

(e) if there is outstanding Fees due after the Company exercise its rights under Clause 6.3(d), the remaining balance shall be immediately due and payable to the Company, failure which the Company shall reserve its rights to commence legal proceedings or take any recovery action deemed appropriate;

(f) process the withdrawal of part of all of Client Asset to the Client's authorised bank account(s), the Client's authorised/original depositing channel or the Company's payment gateway provider; and/or

(g) terminate this Agreement immediately, without prejudice to any other rights or remedies available to the Company under this Agreement.

6.4. The Client acknowledges and agrees that the Company has no obligation to provide any evidence to the Client in the event that the Company exercises its rights under Clause 6.3 and that the Company's determination shall be final, binding and conclusive.

7. CLIENT'S ACCOUNT

7.1. ACCOUNT OPENING

7.1.1. The Client is required to fill up the registration form online and provide the required supporting documents for KYC purpose, choose the trading platform and type of accounts desired during the Account registration. The Client should read and understand the features and limitation of each type of accounts prior to Account registration. The Company shall inform the Client when the Account is successfully registered.

7.1.2. The Company reserves the right in refusing registration of Account for any reason and may change the features of Account at any time by giving notification to the Client or on the Company's website.

7.1.3. The Client authorises the Company to use all information provided by the Client to conduct credit report searches or other available searches to verify the Client's identity.

7.1.4. Unless expressly agreed in writing or in the event a power of attorney is applicable, the Client warrants that the Client will open each Account with the Company as principal and not as agent for an undisclosed person. The Client shall be responsible for performing his obligations under the Transactions and bear all legal obligations under the Account.

7.1.5. The Client shall be responsible in securing the Account ID and password, and shall immediately notify the Company in the event there is:

(a) any loss, theft or unauthorised use of the Account ID and password;
(b) any inaccurate information in the Account or Transaction; and
(c) any receipts of confirmation of a Transaction which the Client has not placed.

7.1.6. If there has not been any Transaction or Account activities for three months, the Company is entitled to terminate the Account after notifying the Client at the last known email and service address, or to automatically archive the Account pursuant to Clause 7.2A. The Company shall deposit any positive cash balance to the Client's bank account subject to Clause 10 and deduction of any applicable Fees. The Company shall bear no responsibility for any failure or delay in effecting such deposit arising from incomplete or inaccurate Client banking details or other circumstances beyond the Company's control.

7.2. INACTIVE ACCOUNT

7.2.1. Accounts with no trading activity for 3 months will incur a monthly Inactive Fee ("Inactive Fee"). The rates for the Inactive Fee are as follows and may be subject to adjustments, which will be posted on our website or communicated via email:
(a) USD Account: $10 per account
(b) USC Account: 1,000 USC per account
(c) JPY Account: Calculated based on the exchange rate on the deduction day

7.2.2. If client has multiple MT accounts and one of them becomes inactive while another remains active, the inactive account will still be classified as inactive and subject to applicable fees. The inactive fee will only be charged on inactive MT accounts.

7.2.3. If the account balance is below the amount charged, the system will deduct all remaining funds. If the account balance is zero, no Inactive Fee will be charged.

7.2.4. Clients who have been charged an inactive fee may be eligible for a partial reimbursement upon making a new deposit. The reimbursement allows clients to receive 50% of their deposit amount, up to the total inactive fees previously charged.

7.2.5. Accounts that remain inactive for 12 consecutive months will incur an annual fee at the rate below ("Annual Fee"):
(a) USD Account: $50 per inactive account
(b) USC Account: 5,000 USC per inactive account
(c) JPY Account: Calculated based on the exchange rate on the deduction day

7.2.6. The Annual Fee is non-refundable, regardless of whether the account is subsequently reactivated or additional deposits are made.

7.2A. AUTOMATIC ARCHIVING OF ACCOUNTS

7.2A.1. Notwithstanding Clause 7.2 above, the Company reserves the right to automatically archive any trading account that meets the following conditions, without prior notice to the Client:

(a) An MT4 Trading Account shall be archived if:

(i) The account has been inactive for a continuous period of ninety (90) calendar days, with inactivity defined as the absence of any trading-related activity including but not limited to, platform logins, execution or closure of trades, deposits, withdrawals and transmission of agent commissions;

(ii) The account balance is zero;

(iii) There are no open positions on the account; and

(iv) Pending orders older than three (3) months will be deleted.

(b) An MT5 Trading Account shall be archived if:

(i) The account has been inactive for a continuous period of ninety (90) calendar days, from the date of the last balance operation;

(ii) The account balance, credit and equity are equal to zero; and

(iii) There are no open positions on the account.

7.2A.2. The Archived accounts cannot be reinstated or reactivated under any circumstances. In the event that the Client wishing to resume trading activity must open a new trading account.

7.2A.3. The Company does not accept or process manual archiving requests from Clients. All account archiving is conducted automatically in accordance with the criteria above.

7.2A.4. The Clients are solely responsible for monitoring the status of their accounts and ensuring ongoing activity where desired. The Company shall not be liable for any losses, claims, or inconvenience arising from the automatic archiving of accounts pursuant to this clause.

7.3. BASE CURRENCY OF ACCOUNT

7.3.1. The Client may choose the currency available on the Company's website as the Base Currency for the Account during Account registration.

7.3.2. In the event the sums deposited in the Account is in a currency other than the Base Currency, the Company shall automatically convert the sums into the Base Currency at the prevailing conversation rate.

7.3.3. When a withdrawal or refund is performed from the Client's Account, the Company reserves the right to remit the funds in the same currency in which such funds were initially received by the Company. In the event such withdrawal or refund is made in a currency other than Base Currency, the Company shall automatically convert the sums into such currency at the prevailing conversation rate.

7.3.4. The Client shall bear any incurred bank transfer fees and currency conversation rate for depositing or withdrawing funds from the Account.

7.4. TRADING PLATFORM

7.4.1. The Company grants the Client access to trade the Services via its MetaTrader 4 and MetaTrader 5 trading platform ("Trading Platform").

7.4.2. Prior to any trading activity, the Client is required to download and install the Trading Platform from the Company's website. The Trading Platform shall solely be utilised for the purposes of Services in accordance with this Agreement.

7.4.3. The Company makes no express or implied representation:

(a) that the Trading Platform shall or will be uninterrupted, error-free or available at all times; and

(b) that the Trading Platform is free from viruses, bugs or anything else with destructive properties.

7.4.4. The Company shall use its best endeavours and all reasonable commercial efforts to resolve all technicality and technological errors in the following priorities and timeframe:

Priorities	Description	Processing Time
1. High	Seriously affect normal business transactions and fail to execute core business activities, which is often caused by the following factors: - The breakdown of servers or operating systems; - The breakdown of core functions or dependent applications of systems; - Including but not limited to the factors mentioned above.	1 hour

2. Middle	Affect normal business and have negative impacts on business operations, but core functions can still be operated normally, which is often caused by the following factors: - Version updates of software or system; - Modification or revision of core functions; - Including but not limited to the factors mentioned above.	4 hours
3. Low	Affect normal business but have no negative impacts on actual business operations.	24 hours

7.4.5. The Client acknowledges that the Trading Platform may expose the Client to risks associated with the download and/or use of software that may not be compatible with the Client's computer equipment and that the Client accepts such risks, including but not limited to failure of or damage to hardware, software, communication lines or systems.

7.4.6. The Company reserves the right to add, modify, amend, reject or remove the Trading Platform, Services or Transaction at its discretion. The Company shall use its best endeavours to notify the Client within a reasonable time prior to any modification, rejection or removal of the Trading Platform, Services or Transaction. The Company is not obliged to provide any explanation for this and the Client acknowledges that the Company shall not be liable to the Client for doing so.

7.5. ORDERS BY THE CLIENT

7.5.1. The Company will handle the Transactions in accordance with the Execution Policy available on the Company's website. The Execution Policy shall be a part of this Agreement and is incorporated herein by reference, and shall be applicable to all Transactions entered into by and between the Client and the Company. The Company will notify the Client of any material changes to the Execution Policy, but the Client undertakes to check for any other changes to the Execution Policy from time to time at the Company's website.

7.5.2. Unless otherwise directed by the Client, the Company has the discretion to select the marketplace to which to route any of the Client's Transaction in accordance with the Applicable Statutes And Regulations.

7.5.3. The Company will use its best endeavours in performing Transactions. The Client acknowledges that the Transactions may not be completed for reasons beyond the control of the Company. The Company may defer execution of any Transaction if the Company believe it is not reasonably practicable to act upon it within a reasonable time, and the Company shall not be liable for any loss arising from such deferral. The Company shall only accept order instructions transmitted via the Trading Platform.

7.5.4. The Company does not represent or warrant that every Transaction will be executed at the most competitive price and that all prices shown may subject to constant change as a result of the following varying factor:

(a) the Company may not have access to every market at which the Services are traded;

(b) Services at certain volume and pricing may be limited;

(c) change of Applicable Statues And Regulations, systems delays, or system failures may prevent or delay the Transactions or Transactions to be executed at the intended pricing;

(d) technical conditions, e.g. the transfer rate of data network and rapid market conditions.

7.5.5. The Client authorises and acknowledges that the Company may delegate the Transactions to another executing broker for execution, including but not limited to the Company's related company or a non-affiliated third party, of which the Company's rights and obligations under this Agreement shall be applicable to them.

7.5.6. The Company reserves its rights to suspend, reject any Transaction, delay or restrict the Client's trading activity (including but not limited to controlling maximum Transaction amount, size and the Company's total exposure to the Client) and the Client shall comply with any reasonably restrictions that the Company may notify the Client with respect to the Client's activities on the Trading Platform, including but not limited to the limitations on the size of Transactions or other applicable conditions in the following circumstances:

(a) a Specified Default Event or a Force Majeure Event occurs;

(b) any Fees owed by the Client is overdue;

(c) enforcement by the regulatory authority or Applicable Statues And Regulations;

(d) the Margin under Clause 7.7 has not been complied with;

(e) disruption, failure or error of Trading Platform, Services, software, third party software, equipment, the Company's payment service provider, other service provider or any other technicality error;

(f) under abnormal market conditions;
(g) it is impossible to proceed with the Transaction due to insufficient or excessive volume of trade;
(h) where the Company has reasonable doubts on the legality or validity of the Transaction;
(i) the Account is suspended;
(j) the Company has sent a notice of termination to the Client;
(k) any event that impairs or restricts the Trading Platform to function on a normal basis;
(l) the Transaction derives from a Manifest Error;
(m) the relevant market exchange is not open for trading;
(n) the Client does not have sufficient funds to cover the cost of the Transaction;
(o) the Client has exceeded the trading limit applicable;
(p) the Company or its related party may be in breach of Applicable Statutes And Regulations by proceeding with the Transaction;
(q) when the Client has utilized network facilities to arbitrage;
(r) any circumstances the Company deems fit.

7.5.7. The Client can execute Stop Loss for the Services, which may be amended or cancelled by the Client before the trading conditions are fulfilled. The Client acknowledges that cancellation or modification of the Stop Loss is not possible after the trading conditions are fulfilled. the Company shall not be held liable for any loss or damages for any failure in such cancellation or modification.

7.5.8. Third party products or services or provided on an “as is where is” basis. The Company makes no representation and warranties (including but not limited to accuracy or completeness) in relation to any third party products or services. The Company shall not be obliged to support or maintain any third party products or services, nor will the Company have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claims arising from or related to the use or distribution of the third-party products and services.

7.5.9. In the event of a Manifest Error, the Company reserves the right, without prior notice:
(a) to not take any action at all;
(b) to amend any Transaction deriving or involving a Manifest Error in good faith so as to reflect what the Company reasonably consider in the Company’s discretion; or

(c) to close any Transaction deriving or involving a Manifest Error at the prevailing market price;

(d) to void the Transaction deriving or involving a Manifest Error.

the Company will take into account all market information prevailing at the time of the Manifest Error, determine whether the situation amounts to a Manifest Error and thereafter act fairly towards the Client.

7.5.10. The Company shall not be liable for any loss, including loss of profits, income or opportunity to the Client suffered as a result of Manifest Error.

7.5.11. The Company reserves the right to take the following action in the event of a Corporate Event:

(a) modify Margin;

(b) amend any necessary details in relation to the exercise, settlement, payment or terms related; and

(c) determine the effective date of such amendment.

7.6. CLIENT ASSET

7.6.1. All money transferred to the Company by the Client shall be known as "Client Asset" for the purposes of this Agreement.

7.6.2. The Client Asset shall be held on trust by the Company for the Client and the Client Asset shall be segregated from the Company's bank account at all times. The Company may hold the Client Asset and the money of other clients in the same account and it might not be possible to clearly segregate the Client's Money from the other client. The Company shall retain the necessary records and Client Account details to distinguish this.

7.6.3. The Client acknowledges that the Company may hold or deduct Client Asset on the Client's behalf in an account with an approved bank or third party where:

(a) the account may be subject to set-off rights, security or lien by the Company, the bank or third party, or the Company is required to do so by any regulatory authority; and

(b) in the event of the insolvency of the bank or the third party, the Company shall not be liable for any loss or damages against the Client.

7.6.4. It is not the Company's policy to pay interest on the Client Asset within the Account. The Client acknowledges and agrees in waiving any entitlement to any interest from the Client Asset.

7.6.5. The Company may without prior notice, apply and/or transfer any or all funds in the Account in order to settle the Client's present, future or contingent liabilities owed to the Company.

7.6.6. The Client consents in the Company retaining any interest acquired from the Client Asset subject to Applicable Statutes And Regulations.

7.6.7. Subject to Applicable Statutes and Regulations, the Company is authorised by the Client to lend, pledge, or re-pledge the securities, assets and investments of the Client (either individually or jointly with assets belonging to other clients) to the Company or other clients, for any amount due in any Account in which the Client maintains an interest, without any prior written notice. In addition, the Company may receive financial or other benefits by loaning the securities and assets of the Client and the Company may retain such benefits without disclosing the amount of or otherwise accounting for such benefits to the Client.

7.7. ACCOUNT MARGIN

7.7.1. The Client acknowledges and understands the high-risk nature of margin trading and the Client may lose funds greater than the amount deposited in the Account.

7.7.2. The Client undertakes to provide the Initial Margin in the Account to open a Transaction for any Services. The Company reserves the right to reject the Client's instruction to open a Transaction if the Free Margin is less than the Margin required to secure this position.

7.7.3. When a Stop Out occurs, the Client understands that force closing of the opened positions shall occur without any prior notice to the Client. In the event there is additional amount due in the Account which arise after force closing of the opened positions, the Client undertakes to pay the amount balance due to the Company.

7.7.4. The Company reserves the right in refusing to open new positions and close any of the Client’s highest loss-making positions without any prior notice to the Client in the event:

(a) the Client has three or more open positions in the Account; and

(b) the Margin Call occurs.

7.7.5. The Company’s delay or failure in exercising Clause 7.7.4 shall not waive the Company’s rights to do so in the future.

7.7.6. In the event Margin Call occurs, the Client is advised to:

(a) limit his trade exposure by closing trade; or

(b) deposit funds into the Account to meet the Margin Requirement.

7.7.7. The Company reserves the right to restrict the amount and number of open positions if the Margin Requirement is not maintained by the Client.

7.7.8. The Company may from time to time send the Client reminder in relation to the Client’s Margin Requirement or the possibility of the Client’s Margin Call occurring. The Company reserves its rights to

amend the Initial Margin, Margin Level and Margin Requirement at any time by giving three business days' notice prior the amendment's effective date. The Client undertakes to check and monitor the Client's Margin Level and Margin Requirement at all times.

7.7.9. The Company reserves its rights to close open positions at market prices, limit the size of the Client's open positions, reject Transactions or change the Margin, including but not limited in the following circumstances;

(a) there is a change in volatility in the market which the Company base, or to which the Company in any way relate;
(b) there is a change in the Client's credit risk;
(c) a company whose investments or positions represents all or part of the Client's Transaction is undergoing a Corporate Event;
(d) a Force Majeure Event or Specified Default Event occurs;
(e) the Client failed to meet the Margin Requirements;
(f) any change to the Applicable Statutes And Regulations.

7.7.10. The Client acknowledges that additional payment of Margin may be necessary if:

(a) the Transaction fails or there has been a change in pricing of the Services;
(b) when the Account shows a negative balance; or
(c) the Company reasonably thinks such payment is necessary to protect the Company against loss or risk of loss on present, future or contemplated Transactions.

7.7.11. The Client acknowledges that when the Client opens a position, the Company shall retain the right to transfer funds in the Margin Requirement to the Company's designated bank account to secure any repayment obligation from the Client.

7.7.12. Margin Call and Stop Out, when triggered, shall supersede and take precedent over all Transactions in the Account.

7.8. DEPOSIT AND WITHDRAWAL OF FUNDS

7.8.1. The Company reserves the right to set up the deposit and withdrawal limit of funds to and from the Account.

7.8.2. The Client shall be able to deposit funds through the methods mentioned on the Company's website into the Account at any time as long the Account remains valid and active.

7.8.3. The Company reserves the right to refuse any deposit of funds (by refunding the funds into the original method of deposit) or defer any deposit of funds and perform appropriate investigation within 14

calendar days (further extendable to additional 14 calendar days) in the event:

(a) the funds are deposited by a third party (including but not limited to circumstances where funds are suspected to be unreasonable, doubtful or illegal, the amount deposited did not match the client's reported income, depository of funds in various methods or multiple IP addresses);

(b) the Company has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation; or

(c) the Company has reasonable grounds to believe that the user of the Client's Account is not authorized, or does not match the identity of the Client;

(d) the Company has reasonable grounds to believe that the source of the funds is illegal or is in violation of Applicable Statues and Regulations, including but not limited when the client's profile did not match the deposit amount, multiple deposit, multiple IP address etc.

7.8.4. If the Company receives any dispute, claim and/or chargeback from the banking institution or credit card issuer or other payment method used, the Client acknowledges that the Company reserves the absolute right to enforce the following measures:

(a) with or without prior notice, immediately close any and/or all of the Client's open Transactions whether at a loss or profit and debit the Account with the disputed amount;

(b) with or without prior notice, immediately restrict the trading limit on the Client's Account, including deposit limit, withdrawal limit, and restriction in opening new positions, for a duration at the Company's discretion; or

(c) terminate this Agreement in accordance with Clause 16.

7.8.5. The Client may withdraw Client Asset out from the Account if there is a positive cash balance in the Account. The Company reserves the right to refuse or defer any withdrawal (including but not limited to withdrawal to another trading account) in the event:

(a) the withdrawal was to a bank account or electronic wallet owned by a third party;

(b) the Company has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation;

(c) there are outstanding Fees from the Client to the Company;

(d) such withdrawal would result in a negative cash balance in the Account;
(e) the Client's bank account details are incomplete or unverified;
(f) the Client will have insufficient Free Margin if the funds are withdrawn;
(g) a Specified Default Event or Force Majeure Event occurs.

7.8.6. The Client shall be solely responsible for the payment details submitted for withdrawal of funds. The Company shall not be liable for any loss or damages if the payment details provided are inaccurate or incomplete.

7.8.7. The Client acknowledges that if a withdrawal request is made using a payment method different from the original deposit method, the Company reserves the right to impose a handling fee of 3% on any withdrawals made by the Client. This fee reflects additional administrative and processing costs associated with alternative withdrawal channels.

7.8.8. The Company shall take reasonably commercial efforts in ensuring the funds are withdrawn in a timely manner, but shall not be liable for any loss or damages if there is any delay in withdrawal of funds.

7.8.9. The Client shall bear all bank transfer fees and currency conversation rate applicable while withdrawing funds from the Account.

7.8.10. The Company shall not be liable for any loss, costs or charges for exercising its rights in accordance with Clause 7.8.

7.8.11. The Company may engage third-party payment services providers, licensed custodian(s) and/or financial institution(s) for the processing of deposits and withdrawals. In connection with these services, the Company may disclose your information to these parties for the purposes of fulfilling Know Your Customer (KYC) and Anti-Money Laundering (AML) requirements, as required by applicable laws and regulations.

7.9. FEES AND CHARGES

7.9.1. The Client shall pay the Company any applicable commissions, fees and charges as provided in the Trading Platform and provided by the Company's payment service providers, including but not limited to additional value added taxes, any applicable tax, settlements and exchange fees, regulatory levies or legal fees applicable ("Fees") while entering into each Transaction. Unless agreed otherwise by the Company, all Fees payable are due immediately and must be paid on entering into the Transaction.

7.9.2. The Company reserves its discretion to charge the Fees separately after Transactions are executed. If this is adopted by the Company, the Fees must be paid by a bank account or credit card in the Client's name. The Client shall bear any administration fee or currency conversation fee imposed by the Client's respective bank. The Company shall send the Client the Fees payable with the respective details in electronic format or any other way which the Company may adopt. The Fees are payable immediately and it is the Client's obligation to pay the Fees on time, failure which the Company shall reserve its rights to commence legal proceedings. Failure or delay to send such Fees statement shall not invalidate any Transaction and waive the Company's right to claim for the Fees.

7.9.3. The Company shall impose an interest rate of eight percent per annum calculated on a day to day basis commencing from the day after the relevant payment due date until the date of full payment thereof. The Client authorises the Company to immediately deduct any Fees from the Account in the event the Fees is not paid or the Fees is overdue.

7.9.4. The Company reserves the right to amend the Fees by notifying the Client within seven calendar days prior to the effective date.

7.9.5. The Client acknowledges that the Company reserves its right to claim any outstanding Fees from banking institutions or third party which the Client has positive cash balance.

8. CONFLICT OF INTRESTS

8.1. The Company, its associates, related companies, directors or employees connected to the Company may have an interest, relationship or arrangement that is material in relation to any Transaction or Services. The Client acknowledges that and agrees that the Company may proceed with any Transaction or Services without prior reference to any potential specific conflict of interest, including any benefit, profit, commission, interest or other remuneration made or received by reason of any Transaction or any related transaction or position.

8.2. The Client acknowledges and agrees that:

(a) this Agreement shall not give rise to any fiduciary relationship between the Company and the Client;

(b) The Company may assign or transfer the execution or completion of any Transaction to its associates or related companies;

(c) the Company may establish business or transactions with business partners or financial institutions which the Company may have a financial interest in them; and

(d) that the Company or its related companies may have interests which conflict with the Client's interests or owe duties which conflict with duties owed to the Client, and the Client consents to the Company and its related companies acting in any manner which the Company considers appropriate in such cases subject to the Applicable Statutes And Regulations.

9. DEFAULT AND DEFAULT REMEDIES

9.1. A "Specified Default Event" in relation to the Client means any of the following:

(a) the Client failed to pay the Fees to the Company when the Fees are due;

(b) the Client violated or breached of Applicable Statutes And Regulations or any legislation;

(c) the Company considers it is necessary to prevent a violation of Applicable Statutes And Regulations;

(d) the Client failed to pay or meet the Margin required;

(e) the Client breaches any material term of this Agreement;

(f) the Client breaches any of the representation and warranties in Clause 6;

(g) the Client infringe any Intellectual Property Rights in Clause 13;

(h) the Client has made any material misrepresentation or committed fraudulent acts against the Company;

(i) an insolvency or bankruptcy proceeding in any country has been commenced against the Client;

(j) the Client is subject to any material debt restructuring arrangement with the Client's creditors;

(k) any securities created by the Client's security interest, mortgage, charge over any of the Client's assets is enforced by the creditor or banking institution against the Client;

(l) any distress, execution or other process is levied against any of the Client's property and is not removed, discharged or paid within 7 days;

(m) any Transaction or combination of Transactions or any realised or unrealised loss on any Transaction or combination of Transactions executed by the Client exceeded the credit limit available to the Client;

(n) the Client is dead or becomes of unsound mind;

(o) the Client failed to provide any information requested in relation to any verification or investigation processes undertaken by the Company;

(p) the Client used any type of virus or other destructive malware that are designed to distort or damage the Trading Platform or the communication system of the Company;

(q) the Company or the Client is required to terminate this Agreement and the Account by any regulatory authority;

(r) the Client has breached any other the Company's policies or procedures;

(s) the Company has reasonable grounds to believe that the Client has engaged in market manipulation, insider dealing, or any other form of abusive trading behaviour;

(t) the Company has reasonable grounds to believe that the Client has not acted in good faith;

(u) the Company has reasonable grounds to believe that there were errors in the Transactions made; or

(v) any other circumstances where the Company has reasonable grounds to believe that it is necessary to exercise its rights under Clause 9.2.

9.2. Where any of the Specified Default Event specified in Clause 9.1 occurs, the Company may at any time thereafter reserves the right to:

(a) terminate any ongoing and future Transaction;

(b) terminate this Agreement in accordance with Clause 16;

(c) close all the Client's position and opened positions at the prevailing market rate and refund Client Asset subject to Clause 10;

(d) restrict the Client's trading activity, including but not limited to deposit limit, withdrawal limit and limit of the opening positions;

(e) off set the Client Asset against the withdrawal and deposit charges incurred and/or any outstanding Fees as described in clause 10.6;

(f) to claim or demand from the Client any such charges or Fees previously incurred by the Client but absorbed, subsidized, or otherwise borne by the Company; and

(g) suspend or terminate the Account.

9.3. The Company shall whenever reasonably possible take steps to notify the Client before exercising any of the rights under Clause 9.2. The Company shall not be obliged to notify the Client and failure to do so shall not invalidate any act or effect described in Clause 9.2 by the Company.

9.4. Where Clause 9.2 is invoked due to suspected trading abuse, market manipulation, insider trading, use of prohibited strategies, or any activity that breaches market integrity or applicable law, it shall be sufficient that the Company has conducted its internal investigation and reached a reasonable determination in good faith. The Company shall not be required to disclose the details, methodology, or evidence underlying such determination to the Client.

9.5. The Client acknowledges that the Company shall not be liable for any loss or damages for exercising Clause 9.2.

10. THE COMPANY'S RIGHT OF SET OFF IN RELATION TO THE CLIENT'S ACCOUNT

10.1. Subject to Clause 10.2 and Clause 10.3, the Company may at without prior notice retain or make deductions from any obligation, payment or amount owed by the Company to the Client to repay any amount due from the Client to the Company, including but not limited to loss and damages suffered by the Company, the Company's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers as a result of the Client's breach of this Agreement.

10.2. In the event the Fees is not paid, the Fees is overdue or an insolvency or bankruptcy proceeding has been initiated against the Client, the Client authorises the Company to immediately sell, apply, set off, close any or all Client's investment and/or position and/or proceed of any of the same of which the Company, the Company's holding company or the Company's subsidiary has custody or control, to discharge any or all of the Client's obligations and/or Fees to the Company.

10.3. Subject to Clause 10.2, the Client authorizes the Company to buy, sell or liquidate all or any of the Client's investment in the Account as the Company deems fit whereby:

(a) if there is positive cash balance after deducting the Fees due, the Company shall pay the Client the fair market value of such investments subject to any associated costs and expenses in transferring the money into the Client's bank account;

(b) if there is outstanding Fees due after selling the Client's investments or closing the Client's position, the remaining balance shall be immediately due and payable to the Company, failure which the Company shall reserve its rights to commence legal proceedings.

10.4. The Company reserves the right to consolidate all or any of the Account to set off any amount owed by the Client to the Company.

10.5. This Clause shall not waive the Company's right in exercising Margin Call under this Agreement.

10.6. The Company reserves the right to offset any charges previously subsidised in good faith or absorbed by the Company, including but not limited to deposit and withdrawal charges, against the Client Asset. In such cases, the Company shall refund to the Client only the net amount remaining after deduction of the relevant charges and/or any outstanding Fees, liabilities, or obligations due and payable by the Client under this Agreement. The Client acknowledges and agrees that such charges represent actual costs incurred by the Company in processing the relevant transactions and are recoverable in the event of any default, breach, or termination of this Agreement or whenever it is identified

that the genuine purpose of the Client's transaction was not the usage of the Company's trading facilities.

11. CLIENT'S PERSONAL DATA PROTECTION

11.1. The Client acknowledges and agrees that by entering into this Agreement and by opening an Account with the Company, the Client will be providing the Company with personal data within the meaning of EU General Data Protection Regulation 2016/679 ("Personal Data"). The Client acknowledges and agrees that the Personal Data shall be processed by the Company in accordance with this Agreement and the Privacy Policy available on the Company's website.

11.2. Personal Data collected by the Company includes but not limited to the following:

(a) the Client's personal details, e.g. name, telephone number, email address;

(b) identity verification documents, e.g. ID, passport, utility bills;

(c) financial details, e.g. bank account, payment card information;

(d) information about the Client's income and wealth including details about the Client's assets and liabilities, account balances, trading statements, tax and financial statements;

(e) profession and employment details;

(f) transaction data, i.e. all information and details related to any Transactions made;

(g) the Client's use of Services, including but not limited to the pages the Client has visited; and

(h) technical information, including but not limited to the Client's devices, type and version of the operating system, time zone.

11.3. The Client consents and allows the Company in processing the Personal Data:

(a) to perform the Company's contractual obligations under this Agreement;

(b) to perform anti-money laundering checks, 'Know Your Customer' ("KYC") documentation in accordance with the Anti Money Laundering and Know Your Customer Policy available on the Company's website or other legal and regulatory compliance;

(c) to monitor and record calls for business analysis, training or service improvement purposes;

(d) to monitor and record calls and electronic communications for processing and verification of instructions;

(e) ensure that the Client meet the suitability requirements needed to use the Company's Services;

(f) to manage the Client's Account; and

(g) in providing suitable marketing materials or Material to the Client.

11.4. Under EU General Data Protection Regulation 2016/679 ("GDPR"), the Client retains the right to:

(a) access the Client's Personal Data and inquire the Company whether the Personal Data is being processed;

(b) rectify or amend the Client's Personal Data;

(c) restrict the processing of Personal Data;

(d) object against Personal Data processing for direct marketing purposes; or

(e) demand the Company to delete and erase the Client's Personal Data.

11.5. The Client acknowledges that the Company may need the Client's Personal Data to fulfil its obligation under this Agreement, and as such the Client's demand for deletion of the Client's Personal Data may result in termination of the Client's Account and this Agreement in accordance with Clause 16.

11.6. The Company shall retain the Client's Personal Data for the duration of the Client's relationship with the Company. Upon termination, closure, or deactivation of the Client's Account and this Agreement, the Company shall continue to retain the Client's Personal Data for a period of up to six (6) years thereafter, or longer if required by Applicable Statutes and Regulations, directives issued by Relevant Regulatory Authorities, or in accordance with the Company's internal policies.

11.7. The Company may share the Personal Data to third parties:

(a) under any Applicable Statutes And Regulations;

(b) in compliance with legal and/or court orders obligations;

(c) in compliance with any requests made by legal or regulatory authorities;

(d) necessary to perform the Company's obligation under this Agreement, including but not limited to the Company's associates or related companies; or

(e) when the Client has given the Company consent.

11.8. In compliance with the GDPR, the Company shall not transfer any Personal Data outside the European Economic Area ("EEA") or a European Commission recognised non-EEA country without taking reasonable steps in ensuring:

(a) the third party has an adequate, appropriate and sufficient level of protection for the rights and freedoms of the Client in relation to the processing of Personal Data;

(b) there are adequate, appropriate and sufficient security measures in place to protect the Personal Data;

(c) the Client has enforceable rights and effective legal remedies for any breach of personal data protection law and regulation;

(d) the third party comply with its obligations under any applicable data protection laws and regulations; and/or

(e) binding corporate rules or standard data protection clauses approved by the European Commission are in place.

11.9. The Company has taken all reasonable commercial standards of technology and operational security to safeguard the Client's Personal Data and mitigate potential risks of security breach. However, the Company cannot guarantee on the absolute protection and security of the Personal Data. The Client acknowledges that the Company shall not be liable for any malicious and fraudulent act committed by third party beyond the Company's control provided that the Company has taken all reasonable commercial standard of care and has not been negligent in safeguarding the Client's Personal Data.

12. CONFIDENTIALITY

12.1. The Parties agree and undertake with each other to keep confidential and not disclose to any person, other than that party's professional advisers, directors, officers or employees, any Confidential Information or any information provided to it by the other party which in any way relates to this Agreement and the matters contemplated herein except:

(a) with the prior written consent of the other Party respectively;

(b) as may be required by law, any regulatory authority or any stock exchange;

(c) as may be required to investigate or prevent any illegal activity;

(d) to execution venues or any third party as necessary to carry out Transactions and for purposes ancillary to the provision of the Services, and the Client acknowledges that such third party may conduct independent due diligence on Client;

(e) in accordance with the order of a court of competent jurisdiction; or

(f) with the Client's consent.

12.2. The Client agrees not to use the information provided by the Company concerning the Services in any way other than to perform any obligations and rights under this Agreement.

12.3. The restriction in Clause 12.1 shall not apply to any information which is in or comes into the public domain otherwise than by reason of any breach of this restriction.

12.4. All disputes, complaints, or concerns regarding the Company's services must be raised through the official dispute resolution process outlined by the Company. The Client agrees not to publish or disseminate any information relating to such disputes in a public forum, on social media, or via third-party platforms without first exhausting the internal complaints resolution process. Breach of this clause may result in legal action or account suspension.

12.5. The obligations in this clause 12 shall survive the termination of this Agreement for any reason whatsoever for seven years from the date of such termination, but not longer.

13. THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS

13.1. All Intellectual Property Rights and other intellectual property rights in the Trading Platform shall remain at all times the sole and exclusive property of the Company and/or its third party service providers and/or the Company's licensors. Any usage of intellectual property rights of the Company's third party service providers and/or the Company's licensors shall subject to the terms and conditions provided by such providers.

13.2. Subject to the terms and conditions in this Agreement, the Company grants the Client a non-exclusive, revocable and non-transferable licence to access and download the Trading Platform to access Services and perform Transaction on the Trading Platform. The Client only has the licence to use the Trading Platform in accordance with this Agreement and shall not have any rights in relation to any of the Intellectual Property Rights.

13.3. The Client undertakes not to:

(a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence the Trading Platform or any Intellectual Property Rights or its source code;

(b) publish, distribute, make available to third parties any information related to the Trading Platform or any Intellectual Property Rights;

(c) remove or destroy any copyright notices of the Trading Platform or any Intellectual Property Rights;

(d) use, recreate, copy, redistribute any of the Company's, the Company's third party service providers, or the Company's licensors Intellectual Property Rights;

(e) carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programme or other similar data gathering and extraction tools on the Trading Platform;

(f) attempt to gain or allow unauthorised access to the Trading Platform or any Intellectual Property Rights;

(g) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the Trading Platform;

(h) use the Trading Platform in any manner not permitted by this Agreement.

13.4. The licence granted in Clause 13.2 shall be revoked immediately and the Client undertakes not to use the Trading Platform any further if:

(a) the Account or this Agreement is terminated;
(b) a Specified Default Event occurs;
(c) the Client breaches any material terms and conditions of this Agreement; or
(d) the Client breaches Clause 13.3.

13.5. The Client shall immediately notify the Company any violation of the Company's, the Company's third party service providers, or the Company's licensors Intellectual Property Rights.

14. CLIENT'S INDEMNITY AGAINST THE COMPANY

14.1. Save as otherwise expressly provided herein, the Client agrees and undertakes with the Company to indemnify and hold the Company, the Company's related companies, licensors, third party service providers, affiliates, payment services providers, payment gateway providers and their respective banking services providers, harmless from and against any damages, liabilities, claims, proceedings and/ or loss suffered, incurred or sustained by that the Company, or to which that the Company becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in this Agreement by the Client.

14.2. The Client further acknowledges and agrees that the foregoing indemnity shall include but not limited to any legal and administrative costs and expenses incurred by the Company in connection with the enforcement or protection of its right under this Agreement.

15. EXCLUSION AND LIMITATION OF LIABILITY BY THE COMPANY

15.1. The Company's Services, Trading Platform, services by the Company's payment service providers and other service providers shall be provided on "as is, where is" basis. The Company makes no express or implied representations or warranties:

(a) as to the availability, accuracy or completeness of the Trading Platform, Services, services by the Company's payment service providers and other service providers;
(b) that the Trading Platform, Services, website, services by the Company's payment service providers and other service providers shall or will be uninterrupted, error-free, or available at all times;
(c) that the Trading Platform, Services, website, services by the Company's payment service providers and other service providers are free from viruses, bugs or anything else with destructive properties;

(d) as to the services or software provided by the Company's third party service providers, the Company's licensors or the Company's outsourced parties;

(e) as to the hyperlinks on the Company's website linking to other third party website;

(f) as to the compatibility of the Client's computer equipment with the Trading Platform; and

(g) as to the act or omission by the Client or any third parties on the Client's behalf in relation to the Client's Transaction with the Company.

15.2. Subject to the duties and obligations owed by the Company to the Client under Applicable Statutes And Regulations, the Company shall not be liable for any direct, indirect, consequential, incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

(a) any item in Clause 15.1;

(b) the Client's breach of any Applicable Statutes And Regulations or this Agreement;

(c) any viruses or security breaches introduced into the Client's equipment or systems via the Company's website or any software published, provided that the Company has taken reasonable steps to prevent any such introduction;

(d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;

(e) accuracy, completeness or delay of the information or advice provided by a third party;

(f) the Company's compliance with the Applicable Statutes And Regulations;

(g) unauthorised access to the Client's Account or Personal Data due to the Client's negligence or malicious third parties;

(h) any Force Majeure Event under Clause 17;

(i) any investments, expenditures, commitments or third party services engaged by the Client in connection with this Agreement or the Client's access to Services;

(j) any alteration, deletion, damage to the Client's data storage;

(k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;

(l) any hardware, software, connection bugs from the Client's side;

(m) solvency, acts or omissions of any the Company's licensors, providers or related companies;

(n) the Transactions entered by the Client;
(o) any of the risks and warnings introduced to the Client in this Agreement and the Risk Disclosure And Acknowledgement Notice online;
(p) Client's reliance on Stop Loss;
(q) the Client's reliance on any additional third party trading features;
(r) the Company's exercise of Margin Call and Stop Loss; and
(s) any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

15.3. Nothing in the Agreement excludes or limits each other Party's liability for fraudulent or negligent misrepresentation, or any matter that cannot be excluded or limited under Applicable Statutes And Regulations.

15.4. If this Clause 15 is not acceptable by the Client, the Client should notify the Company to close and terminate any Account registered. The Company shall not be liable for any loss or damages as a result of such termination.

16. TERMINATION OF AGREEMENT

16.1. Without prejudice to any accrued Parties' rights and remedies and other provisions of this Agreement, either Party may give the other Party notice in writing to forthwith terminate this Agreement in fourteen calendar days.

16.2. Upon the occurrence of any of the following events and without prejudice to the Party's rights under this Agreement, the Company shall be entitled to (but shall not be obliged to) immediately or give notice in writing to the Client to forthwith terminate this Agreement:
(a) any Specified Default Event occurs;
(b) any Force Majeure event occurs; or
(c) the Client breaches any material terms and conditions of this Agreement.

16.3. Upon the termination of this Agreement pursuant to clause 16.2 herein, the outstanding Fees payable by the Client to the Company, including but not limited to the following, shall become immediately due:
(a) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
(b) all outstanding Fees and any other amount payable to the Company;
(c) any loss and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
(d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

(e) any damages which arose during the arrangement or settlement of pending obligations.

the Company will return to the Client all cash balance available within 10 business days subject to Clause 10 after termination of this Agreement. In the event the Company is unable to refund the cash balance to the Client, the Company reserves our right to refund the cash balance to the applicable unclaimed money authority in the relevant jurisdiction.

16.4. The Company reserves its full legal rights in claiming:

(a) any expenses incurred by the Company as a result of termination of this Agreement; and

(b) any loss or damages pursuant to an arrangement or settlement post termination of this Agreement.

16.5. Upon notification of termination, the Company shall proceed with all Transactions entered into or under execution and the terms and conditions of this Agreement shall be applicable until all pending Transactions has been completed. The Client will be subsequently required to close all open positions and the Company shall refuse in opening new positions for the Client.

16.6. The termination of the Client's Account shall terminate the Client's right and licence to use the Trading Platform, Services, all and any software and solutions made available to the Client by the Company.

16.7. The Company's rights in this Clause 16 shall not be limited to other rights available in any Applicable Statutes And Regulations. The Client acknowledges that the Company shall not be liable for any loss or damages in exercising its rights in Clause 16.

16.8. Upon any termination of this Agreement under clauses 16.1 or 16.2, or otherwise pursuant to this Agreement, without prejudice to any right of any party which shall have accrued under this Agreement prior to such termination, the obligations of the parties under this Agreement shall cease save in respect of the obligations of the parties in Clause 12, Clause 13, Clause 14, Clause 15, Clause 20 and Clause 22 herein.

17. FORCE MAJEURE EVENT

17.1. The Company may reasonably determine that an emergency or an exceptional market condition exists ("Force Majeure Event"), in which case the Company shall inform the Relevant Regulatory Authorities and take reasonable steps to inform the Client. A Force Majeure Event includes but is not limited to the following:

(a) any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, labour disputes, lock-out, government moratorium, act of terrorism, national emergency, virus outbreak, change of law or regulation, or any other supervening event

of whatsoever nature in relation to nature, technological, political, governmental, social, economic, pandemic, civil emergency, act of terror beyond the reasonable control of the Company, and which prevents that the Company's performance of, or which makes it unduly onerous on the Company to perform, its obligations hereunder;

(b) declaration of financial services moratorium by Relevant Regulatory Authorities;

(c) the suspension or closure of any market or the abandonment or failure of any event on which the Company base, or to which the Company in any way relate, the Company's quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(d) any performance or non-performance by a third party, destruction caused by others or any similar event, which is outside the Company's reasonable control;

(e) any act or omission or policies by regulatory authorities or other institutions beyond the Company's foreseeability;

(f) the occurrence of an excessive movement in the level of any Transaction and/or any corresponding market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;

(g) any breakdown or failure of transmission, communication, network, interruption of power supply, cybersecurity attack or electronic or communications equipment failure in the Company, the Company's third party or service providers;

(h) any event that the Company is unable to predict or prevent resulting in the Trading Platform's failure to function on a normal basis;

(i) failure of any relevant supplier, intermediate broker, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations; or

(j) any event, act or circumstances not reasonably within the Company's control and the effect of that event is such that the Company is not in a position to take any reasonable action to cure the default.

17.2. If any of the foregoing events occur and the Company claims a Force Majeure Event in relation thereto, the Company may at its absolute discretion take the following steps in good faith:

(a) to vary the terms of this Agreement to avoid, in whole or in part, the effect of such event;

(b) modify or amend the Client's Margin;

(c) reject or terminate any ongoing Transaction;

(d) close any or all of the Client's open Transactions and/or positions at such closing prices as the Company reasonably believe to be appropriate;
(e) alter the trading time for a particular Transaction;
(f) suspend or freeze the Trading Platform, all Transaction and Account;
(g) modify, amend or remove any Services;
(h) decrease leverage or any credit facility;
(i) exercise any right entitled under this Agreement and the Execution Policy;
(j) to otherwise treat this Agreement as having become frustrated by such event, in which case this Agreement shall forthwith terminate; and/or
(k) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company and Client.

17.3. The Company shall not be liable to the Client for any direct or indirect loss or damages, including but not limited to financial loss, loss of opportunity or any other kind of loss arising from a Force Majeure Event.

18. PARTIES' COMMUNICATION

18.1. Any offer to open or close a Transaction must be made by the Client via the Trading Platform. The Company shall not be liable for any loss or damages from:
(a) inaccuracies, mistakes or errors by the Client while performing the Transaction;
(b) any Transaction performed due to unauthorised access to the Client's Account.

18.2. The Company shall communicate with the Client using the contact details provided during Account registration and any subsequent details updated. Any communication (including without limitation to any Account statements, Transaction details, Fees details, legal documents, notice, consent and similar document) required or permitted to be given or served under this Agreement shall be in writing and may be:
(a) delivered by electronic means;
(b) delivered personally; or
(c) sent by registered post or registered airmail.

18.3. Any communication given or served in accordance with clause 18.2 shall be deemed to have been duly given or served:
(a) if sent by registered post or registered airmail, two business days after the date it is lodged with the postal authorities for postal despatch. If the delivery address is within the jurisdiction, five business days after

the date it is lodged with the postal authorities for postal despatch. If the delivery address is beyond the jurisdiction, ten business days after the date it is lodged with the postal authorities for postal despatch;

(b) if delivered personally, at the time of delivery;

(c) if sent by electronic means, immediately during business bours at its destination or, if not within business hours, at the opening of the next period of business hours.

18.4. The Client acknowledges and undertakes that:

(a) the Company may record any communication between the Company and the Client and such recordings shall be the sole property of the Company and may be used as evidence of communications in legal proceedings;

(b) any instruction and communication transmitted by the Client or on the Client's behalf is made at the Client's risk and the Company is authorised to rely and act on, and treat as fully authorised and binding upon the Client, any instruction which the Company believe in good faith to have been given by the Client or the Client's agent;

(c) the official language of this Agreement shall be in English;

(d) the Client may appoint an authorised person in accordance with KYC documentation, and the Client authorises the Company to contact the authorised person to fulfil its obligations in relation to Applicable Statutes And Regulations;

(e) to regularly check and read all notices published on the Company's website and Trading Platform;

(f) failure or delay in receiving any communication from the Company due to software, telecommunications or other electronic system error shall not invalidate or prejudice that communication and the Company shall not be liable for such failure or delay in communication;

(g) to check the trading statements posted monthly where any Manifest Error shall be conclusive if it is not communicated to the Company.

19. CLIENT'S COMPLAINT

19.1. The Client shall report all complaints to the Company in writing within three (3) business days from the occurrence of the event that gives rise to the complaint and should include all relevant details and supporting documentation. In the event the Client failed to do so, the Client shall be deemed to have irrevocably waived all rights for any claim or complaint against the Company.

19.2. Upon receiving the complaint and all necessary information from the Client, the Company shall proceed to investigate the complaint, take any necessary action and update the Client from time to time.

19.3. Without prejudice to the Client's right, the Company shall have the right, at its sole discretion, to close any Transaction involved in a dispute with the Client without prior notice where the Company reasonably believes it is necessary to mitigate or limit the monetary claim in the dispute.

19.4. The Client shall keep all information related to any complaints or disputes submitted to the Company strictly confidential. This includes, but is not limited to, the details of the complaint, the resolution process, and any communications or documents exchanged in connection with the complaint (collectively referred to as "Complaint Information").

19.5. The Client agrees to use Complaint Information solely for the purpose of addressing the complaint or dispute with the Company and not for any other purpose. The Client shall not disclose, reproduce, or use Complaint Information for any other purpose without the prior written consent of the Company.

19.6. In the event of any unauthorized disclosure or misuse of the Complaint Information, the Client shall be liable to the Company for a predetermined monetary penalty of at least USD100,000.00, which the Parties agree is a reasonable pre-estimate of potential damages considering the sensitive nature of such information. The Company further reserves the right to seek additional damages, including but not limited to, any direct or indirect losses exceeding USD 100,000.00, legal fees on full indemnity basis, consequential and reputational damages, in the event the actual damages incurred surpass the predetermined amount. The Company also reserves the right to suspend or terminate the Client's account and pursue any other remedies available under law or equity, including injunctive relief.

19.7. The Client agrees and undertakes that any complaint, dispute, or grievance arising out of or in connection with this Agreement shall first be submitted to the Company in accordance with Clause 19.1. The Client shall grant the Company a reasonable opportunity to investigate and resolve the matter. The Client further agrees not to escalate or lodge any complaint with any regulatory authority, governmental agency, or third-party dispute resolution body unless and until the Company has been afforded the opportunity to fully consider and respond to the complaint within a reasonable period. For the avoidance of doubt, this Clause shall not limit any statutory rights available to the Client, but is intended to ensure that the Company is granted the first right to resolve any issues amicably and internally.

20. GOVERNING LAW AND JURISDICTION

20.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of republic of Vanuatu.

20.2. Nothing in this Agreement shall limit or prohibit the Company's right to initiate legal proceedings against the Client in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

21. ASSIGNMENT OF RIGHTS

21.1. This Agreement shall be binding upon the respective heirs, successors-in-title, estates, personal representatives and permitted assigns of the Client. The Client shall not assign any of its rights and obligations hereunder without the prior consent of the Company.

21.2. The Client acknowledges and agrees that the Company may sell, transfer, assign or novate the Company's rights or obligations under this Agreement or the performance of the entire Agreement, in the Company's sole discretion, to a successor of all or substantially all of the Company's business or assets (in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party), without the Client's prior written consent by providing notice in writing within a reasonable period. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and is not intended to confer any other entity or person any rights or remedies hereunder.

21.3. The Client agrees that in the event of a transfer, assignment or novation described in paragraph 21.2 above, the Company shall have the right to disclose and/or transfer all Client's information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Account and the Client Asset as required, subject to providing prior notice to the Client.

22. MISCELLANEOUS

22.1. Time, wherever mentioned in this Agreement, shall be of the essence.

22.2. This Agreement shall not be construed as a joint venture or partnership between the Company and the Client. The Client acknowledges that the Company may provide the Trading Platform to other parties and clients, and agree that nothing in this Agreement shall prevent the Company from providing such services.

22.3. Without prejudice to any other rights or remedies a party may have, each Party acknowledges and agrees that damages may not be an adequate remedy for any breach of this Agreement and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

22.4. No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

22.5. If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the Parties agree in good faith to replace any such legally invalid or unenforceable provision with valid and enforceable provisions that, from an economic viewpoint, most nearly and fairly approach the effect of the invalid or unenforceable provision.

22.6. Notwithstanding anything to the contrary contained in any Annex, Schedule (including Annex 3 Share Swap and Share Basket Swap Master Confirmation Agreement), the Client shall not engage internal futures-and-spot hedging transactions without the Company's prior written approval. For the avoidance of doubt, Annex 3 shall remain in full force and effect and is not amended hereby, save that this provision shall prevail to the extent of any inconsistency.

22.7. Unless otherwise provided, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.

22.8. This Agreement, First Schedule and Second Schedule constitute the entire understanding and agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Agreement.

22.9. The official language of this Agreement shall be English. The Company may provide this Agreement in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Agreement and any other language version, the English version shall prevail.

22.10. The Company is unable to advise the Client on any tax matters and the Client should seek a professional tax adviser for advice.

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FIRST SCHEDULE

AUTHORIZED TRADING: TERMS AND CONDITIONS

This First Schedule outlines the particular conditions that will be relevant to you while utilizing the copy trading or authorized trading feature on the Company's platform. These conditions in this First Schedule are in addition to the overall Client Agreement that are applicable to all our services, not limited to just copy trading. Any capitalized terms used in this First Schedule will carry the same definitions as provided in the Client Agreement. If there is a contradiction or disparity between a term in this First Schedule and a term in the Client Agreement, the provisions of this First Schedule will take precedence.

1. DEFINITIONS AND INTERPRETATIONS

(a) "Authorized Trading" means management of the trading instruments within the Client's Account without any prior consultation or manual intervention from the Client;

(b) "Authorized Trader" means the party who has authorized the Authorized Trading to enable the Clients to copy his trades;

(c) "High Water Mark" means the highest peak in value that an investment account or copied strategy has achieved. It serves as a performance benchmark used to calculate remuneration.

(d) "Remuneration" means the applicable monthly fixed charges, trading commission, profit sharing charges, performance fee charges, annual management fee and other relevant charges;

(e) "User" means collectively the Authorized Trader and the Client.

2. AUTHORIZED TRADING

2.1 The Client hereby authorizes the Authorized Trader and the Authorized Trader accepts such authorization to manage the trading instruments within the Client's Account without any prior consultation or manual intervention from the Client, including but not limited to the authority described in Clause 3.4 below ("Authorized Trading"). The Authorized Trading shall be managed by the Authorized Trader to execute copy trading automatically for all trading instruments available on the Trading Platform.

2.2 The Client has considered the Client's personal financial condition prior engaging the Authorized Trading. The Client understands that the Authorized Trading is highly speculative and that the Client could sustain significant losses within a short period. The Company is unable to provide any guarantee as to the performance of any particular investment or the Authorized Trader.

2.3 It is the Client's sole discretion to appoint or follow the preferred Authorized Trader and the Client is solely responsible for any actions and losses that may arise in the Client's Account.

2.4 The Client appoints and authorizes the Authorized Trader to do the following without prior consultation from the Client:

(a) purchase, sell, hold, and manage the trading instruments in the Client's Account;

(b) set, edit and modify dealing and trading rules and preferences related to the Client's Account, including but not limited to enabling trailing stops and setting roll instructions;

(c) take all necessary actions to enable the Authorized Trader to effectively exercise the authority conferred in hereto and for any incidental and consequential actions.

2.5 The Authorized Trading shall not be executed when:

(a) the Client's Account does not have enough funds to open a new position;

(b) the volume of the trade to be copied onto the Client's Account is less than the minimum trade volume set by the Company on the trading server for the particular trading instrument;

(c) the Authorized Trader has temporarily suspended or terminated the Authorized Trading;

(d) the Authorized Trading has been disabled for the profile of the Client's Account or Authorized Trader's account due to debt or any other reasons;

(e) the Client's equity is less than or equal to the equity stop copying level;

(f) the Client lacks funds in the Account to pay the Remuneration.

3. FEES AND REMUNERATION

3.1 The applicable monthly fixed charges, trading commission, profit sharing charges, performance fee charges, annual management fee and other relevant fees payable by the Client to the Authorized Trader for the Authorized Trading shall be calculated based on a cut or fixed percentage from the High Water Mark set forth in the Trading Platform, whereby the charges shall only be applicable when there is a new High Water Mark ("Remuneration"). The Client shall read and accept the applicable Remuneration imposed prior to the Authorized Trading.

3.2 Once the Client accepts the Authorized Trading, the Remuneration shall be automatically deducted from the Client's Account and paid directly to the Authorized Trader's Account.

3.3 In the event the Client do not have sufficient funds in the Account for the Authorized Trading, the Client acknowledges that the Authorized Trading shall remain in force and the Client is obliged to pay all outstanding Remuneration for the Authorized Trading upon notice.

4. AUTHORIZED TRADER

4.1 The Client reserves the right to register any of his accounts as an Authorized Trader's account to release the trading signals. By registering as an Authorized Trader, the Authorized Trader has consented and allowed other Clients to copy trades from the Authorized Trader's account.

4.2 The Authorized Trader represents and warrants to the Company, and agree that each such representation and warranty is deemed repeated as long as the Authorized Trading remains valid, that the Authorized Trader shall:

(a) perform the Authorized Trading in good faith and for the full benefit of the Client;

(b) at all times comply with all Applicable Statutes And Regulations and shall not use the services for Authorized Trading for any unlawful purposes;

(c) comply with the terms of conditions of the Client Agreement;

(d) use the multi-account management tools and any other tools and methods provided by the Company from time to time to perform the Authorized Trading;

(e) not engage in illegal and immoral activity, including but not limited to money laundering, any form of market abuse, hedging, fraud, or any other forms of deceitful or fraudulent activity;

(f) not execute highly complex or sophisticated Transactions for the purposes of obtaining additional Remuneration, rebates or other forms of benefit;

(g) not contravene any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.

(h) not use any software, programs, algorithms or applications other than those provided by the Company, either directly or indirectly to:

(i) manipulate or take unfair advantage of the Trading Platform; or

(ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices;

(i) not adopt any trading strategies aimed at exploiting errors in prices and/or trading at off-market prices, or take advantage of internet delays.

4.3 If the Authorized Trader breaches any of the representations described in Clause 4.2 or any of the terms and conditions of this Agreement, the Company reserves the right to:

(a) restrict, suspend or revoke the Authorized Trading temporarily or permanently;

(b) open and/or close any position available on the Trading Platform; or

(c) exercise its full legal rights in claiming damages from the Authorized Trader, including but not limited to set off or deduct funds in the Authorized Trader's account, for any loss or damages suffered by the Client.

4.4 The Company will not be charging any additional annual or account maintenance fee on the Authorized Trader, but reserves the right to impose any applicable charges on the Authorized Trader in the future.

5. USER'S REPRESENTATIONS AND WARRANTIES

5.1 The User represents and warrants to the Company, and agree that each such representation and warranty is deemed true as long as the User's Account remains valid:

(a) the User is an individual of sound mind, full age and legal competence, or if the User is a corporate body, the User warrants that he is legally incorporated and the authorized representative shall have full authority in dealing with the Account;

(b) the User has obtained all corporate, governmental, regulatory and other consents or approvals necessary for the execution, delivery and performance of this Agreement;

(c) the User has full power and lawful authority to execute, deliver and perform this Agreement;

(d) that execution of this Agreement and the Authorized Trading will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to the User;

(e) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against the User, no resolution has been passed for the winding-up of the User or for the appointment of liquidator or a provisional liquidator of the User;

(f) at all times comply with all Applicable Statutes And Regulations and shall not use the services for Authorized Trading for any unlawful purposes;

(g) the User is willing and financially able to sustain a total loss of all the User's funds paid to as a result of the Authorized Trading.

6. RISK DISCLOSURE AND ACKNOWLEDGEMENT

6.1 The Client acknowledges and accepts that:

(a) the Client has read and acknowledges the trading risks described in the Risk Disclosure and Acknowledgement Notice and the Client Agreement;

(b) the risks described in the Risk Disclosure and Acknowledgement Notice and the Client Agreement may arise in relation to the Authorized Trading from the Company and the Authorized Trader;

(c) the Client is financially willing and capable of assuming the risk of trading in speculative investments;

(d) the Authorized Trader is an independent contractor without any sort of employment, partnership or joint venture relationship with the Company;

(e) the Client may achieve a materially different result than others in the system of the Authorized Trading due to Clause 6.1 (j) and (k) below, or due to the Client's additional, modification or cancellation of orders generated by the Authorized Trading system;

(f) there might be a significant difference between hypothetical results and real-life trading results due to a variety of trading factors;

(g) past performance of an investment is not an indication of its performance in the future, and neither the Company or the Authorized Trader guarantees the future performance of the account, any specific level of performance, the success of any investment strategy or the success of the Authorized Trading;

(h) the Client executes the Authorized Trading at the Client's own risk and the Company, its affiliates, related parties and employees will not be liable for any losses that the Client may sustain as a result of the Client's usage of such feature;

(i) the Authorized Trader may engage in high-risk trading behaviour which are inconsistent with the Client's trading habit or trade products which the Client is unfamiliar with;

(j) the Authorized Trader may suspend and/or terminate the Client from the Authorized Trading or any specific trading instruments from the Authorized Trading at any time without any prior notice;

(k) the Authorized Trader reserves the right to amend the risk multiplier and leverage of the Client at any time without any prior notice, whereby the risk multiplier and leverage of all the Clients under the Authorized Trader shall be amended proportionately;

(l) the Client may not have any access to view the orders and trading positions placed by the Authorized Trader, and may only be able to view the Client's profits and losses after the Authorized Trader closed the respective orders and trading positions within the Authorized Trading; and

(m) the Company is only acting as a service provider for the Authorized Trading:

(i) the Authorized Trading shall not in any circumstances constitute as any investment advice by the Company, our affiliates or third-party service providers;

(ii) other than errors and malfunctions within the Trading Platform, the Company shall not resolve and entertain any dispute between the Client and the Authorized Trader;

(iii) the Company exclude all liabilities incurred by the Authorized Trader.

6.2 The Client acknowledges that all Transactions under this Agreement shall subject to the Applicable Statutes And Regulations wherein:

(a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;

(b) the Company reserves the right to take any necessary and reasonable action in relation to any Transaction and Account in ensuring compliance with any of the Applicable Statutes And Regulations; and

(c) all actions taken by the Company in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on the Client.

6.3 The Client acknowledges the following risks in relation to the Authorized Trader:

(a) any past performance of the Authorized Trader, risk score, statistics and any other information in relation to the Trader appearing on the Company's websites and applications are not indicative of future results;

(b) the Authorized Trader's risk scores, statistical information and historical performance are not a guarantee or representation of future performance;

(c) the Company does not guarantee that the Account will or is likely to achieve profits or losses similar to the past performance or risk score shown; and

(d) the execution price of orders on the Client's Account may differ from the execution price on the Authorized Trader's account and the Company shall not be liable to compensate for the possible difference in profit/loss and Remuneration for such transactions.

6.4 The risks disclosed in this Agreement and the Risk Disclosure And Acknowledgement Notice are non-exhaustive and may not have disclosed or explained all of the risks associated in dealing with the trading instruments. The Client should seek independent advice if the Client does not understand the risks explained herein.

6A. TERMINATION

6A.1 Without prejudice to any rights and remedies and other provisions of this Agreement, the Client and Authorized Trader may terminate the Authorized Trading and this Agreement immediately through the Trading Platform. If the Authorized Trading and this Agreement are terminated via this Clause 6A.1, the Company has no obligation to notify the other party about the termination, the Client and Authorized Trader undertakes to check the status of the Authorized Trading from time to time.

6A.2 The Client acknowledges that the Company may at its sole and absolute discretion, with or without notice to the Client and Authorized Trader:

(a) restrict, suspend or revoke the Authorized Trading temporarily or permanently;

(b) open and/or close any position available on the Trading Platform;

(c) terminate this Agreement.

6A.3 The Company may exercise its rights under clause 6A.2 in the event:

(a) the Client or the Authorized Trader breaches any material terms and conditions of this Agreement;

(b) the Authorized Trader has committed any act which may damage the reputation or interests of the Company;

(c) the Authorized Trader is no longer fit, proper or has lost the necessary qualifications required for the Authorized Trading;

(d) the Client has insufficient funds to pay the Remuneration when the Remuneration is due;

(e) the Client or the Authorized Trader violated or breached of Applicable Statutes And Regulations or any legislation;

(f) the Company considers it is necessary to prevent a violation of Applicable Statutes And Regulations;

(g) any Transaction or combination of Transactions or any realised or unrealised loss on any Transaction or combination of Transactions executed by the Client exceeded the credit limit available to the Client;

(h) the Client or Authorized Trader has breached any other the Company's policies or procedures;

(i) the Company has reasonable grounds to believe that the Client or the Authorized Trader has not acted in good faith; or

(j) any other circumstances where the Company has reasonable grounds to believe that it is necessary to exercise its rights under Clause 6A.2.

6A.4 After termination of the Authorized Trading and this Agreement, the refund of the Client's funds and the Remuneration payable to the Authorized Trader shall be adjusted accordingly, taking into account any outstanding Fees, charges, or liabilities incurred prior to termination, including any applicable withdrawal and deposit charges, trading losses, or other deductions permitted under this Agreement.

7. EXCLUSION AND LIMITATION OF LIABILITY BY THE COMPANY

7.1 The services for Authorized Trading shall be provided on an "as is, where is" basis. The Company makes no express or implied representations or warranties as to:

(a) availability, accuracy or completeness of the Authorized Trading;

(b) that the system and services for the Authorized Trading shall or will be uninterrupted, error-free or available at all times;

(c) that the system and services for the Authorized Trading are free from viruses, bugs or anything else with destructive properties;

(d) the system, services or software provided by the Company or their third-party service providers, licensors or outsourced parties;

(e) hyperlinks on the Company website linking to other third-party website; and

(f) compatibility of the User's computer equipment with the system and services for the Authorized Trading.

7.2 Subject to the duty and obligations owed by the Company to the User under Applicable Statutes And Regulations, the Company shall not be liable for any direct, indirect, potential, consequential or incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

(a) the Authorized Trading;

(b) any item in Clause 7.1 and risks disclosed in Clause 6;

(c) the User's breach of any Applicable Statutes And Regulations or this Agreement;

(d) any viruses or security breaches introduced into the User's equipment or systems via the Company's website or any software published, provided that the Company has taken reasonable steps to prevent any such introduction;

(d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;

(f) accuracy, completeness or delay of the information or advice provided by a third party;

(g) the Company's compliance with the Applicable Statutes and Regulations;

(h) unauthorized access to the User's Account or personal data due to the User's negligence or malicious third parties;

(i) any Force Majeure Event or Specified Default Event as set forth in the Client Agreement;

(j) any alteration, deletion, damage to the User's data storage;

(k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;

(l) any hardware, software, connection bugs from the User's side;

(m) solvency, acts or omissions of any the Company's licensors, providers or related companies;

(n) the Transactions entered by the User;

(o) any of the risks and warnings introduced to the User in this Agreement and the Client Agreement;

(p) any lost profit or losses, which may directly or indirectly occur as a result of the trading operations performed or omitted by the User; and

(q) the User's written or oral instructions.

8. USER'S INDEMNITY AGAINST THE COMPANY

8.1 Save as otherwise expressly provided herein, the User agrees and undertakes with the Company to fully indemnify and hold the Company, the Company's associates, related companies, third-party service providers, licensors harmless from and against any damages, liabilities, claims, loss or expenses of whatsoever nature(whether direct, indirect, consequential or otherwise) suffered, incurred or sustained by that the Company, or to which that the Company becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation underin this Agreement by the User.

8.2 The User further acknowledges and agrees that such indemnity shall include but not limited to any legal and administrative costs and expenses incurred.

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SECOND SCHEDULE

ISDA MASTER AGREEMENT

The Client and the Company have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this 2002 Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this "Master Agreement".

Accordingly, the parties agree as follows:—

1. INTERPRETATION

(a) Definitions. The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.

(b) Inconsistency. In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.

(c) Single Agreement. All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. OBLIGATIONS

(a) General Conditions.

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) Change of Account. Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) Netting of Payments. If on any date amounts would otherwise be payable:—

(i) in the same currency; and

(ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) Deduction or Withholding for Tax.

(i) Gross-Up. All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will—

(1) promptly notify the other party ("Y") of such requirement;

(2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;

(3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) Liability. If:-

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. REPRESENTATIONS

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any "Additional Representation" is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) Basic Representations.

(i) Status. It is duly organised and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

(ii) Powers. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorize such execution, delivery and performance;

(iii) No Violation or Conflict. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) Consents. All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) Obligations Binding. Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) Absence of Certain Events. No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) Absence of Litigation. There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) Accuracy of Specified Information. All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) Payer Tax Representation. Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) Payee Tax Representations. Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

(g) No Agency. It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. AGREEMENTS

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:-

(a) Furnish Specified Information. It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:-

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) Maintain Authorisations. It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) Comply With Laws. It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) Tax Agreement. It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) Payment of Stamp Tax. Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction"), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. EVENTS OF DEFAULT AND TERMINATION EVENTS

(a) Events of Default. The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an "Event of Default") with respect to such party:-

(i) Failure to Pay or Deliver. Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) Breach of Agreement; Repudiation of Agreement.

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) Credit Support Default.

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of,

such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) Misrepresentation. A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) Default Under Specified Transaction. The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) Cross-Default. If “Cross-Default” is specified in the Schedule as applying to the party, the occurrence or existence of:—

(1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the

Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) Bankruptcy. The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:-

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (I) to

(7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) Merger Without Assumption. The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution:-

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) Termination Events. The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:-

(i) Illegality. After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):-

(1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit

Support Document or to comply with any other material provision of such Credit Support Document;

(ii) Force Majeure Event. After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:-

(1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) Tax Event. Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount

is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iv) Tax Event Upon Merger. The party (the "Burdened Party") on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganizing, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) Credit Event Upon Merger. If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A "Designated Event" with respect to X means that:-

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the date of this Master Agreement) to, or reorganizes, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) Additional Termination Event. If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) Hierarchy of Events.

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) Deferral of Payments and Deliveries During Waiting Period. If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:-

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) Inability of Head or Home Office to Perform Obligations of Branch. If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party's head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home

office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. EARLY TERMINATION; CLOSE-OUT NETTING

(a) Right to Terminate Following Event of Default. If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) Right to Terminate Following Termination Event.

(i) Notice. If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) Transfer to Avoid Termination Event. If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) Two Affected Parties. If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) Right to Terminate.

(1) If:-

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section

5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2) following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) Effect of Designation.

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) Calculations; Payment Date.

(i) Statement. On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (l) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) Payment Date. An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) Payments on Early Termination. If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the “Early Termination Amount”) will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) Events of Default. If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as

the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of Early Termination Amount to the Defaulting Party.

(ii) Termination Events. If the Early Termination Date results from a Termination Event:—

(1) One Affected Party. Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) Two Affected Parties. Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party "X") and lower amount so determined (by party "Y") and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) Mid-Market Events. If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) Adjustment for Bankruptcy. In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) Adjustment for Illegality or Force Majeure Event. The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) Pre-Estimate. The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) Set-Off. Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non- defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. TRANSFER

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section7 will be void.

8. CONTRACTUAL CURRENCY

(a) Payment in the Contractual Currency. Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) Judgments. To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange

at which such party is able, acting in good faith and using commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) Separate Indemnities. To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) Evidence of Loss. For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. MISCELLANEOUS

(a) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) Amendments. An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) Survival of Obligations. Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) Remedies Cumulative. Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) Counterparts and Confirmations.

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means

that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege

(g) Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) Interest and Compensation.

(i) Prior to Early Termination. Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) Interest on Defaulted Payments. If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) Compensation for Defaulted Deliveries. If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) Interest on Deferred Payments. If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount

becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) Compensation for Deferred Deliveries. If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired, the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) Early Termination. Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) Unpaid Amounts. For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) Interest on Early Termination Amounts. If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) Interest Calculation. Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. OFFICES; MULTIBRANCH PARTIES

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organization, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries with respect to a Transaction through any Office listed in respect of that party in the Schedule(but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. EXPENSES

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. NOTICES

(a) Effectiveness. Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;

(v) if sent by electronic messaging system, on the date it is received; or

(vi) if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

(a) Change of Details. Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. GOVERNING LAW AND JURISDICTION

(a) Governing Law. This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) Jurisdiction. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:—

(i) submits:—

(1) if this Agreement is expressed to be governed by the laws of Vanuatu, to (A) the non-exclusive jurisdiction of the courts of Vanuatu if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the courts of Vanuatu if the Proceedings do involve a Convention Court; or

(2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

(c) Service of Process. Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

(d) Waiver of Immunities. Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. DEFINITIONS

As used in this Agreement:—

"Additional Representation" has the meaning specified in Section 3. "Additional Termination Event" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Agreement" has the meaning specified in Section 1(c).

"Applicable Close-out Rate" means:—

(a) in respect of the determination of an Unpaid Amount:—

(i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;

(iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and

(iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and

(b) in respect of an Early Termination Amount:—

(i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:

(1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;

(2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and

(3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

(1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;

(2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;

(3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and

(4) in all other cases, the Termination Rate.

"Applicable Deferral Rate" means:—

(a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;

(b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and

(c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

"Automatic Early Termination" has the meaning specified in Section 6(a).

"Burdened Party" has the meaning specified in Section 5(b)(iv).

"Change in Tax Law" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

"Close-out Amount" means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realized

under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 2(a)(iii)) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:-

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilized. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the

Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

(1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

“Confirmation” has the meaning specified in the preamble.

“consent” includes a consent, approval, action, authorization, exemption, notice, filing, registration or exchange control consent.

“Contractual Currency” has the meaning specified in Section 8(a).

“Convention Court” means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Cross-Default” means the event specified in Section 5(a)(vi).

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a). “Designated Event” has the meaning specified in Section 5(b)(v). “Determining Party” means the party determining a Close-out Amount. “Early Termination Amount” has the meaning specified in Section 6(e).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iv).

“Electronic Messages” does not include e-mails but does include documents expressed in markup languages, and “electronic messaging system” will be construed accordingly.

“English Law” means the law of England and Wales, and “English” will be construed accordingly. “Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule. “Force Majeure Event” has the meaning specified in Section 5(b).

“General Business Day” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

“Non-default Rate” means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Other Amounts” has the meaning specified in Section 6(f).

“Payee” has the meaning specified in Section 6(f).

“Payer” has the meaning specified in Section 6(f).

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Proceedings” has the meaning specified in Section 13(b).

“Process Agent” has the meaning specified in the Schedule.

“Rate of Exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

“Schedule” has the meaning specified in the preamble.

“Scheduled Settlement Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Specified Entity” has the meaning specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap,

credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Stamp Tax” means any stamp, registration, documentation or similar tax.

“Stamp Tax Jurisdiction” has the meaning specified in Section 4(e).

“Illegality” has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“Law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority), and “unlawful” will be construed accordingly.

“Local Business Day” means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognized principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case

of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

“Local Delivery Day” means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

“Master Agreement” has the meaning specified in the preamble.

“Merger Without Assumption” means the event specified in Section 5(a)(viii). “Multiple Transaction Payment Netting” has the meaning specified in Section 2(c). “Non-affected Party” means, so long as there is only one Affected Party, the other party.

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

“Tax Event” has the meaning specified in Section 5(b).

“Tax Event Upon Merger” has the meaning specified in Section 5(b).

“Terminated Transactions” means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

“Termination Currency” means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, Euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

“Termination Currency Equivalent” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

"Termination Event" means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Threshold Amount" means the amount, if any, specified as such in the Schedule.

"Transaction" has the meaning specified in the preamble.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2), as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

"Waiting Period" means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

Annexure to the ISDA Master Agreement

ANNEXURE

to the

2002 Master Agreement

the Company and Client

("Party A") ("Party B")

PART 1. TERMINATION PROVISIONS

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

Section 5(a)(v) none;

Section 5(a)(vi) none;

Section 5(a)(vii) none;

Section 5(b)(v) none;

and in relation to Party B for the purpose of:

Section 5(a)(v) any of its Affiliates;

Section 5(a)(vi) any of its Affiliates;

Section 5(a)(vii) any of its Affiliates;

Section 5(b)(v) any of its Affiliates.

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

(c) The "Cross-Default" provisions of Section 5(a)(vi) will not apply to Party A but will apply to Party B.

"Specified Indebtedness" will have the meaning specified in Section 14 of this Agreement.

"Threshold Amount" means,

(i) with respect to Party A, an amount equal to three percent (3%) of the Shareholders' Equity; and

(ii) with respect to Party B, USD0.

(d) The "Credit Event Upon Merger" provisions of Section 5(b)(v) of this Agreement will not apply to Party A and will apply to Party B.

(e) The "Automatic Early Termination" provisions of Section 6(a) of this Agreement will not apply to Party A and will not apply to Party B.

(f) "Termination Currency" means the freely convertible currency as selected by the party which is not the Defaulting Party or the Affected Party (as the case may be), or where there are two Affected Parties such currency as may be agreed between them, if such currency is freely convertible, and otherwise United States Dollars.

(g) "Additional Termination Event" will apply to Party B. For the purpose of Section 5(b)(vi) of this Agreement, each of the following events shall constitute an Additional Termination Event in respect of which Party B shall be the sole Affected Party and all outstanding Transactions shall be Affected Transactions:

(i) Change of control. either:

(1) directly or indirectly ceases to own directly or indirectly [50] per cent of the issued share capital of the Client carrying voting rights in ordinary circumstances in a general meeting of shareholders or a comparable meeting of the Client; or

(2) otherwise directly or indirectly ceases to control the board of directors of the Client.

(ii) Material Adverse Change. A Material Adverse Change occurs in regard to Party B. Material Adverse Change means any event, condition or change which materially and adversely affects or could reasonably be expected to materially and adversely affect the operations of Party B.

PART 2. TAX REPRESENTATIONS

(a) Payer Representations: For the purpose of Section 3(e) of this Agreement, Party A and Party B each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) of this Agreement by reason of material prejudice to its legal or commercial position.

(b) Payee Representations: For the purpose of Section 3(f) of this Agreement, Party A and Party B will not make any payee tax representation.

PART 3. DOCUMENTS TO BE DELIVERED

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

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

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B	A correct, complete and executed United States Internal Revenue Service Form W-8BEN-E (with all parts fully completed), or any successor form.	Promptly upon execution of this Agreement.	Yes

(b) Other documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party B	Most recent copy of published annual report containing audited financial statements for the most recently audited financial year.	Promptly after request, and in any case within [90 days] of publication.	Yes
Party B	A certified copy of the Memorandum and Articles of Association of the Client.	Promptly upon execution of this Agreement.	Yes
Party B	A certified copy of the Memorandum and Articles of Association of the Credit Support Providers of the Client (if any).	Promptly upon execution of this Agreement.	Yes
Party B	A certified copy or extract of the board resolution of Party B's Credit Support Providers authorizing the entry into, and execution of, the Credit Support Documents (if any).	Promptly upon execution of this Agreement	Yes
Party B	Evidence reasonably satisfactory to Party A of: (i) the capacity and authority of Party B and any Credit Support Provider of Party B to enter into the Agreement, any Credit Support Document and any Transactions and (ii) the authority of the individual signing the Agreement, the relevant Credit Support Document and/or the relevant Confirmation on behalf of such party to execute the same and (iii) the genuine signature of each such individual.	Promptly upon execution of this Agreement and promptly after request by Party A in relation to each Confirmation thereafter.	Yes
Party B	Any Credit Support Document identified in Part 4(f), together with evidence of incumbency in relation to the person who has executed the Credit Support Document. [1]	Promptly upon execution of this Agreement.	Yes
Party B	Evidence of the appointment of the Process Agent of Party B and acceptance of such appointment by the Process Agent.[2]	Promptly upon (i) execution of this Agreement and (ii) the appointment of a replacement Process Agent pursuant to Section 13(c) of this Agreement.	Yes/No
Party B	Any other documents as required by Party A from time to time.	Upon request by Party A.	Yes

PART 4. MISCELLANEOUS

(a) Addresses for Notices: For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

the Company

Email: support@dooprime.com

Address for notices or communications to Party B:

Client (as provided by the Client to the Company)

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

(c) Multibranch Party: For the purpose of Section 10(b) of this Agreement: Party A and B are not a Multibranch Party.

(d) Calculation Agent: The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

(e) Credit Support Document: Details of any Credit Support Document:

Include if a Credit Support Document and Credit Support Provider will be designated for Party B.

Include if Party B does not have a permanent address in Hong Kong.

in relation to Party A: Not applicable.

in relation to Party B: Guarantee letter or security agreement if applicable.

(e) Credit Support Provider:
in relation to Party A: Not applicable

in relation to Party B: Guarantee letter or security agreement if applicable

(g) Governing Law and Jurisdiction:

(i) Governing Law.

(1) This Agreement and any non-contractual obligations arising out of or in relation to it will be governed by and construed in accordance with English Law.

(2) Section 13(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(ii) Jurisdiction. With respect to any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it ("Proceedings"), each party irrevocably:

(1) submits to the exclusive jurisdiction of the Vanuatu courts; and

(2) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

(h) Netting of Payments: "Multiple Transaction Payment Netting" will apply for the purpose of Section 2(c) of this Agreement.

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

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

"Specified Entity" means, in relation to Party A: None. "Specified Entity" means, in relation to Party B: Affiliates.

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

(l) Additional Representations: will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

(i) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(ii) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(iii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iv) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(v) Open Market Transactions. It understands and acknowledges that the other party (either directly or through its Affiliates), either in connection with entering into a Transaction or from time to time thereafter, engage in open market transactions that are designed to hedge or reduce the risks incurred by it in connection with such Transaction and that the effect of such open market transactions may be to affect or reduce the value of such Transaction.

(m) Recording of Conversations. Each party (i) consents to the recording of the telephone conversations between trading, marketing and other relevant personnel of the parties and their Affiliates in connection with this Agreement or any potential Transaction, (ii) agrees to obtain

any necessary consent of, and give any necessary notice of such recording to, such personnel and (iii) agrees, to the extent permitted by applicable law, that any such recording may be submitted in evidence to any court or in any Proceedings with respect to this Agreement or any Transaction.

PART 5. OTHER PROVISIONS

(a) Change of Account. Section 2(b) of this Agreement is hereby amended by the addition of the following after the word “delivery” in the first line thereof “to another account in the same legal and tax jurisdiction as the original account”.

(b) Scope of Agreement. Notwithstanding anything contained in this Agreement to the contrary, any transaction (other than a repurchase transaction, reverse repurchase transaction, buy/sell-back transaction or securities lending transaction) which may otherwise constitute a "Specified Transaction" (without regard to the phrase “which is not a Transaction under this Agreement but” in the definition of “Specified Transaction”) for purposes of this Agreement which has been or will be entered into between the parties shall constitute a "Transaction" which is subject to, governed by, and construed in accordance with the terms of this Agreement, unless any Confirmation with respect to a Transaction entered into after the execution of this Agreement expressly provides otherwise.

(c) Consent to Disclosure. Without prejudice to the generality of any applicable law and notwithstanding anything to the contrary in any non-disclosure, confidentiality or other agreement between the parties, each of Party A and Party B expressly consents to the disclosure of information (including without limitation, its name and information relating to the Transaction):

(i) to the extent required or permitted by any applicable law, rule or regulation which mandates reporting and/or retention of such information in accordance with which the other party or its head office, branches or Affiliates (as applicable) are required or accustomed to act (“Reporting Requirements”); or

(ii) to and between the other party’s head office, branches or Affiliates, or any persons or entities who provide services to such other party or its head office, branches or Affiliates (as applicable), in each case, in connection with such Reporting Requirements.

(d) Fully Paid Transactions. The condition precedent in Section 2(a)(iii)(1) of this Agreement does not apply to a payment and delivery owing by a party if the other party shall have satisfied in full all its payment or delivery obligations under Section 2(a)(i) of this Agreement and shall at the relevant time have no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i) of this Agreement.

(e) Severability. If any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavour, in good faith negotiations, to

replace the invalid, illegal or unenforceable provision with valid, legal or enforceable provisions, the economic effect of which comes as close as reasonably possible to that of the invalid, illegal or unenforceable provisions, provided that this severability provision shall not affect the single agreement provision of Section 1(c) of this Agreement

(f) No Third Party Rights. No person has any right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

(g) Incorporation of 2002 Master Agreement Protocol. The parties agree that the definitions and provisions contained in Annexes 1 to 18 and Section 6 of the 2002 Master Agreement Protocol published on July 15, 2003 by the International Swaps and Derivatives Association, Inc. (the “2002 Master Agreement Protocol”) are incorporated into and apply to this Agreement and any Transaction hereunder, as applicable. References in those definitions and provisions to any ‘ISDA Master Agreement’ will be deemed to be references to this Agreement. For greater certainty, if there is any inconsistency between this provision and the provisions in a Confirmation of a Transaction, this provision shall prevail unless such Confirmation expressly overrides the provisions of the relevant annex to the 2002 Master Agreement Protocol.

(h) Withholding Tax imposed on payments to non-U.S. Counterparties under the United States Foreign Account Tax Compliance Act. “Tax” as used in Part 2(a) of this Schedule (Payer Representations) and “Indemnifiable Tax” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

Annex 2 to the ISDA Master Agreement

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA 2002 Master Agreement

the Company and Client

("Party A") ("Party B")

This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 11 and the other provisions of this Annex, Paragraph 11 will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

Paragraph 2. Credit Support Obligations

(a) Delivery Amount. Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 11(b)(iii)(D)). Unless otherwise specified in Paragraph 11(b), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount exceeds

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

(b) Return Amount. Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 11(b)(iii)(D)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in Paragraph 11(b), the "Return Amount" 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 (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the

transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds

(ii) the Credit Support Amount.

Paragraph 3. Transfers, Calculations and Exchanges

(a) Transfers. All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to Paragraph 4 and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) Calculations. All calculations of Value and Exposure for purposes of Paragraphs 2 and 4(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of Paragraph 4(a), following the date of calculation).

(c) Exchanges.

(i) Unless otherwise specified in Paragraph 11, the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which

the Transferee receives the New Credit Support, unless otherwise specified in Paragraph 11(d) (the "Exchange Date"); provided that the Transferee will only be obliged to transfer Equivalent Credit Support with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the New Credit Support as of that date.

Paragraph 4. Dispute Resolution

(a) Disputed Calculations or Valuations. If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under Paragraph 2 or, in the case of (II) above, the date of transfer;

(2) in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the Settlement Day following the date that the demand is received under Paragraph 2;

(3) the parties will consult with each other in an attempt to resolve the dispute; and

(4) if they fail to resolve the dispute by the Resolution Time, then:

(i) in the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 11(c), the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilising any calculations of that part of the Exposure attributable to the Transactions that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; provided that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and

(C) utilising the procedures specified in Paragraph 11(e)(ii) for calculating the Value, if disputed, of the outstanding Credit Support Balance;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to Paragraph 11(e)(ii).

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) as soon as possible but in any event not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following such notice given by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraph 3(a), make the appropriate transfer.

(b) No Event of Default. The failure by a party to make a transfer of any amount which is the subject of a dispute to which Paragraph 4(a) applies will not constitute an Event of Default for as long as the procedures set out in this Paragraph 4 are being carried out. For the avoidance of doubt, upon completion of those procedures, Section 5(a)(i) of this Agreement will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 4(a) on the relevant due date.

Paragraph 5. Transfer of Title, No Security Interest, Distributions and Interest Amount

(a) Transfer of Title. Each party agrees that all right, title and interest in and to any Eligible Credit Support, Equivalent Credit Support, Equivalent Distributions or Interest Amount which it transfers to the other party under the terms of this Annex shall vest in the recipient free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person (other than a lien routinely imposed on all securities in a relevant clearance system).

(b) No Security Interest. Nothing in this Annex is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by one party to the other party under the terms of this Annex.

(c) Distributions and Interest Amount.

(i) Distributions. The Transferee will transfer to the Transferor not later than the Settlement Day following each Distributions Date cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions ("Equivalent Distributions") to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

(ii) Interest Amount. Unless otherwise specified in Paragraph 11(f)(iii), the Transferee will transfer to the Transferor at the times specified in Paragraph 11(f)(ii) the relevant Interest Amount to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

Paragraph 6. Default

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of Section 6(e). For the avoidance of doubt, if Market Quotation is the applicable payment measure for purposes of Section 6(e), then the Market Quotation determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero, and, if Loss is the applicable payment measure for purposes of Section 6(e), then the Loss determined under Section 6(e) in relation to the Transaction will be limited to the Unpaid Amount representing the Value of the Credit Support Balance.

Paragraph 7. Representation

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it transfers Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions) that it is the sole owner of or otherwise has the right to transfer all Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions it transfers to the other party under this Annex,

free and clear of any security interest, lien, encumbrance or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system).

Paragraph 8. Expenses

Each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer it is required to make under this Annex) in connection with performing its obligations under this Annex, and neither party will be liable for any such costs and expenses incurred by the other party.

Paragraph 9. Miscellaneous

(a) Default Interest. Other than in the case of an amount which is the subject of a dispute under Paragraph 4(a), if a Transferee fails to make, when due, any transfer of Equivalent Credit Support, Equivalent Distributions or the Interest Amount, it will be obliged to pay the Transferor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Valuation Date of the items of property that were required to be transferred, from (and including) the date that the Equivalent Credit Support, Equivalent Distributions or Interest Amount were required to be transferred to (but excluding) the date of transfer of the Equivalent Credit Support, Equivalent Distributions or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) Good Faith and Commercially Reasonable Manner. Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.

(c) Demands and Notices. All demands and notices given by a party under this Annex will be given as specified in Section 12 of this Agreement.

(d) Specifications of Certain Matters. Anything referred to in this Annex as being specified in Paragraph 11 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 10. Definitions

As used in this Annex:

“Base Currency” means the currency specified as such in Paragraph 11(a)(i).

“Base Currency Equivalent” means, with respect to an amount on a Valuation Date, in the case of an amount denominated in the Base Currency, such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the “Other Currency”), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate determined by the Valuation Agent for value on such Valuation Date.

“Credit Support Amount” means, with respect to a Transferor on a Valuation Date, (i) the Transferee’s Exposure plus (ii) all Independent Amounts applicable to the Transferor, if any, minus (iii) all Independent Amounts applicable to the Transferee, if any, minus (iv) the Transferor’s Threshold; provided, however, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

“Credit Support Balance” means, with respect to a Transferor on a Valuation Date, the aggregate of all Eligible Credit Support that has been transferred to or received by the Transferee under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as

reduced pursuant to Paragraph 2(b), 3(c)(ii) or 6. Any Equivalent Distributions or Interest Amount (or portion of either) not transferred pursuant to Paragraph 5(c)(i) or (ii) will form part of the Credit Support Balance.

"Delivery Amount" has the meaning specified in Paragraph 2(a).

"Disputing Party" has the meaning specified in Paragraph 4.

"Distributions" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time.

"Distributions Date" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance other than cash, each date on which a holder of such Eligible Credit Support is entitled to receive Distributions or, if that date is not a Local Business Day, the next following Local Business Day.

"Eligible Credit Support" means, with respect to a party, the items, if any, specified as such for that party in Paragraph 11(b)(ii) including, in relation to any securities, if applicable, the proceeds of any redemption in whole or in part of such securities by the relevant issuer.

"Eligible Currency" means each currency specified as such in Paragraph 11(a)(ii), if such currency is freely available.

"Equivalent Credit Support" means, in relation to any Eligible Credit Support comprised in the Credit Support Balance, Eligible Credit Support of the same type, nominal value, description and amount as that Eligible Credit Support.

"Equivalent Distributions" has the meaning specified in Paragraph 5(c)(i).

"Exchange Date" has the meaning specified in Paragraph 11(d).

"Exposure" means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; provided that Market Quotations will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

"Independent Amount" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11(b)(iii)(A); if no amount is specified, zero.

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the Base Currency Equivalents of the amounts of interest determined for each relevant currency and calculated for each day in that Interest Period on the principal amount of the portion of the Credit Support Balance comprised of cash in such currency, determined by the Valuation Agent for each such day as follows:

(x) the amount of cash in such currency on that day; multiplied by

(y) the relevant Interest Rate in effect for that day; divided by

(z) 360 (or, in the case of pounds sterling, 365).

"Interest Period" means the period from (and including) the last Local Business Day on which an Interest Amount was transferred (or, if no Interest Amount has yet been transferred, the Local Business Day on which Eligible Credit Support or Equivalent Credit Support in the form of cash was transferred to or received by the Transferee) to (but excluding) the Local Business Day on which the current Interest Amount is transferred.

"Interest Rate" means, with respect to an Eligible Currency, the rate specified in Paragraph 11(f)(i) for that currency.

"Local Business Day", unless otherwise specified in Paragraph 11(h), means:

(i) in relation to a transfer of cash or other property (other than securities) under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment;

(ii) in relation to a transfer of securities under this Annex, a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose;

(iii) in relation to a valuation under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of location of the Valuation Agent and in the place(s) agreed between the parties for this purpose; and

(iv) in relation to any notice or other communication under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient.

"Minimum Transfer Amount" means, with respect to a party, the amount specified as such for that party in Paragraph 11(b)(iii)(C); if no amount is specified, zero.

"New Credit Support" has the meaning specified in Paragraph 3(c)(i).

"Notification Time" has the meaning specified in Paragraph 11(c)(iv).

"Recalculation Date" means the Valuation Date that gives rise to the dispute under Paragraph 4; provided, however, that if a subsequent Valuation Date occurs under Paragraph 2 prior to the resolution of the dispute, then the "Recalculation Date" means the most recent Valuation Date under Paragraph 2.

"Resolution Time" has the meaning specified in Paragraph 11(e)(i).

"Return Amount" has the meaning specified in Paragraph 2(b).

"Settlement Day" means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the next Local Business Day and (ii) with respect to a transfer of securities, the first Local Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the parties for delivery of such securities or, otherwise,

on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Local Business Day after such date on which it is reasonably practicable to deliver such securities).

"Threshold" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11(b)(iii)(B); if no amount is specified, zero.

"Transferee" means, in relation to each Valuation Date, the party in respect of which Exposure is a positive number and, in relation to a Credit Support Balance, the party which, subject to this Annex, owes such Credit Support Balance or, as the case may be, the Value of such Credit Support Balance to the other party.

"Transferor" means, in relation to a Transferee, the other party.

"Valuation Agent" has the meaning specified in Paragraph 11(c)(i).

"Valuation Date" means each date specified in or otherwise determined pursuant to Paragraph 11(c)(ii).

"Valuation Percentage" means, for any item of Eligible Credit Support, the percentage specified in Paragraph 11(b)(ii).

"Valuation Time" has the meaning specified in Paragraph 11(c)(iii).

"Value" means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 4 in the case of a dispute, with respect to:

(i) Eligible Credit Support comprised in a Credit Support Balance that is:

(1) an amount of cash, the Base Currency Equivalent of such amount multiplied by the applicable Valuation Percentage, if any; and

(2) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any; and

(ii) items that are comprised in a Credit Support Balance and are not Eligible Credit Support, zero.

Paragraph 11. Elections and Variables

(a) Base Currency and Eligible Currency.

(i) "Base Currency" means United States Dollars ("USD").

(ii) "Eligible Currency" means United States Dollars ("USD").

(b) Credit Support Obligations.

(i) Delivery Amount, Return Amount and Credit Support Amount.

(A) "Delivery Amount" has the meaning specified in Paragraph 2(a).

(B) "Return Amount" has the meaning specified in Paragraph 2(b).

(C) "Credit Support Amount" has the meaning specified in Paragraph 10.

(ii) Eligible Credit Support. The following items will qualify as "Eligible Credit Support" for Party B:

ISDA Collateral Asset Definition (ICAD) Code	**Valuation Percentage**
US-CASH	100%
HK-CASH	100%

(iii) Thresholds.

(A) "Independent Amount" means with respect to Party A: Zero.

"Independent Amount" means with respect to Party B: a sum to be agreed by Party A and Party B in USD (or its equivalent amount in USD on the exchange rate as of the date of payment), which is to be paid to Party A in a method decided by Party A. This sum will not be lower than the Minimum Transfer Amount with respect to Party B.

(B) "Threshold" means with respect to Party A: Zero. "Threshold" means with respect to Party B: Zero.

(C) "Minimum Transfer Amount" means with respect to Party A, infinity, and with respect to Party B, [USD2,000,000 (or its equivalent amount in USD)], provided that (i) if an Event of Default, a Potential Event of Default or an Additional Termination Event (where all Transactions are Affected Transactions) has occurred and is continuing with respect to a party, the Minimum Transfer Amount for Party B shall be zero, and (ii) if a Transferor's Credit Support Amount is zero, the Transferee's Minimum Transfer Amount shall be zero.

(D) Rounding. The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of USD100,000 (or its equivalent amount in USD), provided that if an Event of Default, a Potential Event of Default or an Additional Termination Event (where all Transactions are Affected Transactions) has occurred and is continuing with respect to a party, the Rounding for each party shall be zero.

(c) Valuation and Timing.

(i) "Valuation Agent" means DP.

(ii) "Valuation Date" means each Local Business Day.

(iii) "Valuation Time" means the close of business on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable, provided that the calculations of Value and Exposure will, as far as practicable, be made as of approximately the same time on the same date.

(iv) "Notification Time" means 1:00 p.m., Hong Kong time, on a Local Business Day.

(d) Dispute Resolution.

(i) "Resolution Time" means 1:00 p.m., Hong Kong time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.

(ii) Value. For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), any disputes in respect of the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be resolved as follows:

Cash: the Base Currency Equivalent of such amount.

(iii) Alternative. The provisions of Paragraph 4 will apply.

(e) Distributions and Interest Amount.

(i) Interest Rate. The "Interest Rate" is designated as 0.

(f) Addresses for Transfers.

Party A

Transfers at any time of any type of asset by Party B to Party A shall be made to the account or address (as appropriate) most recently notified for the purpose of this Annex by Party A to Party B in relation to such type of asset.

Party B

Transfers at any time of any type of asset by Party A to Party B shall be made to the account or address (as appropriate) most recently notified for the purpose of this Annex by Party B to Party A in relation to such type of asset.

(g) Other Provisions.

(i) Paragraph 6.

Paragraph 6 shall be deleted in its entirety and replaced with the following:

"Early Termination. If an Early Termination Date is designated or deemed to occur as a result of an Event of Default or a Termination Event where all Transactions are Affected Transactions in relation to the Counterparty, an amount equal to the value of the Transferor's Credit Support Balance will be deemed to be an Unpaid Amount due to the Transferor for purposes of Section 6(e). For the avoidance of doubt, the Close-out Amount determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero."

(ii) Final Returns. When there are no Transactions (except for the Transaction constituted by this Annex) outstanding between the parties and no amounts are or may become payable by the Transferor to the Transferee with respect to any obligations under the Agreement (except for any potential liability under Section 2(d) of the Agreement), the Transferee shall, upon demand by the Transferor, transfer to the Transferor Equivalent Credit Support having a Value as of the date of transfer as close as practicable to the entire Credit Support Balance after deducting any costs incurred by such transfer (for the avoidance of doubt, disregarding any Threshold, Minimum Transfer Amount or Rounding provisions). For the purposes of this provision, the Value of Equivalent Credit Support shall be determined on the basis that the Valuation Percentage applicable to each item of such Equivalent Credit Support is 100%.

(iii) Single Transferor and Single Transferee. Party A and Party B agree that the definitions of "Transferee" and "Transferor" in Paragraph 10 of this Annex shall be deleted in their entirety and replaced with the following in lieu thereof:

'"Transferor" means Party B; and "Transferee" means Party A, and, for the avoidance of doubt, only Party B will be required to make transfers of Delivery Amounts under the Annex."

Annex 2 to the ISDA Master Agreement

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA 2002 Master Agreement

the Company and Client

("Party A") ("Party B")

This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 11 and the other provisions of this Annex, Paragraph 11 will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

Paragraph 2. Credit Support Obligations

(a) Delivery Amount. Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 11(b)(iii)(D)). Unless otherwise specified in Paragraph 11(b), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount exceeds

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

(b) Return Amount. Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 11(b)(iii)(D)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in Paragraph 11(b), the "Return Amount" 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 (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds

(ii) the Credit Support Amount.

Paragraph 3. Transfers, Calculations and Exchanges

(a) Transfers. All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to Paragraph 4 and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) Calculations. All calculations of Value and Exposure for purposes of Paragraphs 2 and 4(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of Paragraph 4(a), following the date of calculation).

(c) Exchanges.

(i) Unless otherwise specified in Paragraph 11, the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will

be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which the Transferee receives the New Credit Support, unless otherwise specified in Paragraph 11(d) (the "Exchange Date"); provided that the Transferee will only be obliged to transfer Equivalent Credit Support with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the New Credit Support as of that date.

Paragraph 4. Dispute Resolution

(a) Disputed Calculations or Valuations. If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under Paragraph 2 or, in the case of (II) above, the date of transfer;

Annex 3: Share Swap and Share Basket Swap Master Confirmation Agreement

Share Swap and Share Basket Swap Master Confirmation Agreement

The purpose of this Share Swap and Share Basket Swap Master Confirmation Agreement (this "Master Confirmation Agreement") is entered between the Company ("Party A" or "DP") and Client ("Party B" or "Counterparty") to confirm certain general terms and conditions of the Share Swap and/or Share Basket Swap Transactions (each, a "Transaction") to be entered into between us from time to time and to facilitate the process of entering into and confirming such Transactions.

The parties intend that each Transaction shall be a separate Transaction for the purposes of the Master Agreement referred to below. The confirmation applicable to each Transaction, which shall constitute a "Confirmation" for purposes of the Master Agreement, shall consist of this Master Confirmation Agreement as supplemented by the trade details applicable to such Transaction as set forth in a Transaction Supplement which may be in the form of Annex 2 (Transaction Supplement for Share Swaps) or Annex 3 (Transaction Supplement for Share Basket Swaps) attached hereto or in a different form to which the parties agree, or any amendment to any of the foregoing (each, a "Transaction Supplement"). All provisions contained in this Master Confirmation Agreement govern each Confirmation except as expressly modified in a Transaction Supplement. Notwithstanding the foregoing, the parties acknowledge and agree that the execution of this Master Confirmation Agreement does not require them to document Transactions in accordance with this Master Confirmation Agreement.

This Master Confirmation Agreement, together with any Transaction Supplement, supplements, forms a part of, and is subject to, an ISDA 2002 Master Agreement (the "Master Agreement") as amended and supplemented from time to time, between DP and Counterparty and the ISDA 1995 Credit Support Annex (English law) between DP and Counterparty (together with the Master Agreement, the "Agreement"). All provisions contained in the Master Agreement govern this Master Confirmation Agreement except as expressly modified below. A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (as amended from time to time, the "Equity Definitions") and the 2006 ISDA Definitions (as amended from time to time, the "2006 Definitions"), each as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), are incorporated into this Master Confirmation Agreement. If in relation to any Transaction there is any inconsistency in terms or definitions, the following will prevail for purposes of such Transaction in the order of precedence indicated:

(i) the Transaction Supplement; (ii) this Master Confirmation Agreement; (iii) the Equity Definitions; (iv) the 2006 Definitions; and (v) the Master Agreement.

The general terms of each Share Swap Transaction and Share Basket Swap Transaction to which this Master Confirmation Agreement relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Trade Date: As specified in the Transaction Supplement.

Effective Date: As specified in the Transaction Supplement.

Termination Date: The final Cash Settlement Payment Date or, if later, the final Dividend Payment Date, unless otherwise specified in the Transaction Supplement.

Shares: In the case of a Share Swap Transaction, as specified in the Transaction Supplement.

In the case of a Share Basket Swap Transaction, as specified in the Share Schedule Addendum to the Transaction Supplement.

Basket: In the case of a Share Basket Swap Transaction, as specified in the Transaction Supplement.

Exchange: As specified in the Transaction Supplement.

Related Exchange(s): All Exchanges.

Hedging Party: Party A.

Hypothetical Broker Dealer: A hypothetical broker dealer subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations as apply to the Hedging Party or any Affiliate(s) designated by it.

Equity Amounts:

Equity Amount Payer: As specified in the Transaction Supplement.

Number of Shares: As specified in the Transaction Supplement, as reduced in accordance with the provisions regarding partial early termination of the Transaction below.

Number of Baskets: In the case of a Share Basket Swap Transaction, as specified in the Transaction Supplement, and as reduced in accordance with the provisions regarding partial early termination of the Transaction below.

Equity Notional Amount: On any day:

(a) in respect of a Share Transaction, an amount equal to the product of the Number of Shares and the Initial Price; and

(b) in respect of a Share Basket Transaction, the sum of the values for each Share in the Basket as the product of the Initial Price of each Share and the relevant Number of Shares comprised in the Basket, multiplied by the Number of Baskets, in each case unless otherwise specified in the Transaction Supplement.

Type of Return: Total Return, unless otherwise specified in the Transaction Supplement.

Initial Price: As specified in the Transaction Supplement.

Final Price:

(a) in respect of a Share Swap Transaction, the effective price per Share equal to the volume weighted average price that would be realised by a Hypothetical Broker Dealer, acting in a commercially reasonable manner, in terminating or liquidating Applicable Hedge Positions on the Valuation Date or during the Final Execution Period (if the Calculation Agent determines that it would be necessary for a Hypothetical Broker Dealer to terminate or liquidate the entirety of its Applicable Hedge Positions during such Final Execution Period, rather than on the Valuation Date only, in order to achieve such termination or liquidation in a commercially reasonable manner), as adjusted to account for any Transaction Cost, or any other costs, commissions or other fees that may be separately agreed between the parties from time to time and any Transaction Taxes, and converted, if applicable, in accordance with the FX Provisions; and

(b) in respect of a Share Basket Transaction, an amount for the Basket equal to the sum of the values for the Shares of each Issuer as the product of (i) the effective price per Share as determined

pursuant to paragraph (a) above; and (ii) the relevant Number of Shares comprised in the Basket, in each case as determined by the Hedging Party in its sole discretion and notified by the Hedge Party to Counterparty in writing.

For the purposes of this Master Confirmation Agreement:

“Applicable Hedge Positions” means, at any time, Hedge Positions that the Hedging Party determines that a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would consider necessary to hedge the equity price risk and dividend risk of entering into and performing its obligations with respect to the relevant Transaction (or the relevant portion of the Transaction) at that time.

“Final Execution Period” means the period from (and including) the Valuation Date to (and including) the earliest date by which a Hypothetical Broker Dealer could terminate or liquidate the entirety of its Applicable Hedge Positions in a commercially reasonable manner (such later date, the “Final Execution End Date”). For the avoidance of doubt, upon the occurrence of any event as provided under the Additional Termination Events section, “Final Execution Period” shall mean the period from (and including) the date by which a Hypothetical Broker Dealer determines, after the occurrence of the relevant event and in a commercially reasonable manner, that it would be necessary to terminate or liquidate its Applicable Hedge Positions to (and including) the earliest date by which a Hypothetical Broker Dealer could terminate or liquidate the entirety of its Applicable Hedge Positions in a commercially reasonable manner (such later date, the “Final Execution End Date”).

Valuation Time: In respect of the Valuation Date or each day in the Final Execution Period, as the case may be, the Valuation Time shall be each of the times at which a Hypothetical Broker Dealer, acting in good faith and in a commercially reasonable manner, would terminate or liquidate Applicable Hedge Positions for the purpose of determining the relevant Final Price (as determined by the Calculation Agent).

Valuation Date: As specified in the Transaction Supplement.

Initial Exchange Amount payable by Party B:

Party B Initial Exchange Amount: As specified in the Transaction Supplement.

Party B Initial Exchange Date: As specified in the Transaction Supplement.

Final Exchange Amount payable by Party A:

Party A Final Exchange Amount: An amount equal to the Party B Initial Exchange Amount.

Party A Final Exchange Date: Termination Date, without regard to the reference to “the Final Dividend Payment Date” therein.

Floating Amounts: If “Floating Amounts” is specified as applicable in the Transaction Supplement, the following provision shall apply. Floating Amount Payer: The party who is not the Equity Amount Payer.

Floating Amount Payer Notional Amount: An amount equal to the Equity Notional Amount, unless otherwise specified in the Transaction Supplement.

Floating Amount Payer Payment Date(s): As specified in the Transaction Supplement.

Floating Amount Payer Business Day Convention: Modified Following, unless otherwise specified in the Transaction Supplement.

Floating Rate Option: As specified in the Transaction Supplement.

Designated Maturity: As specified in the Transaction Supplement.

Spread: As specified in the Transaction Supplement.

Linear Interpolation: Applicable to any Calculation Period that is longer or shorter than the Designated Maturity, unless otherwise specified in the Transaction Supplement.

Floating Day Count Fraction:

(a) If the Floating Rate Option specified as the applicable Floating Rate Option is listed in Section 6.2(g) of the 2006 Definitions, the Day Count Fraction indicated for that Floating Rate Option in Section 6.2(g) of the 2006 Definitions.

(b) In all other cases, if a Floating Rate Option defined in Section 7.1 (Rate Options) of the 2006 Definitions is specified as the applicable Floating Rate Option, "Actual/365".

Reset Date(s): As specified in the Transaction Supplement.

Fixed Amounts: If "Fixed Amounts" specified as applicable in the Transaction Supplement, the following provision shall apply. Fixed Rate Payer: The party who is not the Equity Amount Payer.

Notional Amount: An amount equal to the Equity Notional Amount minus the Party B Initial Exchange Amount, unless otherwise specified in the Transaction Supplement.

Fixed Rate Payer Payment Date(s): As specified in the Transaction Supplement

Fixed Rate: As specified in the Transaction Supplement.

Fixed Rate Day Count Fraction: As specified in the Transaction Supplement.

Settlement Terms:

Cash Settlement: Applicable.

Settlement Currency: As specified in the Transaction Supplement.

Cash Settlement Payment Date(s): The date that is one Settlement Cycle, or such number of Currency Business Days as specified in the Transaction Supplement, following the Valuation Date or, if later, the Final Execution End Date; provided that if, in each case, that date is not a Currency Business Day, the next following Currency Business Day.

FX Provisions: If, with respect to a Transaction, the currency in which any Dividend Amount or Final Price is calculated or determined is different from the Settlement Currency, the Calculation Agent shall determine the value of that amount or price in the Settlement Currency, taking into consideration all available information that it considers relevant, which information shall include the rate(s) of exchange which it determines would apply if that amount or price were converted into the Settlement Currency by a Hypothetical Broker Dealer acting in a commercially reasonable manner.

Dividends (the following provisions shall apply unless the Type of Return is not Total Return):

Payment of Dividend Amount: On each Dividend Payment Date, the Equity Amount Payer will pay to the Equity Amount Receiver the Dividend Amount or such smaller amount as the Equity Amount Payer actually receives on that Dividend Payment Date.

Dividend Period: Second Period, provided that for the purposes of determining the Second Period in respect of the final Dividend Period, the Valuation Date in respect of a particular portion of the Applicable Hedge Positions shall be deemed to be such date or dates on which such portion would be terminated or liquidated by a Hypothetical Broker Dealer 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, the product of (i) the Ex Amount (minus any tax (including, without limitation, any transfer or registration stamp duties or taxes, capital gains taxes, withholding taxes or similar taxes, to other extent applicable), fees (including, without limitation, any brokerage commissions, stock exchange or clearing system charges, levies or other similar charges) and any other transaction costs that may be applicable to the payment of Dividend Amount by the Issuer to the Hypothetical Broker Dealer), and (ii) the Number of Shares (or, in the case of a Share Basket Swap Transaction, the relevant Number of Shares multiplied by the Number of Baskets), converted, if applicable, in accordance with the FX Provisions.

Dividend Payment Date(s): Means, in respect of a Dividend Amount, the date falling on or before the date that is four Currency Business Days following the day on which the Issuer of the Shares pays the relevant dividend to holders of record of the Shares.

Dividend Percentage: As specified in the Transaction Supplement, subject to any adjustments determined by the Calculation Agent in a commercially reasonable manner to take into account any increase or decrease of Transaction Costs and/or Transaction Taxes. 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 Transaction Taxes by the relevant taxing authority.

Re-investment of Dividends: Not Applicable.

Dividend Recovery: If (i) the amount actually paid or delivered by the Issuer to holders of record of the Shares in respect of any gross cash dividend declared by the Issuer to holders of record of the Shares (a “Declared Dividend”) is not equal to that Declared Dividend (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, taking into account the implication of the applicable Dividend Percentage;

(b) the date that repayment should be made or the effective date of such adjustment, as applicable; and

(c) any interest payable on any 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 provisions of this section (Dividend Recovery) shall apply and remain in full force and effect even if the Termination Date has occurred.

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 Transaction Taxes in connection with such Potential Adjustment Event and the applicable Dividend Percentage.

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: Calculation Agent Adjustment.

Share-for-Other: Calculation Agent Adjustment.

Share-for-Combined: Calculation Agent Adjustment.

Merger Event Date: Section 12.1(b) of the Equity Definitions shall be amended by replacing the words "Merger Date" in the fourth last line thereof with the words "Merger Event Date".

Sections 12.2(b) and 12.2(e) of the Equity Definitions shall be amended by replacing the words "Merger Date" each time they appear with the words "Merger Event Date".

"Merger Event Date" means, in respect of a Merger Event, the date of the occurrence of such Merger Event, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Tender Offer: Applicable.

Consequences of Tender Offers: Share-for-Share: Calculation Agent Adjustment.

Share-for-Other: Calculation Agent Adjustment.

Share-for-Combined: Calculation Agent Adjustment.

Tender Offer Date: Sections 12.3(a) and 12.3(d) of the Equity Definitions shall be amended by replacing the words

"Tender Offer Date" each time they appear with the words "Tender Offer Event Date".

"Tender Offer Event Date" means, in respect of a Tender Offer, the date of the occurrence of such Tender Offer, which shall be deemed to be the Announcement Date or such other date as the Calculation Agent determines is commercially reasonable in the circumstances.

Composition of Combined Consideration: Not Applicable.

Nationalisation, Insolvency or Delisting: Cancellation and Payment, or in respect of a Share Basket Swap Transaction, Partial Cancellation and Payment.

Additional Disruption Events:

Change in Law: Applicable.

Insofar as it relates to a Transaction to which this Master Confirmation Agreement relates, Section 12.9(a)(ii) of the Equity Definitions is replaced with the following:

"(ii) "Change in Law" means that, on or after the Trade Date of a 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 that it will, or there is a substantial likelihood that it will, within the next 30 calendar days become, or it has become, illegal for a party to the Transaction to hold, acquire or dispose of Hedge Positions relating to the Transaction. However, this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."

Insolvency Filing: Applicable, provided that the definition of "Insolvency Filing" in Section 12.9 of the Equity Definitions shall be amended by deleting the words "provided that such proceedings instituted

or petitions presented by creditors and not consented to by the issuer shall not be deemed an Insolvency Filing" at the end of such definition and replacing them with the following:

"; or it has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by a creditor and such proceeding is not dismissed, discharged, stayed or restrained in each case within fifteen (15) days of the institution or presentation thereof.".

Hedging Disruption: Applicable, provided that:

(a) Section 12.9(b)(iii) of the Equity Definitions shall be amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption"; and

(b) Section 12.9(a)(v) of the Equity Definitions is replaced with the following:

"(v) "Hedging Disruption" means that the Hedging Party is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets (including, without limitation, stock loans and other transactions that can be used to create a long or short exposure to the Shares) that hedge, in a commercially reasonable manner, based on prevailing circumstances applicable to the Hedging Party, the equity price risk and dividend risk of entering into and performing its obligations with respect to the Transaction (any such transactions or assets, a "Hedging Party Hedge") or (B) realise, recover or remit the proceeds of a Hedging Party Hedge. However, any such inability that occurs solely due to the deterioration of the creditworthiness of the Hedging Party shall not be a Hedging Disruption."

Increased Cost of Hedging: Applicable, provided that Section 12.9(a)(vi) of the Equity Definitions is replaced with the following:

"(vi) "Increased Cost of Hedging" means that the Hedging Party would 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) realise, recover or remit the proceeds of the 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 an Increased Cost of Hedging."

Qualified Investor Disruption: For any Transaction for which "Foreign Qualified Investor" is specified as applicable in the relevant Transaction Supplement, the following provisions shall apply:

A Hedging Disruption shall be deemed to have occurred if either of the following events occurs (or, in the determination of the DP, such event will occur within 30 calendar days following the date of determination but prior to the Termination Date):

(a) the cessation, suspension or modification in a material manner of the conditions, for any reason, of the foreign qualified investor status of DP and/or its Affiliate or, as determined by DP, there has been (or there will be) a material change in the scheme for investment in domestic securities in the PRC by a QFI; or

(b) on or after the Trade Date due to any action (an "Action") taken by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) against any QFI in respect of its duties and obligations as a QFI, DP is of the opinion that there has been a material increase in regulatory risk in connection with maintaining, entering into or unwinding any Hedge Positions.

Determining Party: DP (for all Extraordinary Events).

Partial Termination for Baskets: Notwithstanding Section 12.9(b) of the Equity Definitions, if the relevant Transaction is a Share Basket Swap Transaction, the consequence associated with each Additional Disruption Event is hereby amended such that the right to terminate the Transaction is limited to that portion of the Transaction represented by Shares affected by the relevant Additional Disruption Event and, if any such right to partially terminate is exercised, (a) the Cancellation Amount will be calculated with respect solely to the terminated portion, (b) the remainder of the Transaction will continue with the Basket comprising Shares that are not affected by the relevant Additional Disruption Event, and (c) the Calculation Agent will adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Transaction for the remaining Basket.

Cancellation Amount: Insofar as they apply to a Transaction to which this Master Confirmation Agreement relates, Sections 12.7 and 12.8 of the Equity Definitions are replaced with the following:

"Section 12.7. Payment upon Certain Extraordinary Events.

If, in respect of an Extraordinary Event, "Cancellation and Payment" applies or is deemed to apply to the Transaction (or part of it), then an amount shall be paid by one party to the other, determined as provided in Section 12.8. Such payment shall be made not later than three Currency Business Days following the date that notice of the determination by the Calculation Agent of such amount and the party by which it is payable is effective. Such notice shall be provided promptly following the determination.

Section 12.8. Cancellation Amount.

"Cancellation Amount" means the amount that would be payable by one party to the other, determined by the Calculation Agent as being an amount equal to (a) the sum of the Equity Amount, the Final Exchange Amount, any accrued but unpaid Dividend Amount(s) and any Cash Collateral Balance, less (b) any accrued but unpaid Floating Amounts or Fixed Amounts (as applicable) and, (if applicable) any Break Funding Cost incurred by DP, Delayed Performance Interest, Recovery Service Fee and any other amounts payable by Party B to DP but remain unpaid, on the basis that:

(i) subject to (ii) below, the first day on which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would terminate or liquidate any Applicable Hedge Positions (or the relevant part of them) as a result of the termination, or the cancellation, of the Transaction (or the relevant part of it), as determined by the Calculation Agent, is the Valuation Date and the final day of the final Dividend Period in respect of the Transaction (or, as the case may be, the part of it that has been terminated or cancelled); and

(ii) if the Transaction is not terminated or cancelled in full, then the Number of Shares (or, for a Share Basket Swap Transaction, the Number of Baskets) for the purposes of determining the Cancellation Amount shall equal the number of Shares or Baskets in respect of which the Transaction is terminated or is cancelled and the Transaction shall continue unaffected by the partial termination or cancellation, but only in relation to a Number of Shares (or, for a Share Basket Swap Transaction, the Number of Baskets) equal to (a) the Number of Shares (or, for a Share Basket Swap Transaction, the Number of

Baskets) immediately prior to the partial termination or cancellation less (b) the number of Shares or Baskets in respect of which the Transaction is terminated or cancelled.

For the purposes of this Section 12.8, the definition of Applicable Hedge Positions shall be amended by the addition of the following at the end thereof:

"(or, in relation to the determination of any partial Cancellation Amount, a pro rata portion of such Hedge Positions)."

Close-out Amount: Notwithstanding anything to the contrary in the Agreement or this Master Confirmation Agreement, with respect to a Transaction to which this Master Confirmation Agreement relates, and to the extent such method of determination is permitted by applicable laws or regulations, Close-out Amount with respect to such terminated Transaction shall mean the amount that would be payable by one party to the other, determined by the Calculation Agent as being an amount equal to (a) the sum of the Equity Amount, the Final Exchange Amount, any accrued but unpaid Dividend Amount(s) and any Cash Collateral Balance, less (b) any accrued but unpaid Floating Amounts or Fixed Amounts (as applicable) and (if applicable) any Break Funding Cost incurred by DP, Delayed Performance Interest, Recovery Service Fee and any other amounts payable by Party B to DP but remain unpaid, provided that, the first day on which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would terminate or liquidate any Applicable Hedge Positions (or the relevant part of them) as a result of the termination of the Transaction, as determined by the Calculation Agent, is the Valuation Date and the final day of the final Dividend Period in respect of the Transaction.

Limited recourse The Parties acknowledge and agree that to the extent DP (or its Affiliates) enters into swaps, forwards, options or futures or other derivatives transaction(s) ("Hedge Transaction") with any party in any jurisdiction ("Hedge Counterparty") as Applicable Hedge Positions to hedge its obligations under this Transaction and the Hedge Counterparty for such transactions fails or delays for any reason (including a default by the local exchange or clearinghouse, a change in laws, rules or regulations applicable to the holding of the relevant securities, options or futures contracts) to make any payment or delivery with respect to a Hedge Transaction, then DP's obligation to pay any amounts due hereunder shall be reduced and/or delayed accordingly.

Without prejudice to the paragraph above, the Parties acknowledge and agree that DP (directly or via its Affiliates) may hedge its exposures under the Transactions (a) with one or more Hedge Counterparties and (b) together with its exposures under similar transactions ("Other Client Transactions") with other counterparties ("Other Clients") on a portfolio basis (the hedging transactions for the Transactions hereunder and Other Client Transactions, the "Client Hedge Transactions") and therefore such Client Hedge Transaction(s) may not be allocated to or is otherwise associated with any particular Transaction(s). For the avoidance of doubt, if any Hedge Counterparty fails or delays for any reason (including a default by the local exchange or clearinghouse, a change in laws, rules or regulations applicable to the holding of the relevant securities, options or futures contracts) to make any payment or delivery with respect to a Client Hedge Transaction, then DP's obligation to pay any amounts due hereunder shall be reduced and/or delayed accordingly regardless of whether such Client Hedge Transaction may have been allocated to or is otherwise associated with any Transactions hereunder, provided that when determining the amounts or other obligations to be reduced or delayed under any Transactions hereunder, DP shall make such determination in good faith and in accordance with its internal policies and shall, to the extent applicable, treat the Counterparty and Other Clients in a fair manner.

Non-Reliance: Applicable.

Agreements and Acknowledgements Regarding Hedging Activities: Applicable.

Additional Acknowledgements: Applicable.

Optional Early Termination:

The following optional early termination provisions will apply to the Non-Hedging Party and will apply to the Hedging Party (each, an "OET Electing Party"):

(i) an OET Electing Party may elect to terminate the Transaction in whole or in part on any Scheduled Trading Day prior to the Valuation Date by giving the other party notice orally or in writing (a "Termination Notice") specifying the number of Shares (or number of Baskets) in respect of which it wishes to terminate the Transaction (the "Terminated Number of Shares" or "Terminated Number of Baskets") and the proposed early termination date. The Optional Early Termination Date shall be the first day falling on or after such proposed early termination date on which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would terminate or liquidate the Applicable Hedge Positions (as determined by the Calculation Agent) and the Calculation Agent shall notify the parties of such Optional Early Termination Date as soon as reasonably practicable.

(ii) If a Termination Notice is given, subject to paragraphs (iii) and (iv) below, the Final Exchange Amount, the Equity Amount, the Floating Amount or Fixed Amount (as applicable and if any) and the Dividend Amount shall be as provided herein but on the basis that the Optional Early Termination Date is deemed to be the Valuation Date and the final day of the final Dividend Period and, if the Terminated Number of Shares or Terminated Number of Baskets is less than the Number of Shares or Number of Baskets (as the case may be), on the basis that references herein to the "Number of Shares", or, for a Share Basket Swap Transaction, the "Number of Baskets", are deemed to be references to the Terminated Number of Shares or Terminated Number of Baskets and the definition of "Applicable Hedge Positions" is deemed to be amended by the addition of the phrase "(or in relation to partial optional early termination) a pro rata portion of such Hedge Positions" at the end thereof.

(iii) If a Termination Notice is given in respect of which the Terminated Number of Shares or Terminated Number of Baskets is less than the Number of Shares, or, for a Share Basket Swap Transaction, the Number of Baskets, the Transaction shall continue in effect, but only in relation to a Number of Shares or Number of Baskets equal to (a) the Number of Shares or Number of Baskets immediately prior to the Optional Early Termination Date less (b) the Terminated Number of Shares or Terminated Number of Baskets (as the case may be).

(iv) The Floating Amount or Fixed Amount (as applicable and if any) shall be adjusted to account for any Break Funding Costs of the Hedging Party, as determined by the Calculation Agent.

Notice and Account Details:

As specified in the Master Confirmation Agreement:

Contact Details for Notices:

DP: support@dooprime.com

Counterparty: [as provided by Client]

Payment Instructions:

DP: As specified in the Transaction Supplement.

Counterparty: As specified in the Transaction Supplement.

Calculation Agent: DP. The Calculation Agent is responsible for making all determinations under each Transaction that are not expressed to be the responsibility of an identified party.

China Connect: For any Transaction for which "China Connect" is specified as applicable in the relevant Transaction Supplement, the following provisions shall apply:

Additional Provisions for Shares traded through the China Connect Service as published by ISDA on 14 October 2014 (available on ISDA's website through the link below: https://www.isda.org/book/additional-provisions-for- shares-traded-through-the-china-connect-service/) are incorporated into and apply to this Master Confirmation Agreement.

For the purpose of the Additional Provisions for Shares traded through the China Connect Service: China Connect Share Disqualification: Hedging Party.

China Connect Service Termination: Hedging Party.

Notwithstanding anything to the contrary in this Master Confirmation Agreement, a Hedging Disruption shall be deemed to have occurred with respect to a Transaction if, in circumstances where a shareholding limit under applicable laws is or may be breached or exceeded, The Stock Exchange of Hong Kong Limited imposes a forced sale of any Hedge Positions.

Additional Provisions: Voting Rights: Notwithstanding any provision of the Equity Definitions, Counterparty shall not acquire any right to vote or to give any consent with respect to any Shares by virtue of any Transaction. Without limiting the generality of the foregoing, Counterparty shall not be entitled pursuant to any Transaction, whether directly or indirectly, to vote or direct the voting of, or to give or direct the giving of any consent with respect to, any Shares (including any Shares held by or on behalf of DP as a hedge for the Transaction), and the parties agree that DP shall not take any such directions or instructions from Counterparty, or any of its officers, directors, employees, agents or representatives (as applicable), as to such voting or consent.

Additional Termination Events:

Each of the following events will be an Additional Termination Event with respect to the relevant Transaction under this Master Confirmation Agreement and Counterparty shall be the sole Affected Party and the relevant Transaction (or the relevant portion of the Transaction) will be the Affected Transaction:

(a) Any failure by the Issuer to pay any amount (including cash collateral, interest payment or financing amount) exceeding the threshold amount of USD [20,000,000] and such failure to pay is not remedied within [thirty (30)] calendar days.

(b) The Issuer disposes any of its core business activities (whether in whole or a material part thereof), provided that an early termination will only be triggered on or after [ninety (90)] days following such disposal by the Issuer of its core business activities.

(c) A Disrupted Day has occurred in respect of the Shares for at least three (3) consecutive Scheduled Trading Days.

(d) [An Issuer Change of Control. For the purpose of this sub-paragraph, "Issuer Change of Control" means the actual controller of the Issuer as of the Trade Date:

(i) ceases to control the Issuer, where "control" means the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise; or

(ii) disposes of a material portion of his direct or indirect holdings in the Issuer which results in him ceasing to be the largest shareholder of the Issuer after such disposal.]

(e) The Closing Price of the Shares has dropped by [10%] or more from such Closing Price on the immediately previous Scheduled Trading Day for three (3) consecutive Scheduled Trading Days.

"Closing Price" means, in respect of a Scheduled Trading Day, the official closing price per Share published by the Exchange for that Scheduled Trading Day, provided that if such Scheduled Trading Day is a Disrupted Day, then the Calculation Agent may determine its good faith estimate of the price per Share on that Disrupted Day (and the amount so determined shall be the Closing Price for that day).

(f) Any other situation that may require termination of the relevant Transaction, as determined by DP in good faith and in a commercially reasonable manner.

Without prejudice to other rights and available remedies DP may have under law and this Agreement and notwithstanding any other provisions to the contrary in the Agreement, DP, without any prior notice to Counterparty, may determine in its sole discretion to (x) terminate or liquidate Applicable Hedge Positions in part or in full; and (y) terminate relevant Transaction in part or as a whole.

If DP elects to terminate the Transaction in whole or in part in accordance with the provisions of this "Additional Termination Events":

(i) DP shall (after taking into account of the date of actual liquidation of the relevant positions) determine, in good faith and in a commercially reasonable manner, the early termination date of the relevant Transaction or the relevant portion of the Transaction ("Additional Early Termination Date"), and (in the case of partial termination) the number of Shares (or number of Baskets) in respect of which it wishes to terminate the Transaction (the "Additional Early Terminated Number of Shares" or "Additional Early Terminated Number of Baskets"). DP shall notify Party B as soon as reasonably practicable after its determination.

(ii) Subject to paragraphs (iii) and (iv) below, the Final Exchange Amount, the Equity Amount, the Fixed Amount and the Dividend Amount shall be determined pursuant to the terms of this Master Confirmation Agreement, provided that the Additional Early Termination Date shall be deemed to be the final day of the final Dividend Period and, if the Additional Early Terminated Number of Shares or Additional Early Terminated Number of Baskets is less than the Number of Shares or Number of Baskets (as the case may be), references herein to the "Number of Shares", or, for a Share Basket Swap Transaction, the "Number of Baskets", shall be deemed to be references to the Additional Early Terminated Number of Shares or Additional Early Terminated Number of Baskets and the definition of "Applicable Hedge Positions" is deemed to be amended by the addition of the phrase "(or in relation to partial early termination) a pro rata portion of such Hedge Positions" at the end thereof.

(iii) If the Additional Early Terminated Number of Shares or Additional Early Terminated Number of Baskets is less than the Number of Shares, or, for a Share Basket Swap Transaction, the Number of Baskets, the Transaction shall continue in effect, but only in relation to a Number of Shares or Number of Baskets equal to (a) the Number of Shares or Number of Baskets immediately prior to the Additional Early Termination Date less (b) the Additional Early Terminated Number of Shares or Additional Early Terminated Number of Baskets (as the case may be).

(iv) The Fixed Amount shall be adjusted to account for any Break Funding Costs of the Hedging Party, as determined by the Calculation Agent.

Delayed Performance Interest

Party B shall pay to DP the default interest in relation to any amounts due and payable but not paid under this Agreement (the "Delayed Performance Interest"). The calculation period of the Delayed Performance Interest with respect to the relevant amount is the date from (and including) the due date to (and including) the date on which such amount is fully paid. During the Calculation Period the Delayed Performance Interest is calculated in accordance with the Default Rate.

The definition of Default Rate in the Master Agreement shall be replaced with the following definition:

Default Rate is 12%, and in the case that it is higher than the rate permitted by the applicable law, Default Rate shall be the highest rate as permitted by the applicable law.

In the event of a conflict between the provisions of this "Delayed Performance Interest" section and any provisions of the Master Agreement regarding "Default Rate", this section shall prevail.

Additional representations, warranties and undertakings by Party B:

In addition to the relevant representations, warranties and undertakings set out in Annex 4 (Representations and Warranties in connection with Shares other than China Connect Shares) and Annex 5 (Representations and Warranties in connection with China Connect Shares), in connection with any Transaction entered into under this Master Confirmation Agreement and as part of the terms of the Transaction constituted by the relevant Confirmation, Counterparty also represents and warrants to DP as of the Trade Date, the Effective Date and each day on which Termination Notice is delivered and payment is made by Counterparty that:

(a) at the time of entering into the Transaction, it has no intention to make a general offer for the Shares of the Issuer at any time prior to the Termination Date;

(b) it has fully disclosed to DP its reasons and objectives for entering into the Transaction, and these constitute and constituted a genuine and legitimate business and commercial purpose which is in its best commercial interest;

(c) it is [entering and has entered into the Transaction in the ordinary course of its business and is][1] not entering and has not entered into the Transaction as a wager or bet;

(d) it has taken independent legal advice with regard to the Transaction and to the warranties, representations and undertakings made herein and its obligations under all applicable laws and regulations in connection with the Transaction;

(e) [other than Transactions under this Agreement, Counterparty shall not, and shall ensure that [no shareholder nor any of their respective Affiliates shall,][2] / [none of its Affiliates shall,][3] prior to the amounts payable by Counterparty under the outstanding Transactions under this Master Confirmation Agreement being paid in full, enter into Equity Financing relating to the Shares without DP's prior written consent;][4]

[1] To include this sentence only if counterparty is a corporate.
[2] To include this sentence only if counterparty is a corporate.
[3] To include this sentence only if counterparty is a natural person
[4] Whether to include this restriction over other "Equity Financing" activities of Party B is a commercial decision and this clause is not a must-have from legal perspective.

(f) [notwithstanding any other provision of the Agreement, Counterparty shall not trade, carry on any business, own any assets (other than Shares) or incur any liabilities except for any liabilities under this Agreement and professional fees and administration costs in the ordinary course of business of an investment or holding company without the prior written consent of DP;][5] and

(g) [its board of directors (or, if not applicable, the equivalent governing body) has approved its entry into of the Transaction and the performance by it of its obligations under the Transaction.][6]

For the purpose of Sections 3 and 5(a)(iv) of the Agreement, each of the above representations and (to the extent applicable) each of the representations set out in Annex 4 (Representations and Warranties in connection with Shares other than China Connect Shares) and Annex 5 (Representations and Warranties in connection with China Connect Shares) constitutes an Additional Representation (as defined in the Agreement).

Additional definitions and interpretation:

In this Master Confirmation Agreement:

"Blocking Event" means, in respect of any day, any of the following events:

(a) a Margin Call:

(i) is capable of being made pursuant to Credit Support Provisions above; or

(ii) has been made pursuant to Credit Support Provisions above but the required Margin Call Amount has not been transferred in accordance with that provision; and

(b) a Potential Event of Default or Event of Default or (if applicable) an Additional Termination Event under this Agreement has occurred and is continuing with respect to Counterparty.

"Break Funding Cost" means, unless otherwise agreed by Parties, in relation to a Transaction, the difference between (a) assuming the Transaction was not early terminated, Fixed Amount payable by Party B calculated on the basis of the scheduled Termination Date, and (b) in the event of an early termination, Fixed Amount payable by Party B calculated on the basis of the Early Termination Date.

"Cash" means cash denominated in the Settlement Currency and USD and USD.

"Equity Financing" means any margin loan, equity derivative, exchangeable or convertible debt, stock loan, repo or other similar equity-related financing, investment, hedging or monetisation transaction in respect of or relating to the Shares or instruments referencing the Shares or the Issuer.

"Foreign Qualified Investor" means a QFII.

"QFII" means Qualified Foreign Institutional Investor (合格境外机构投资者), an entity outside the PRC which meets the requirements of the measures regarding the regulation of qualified foreign institution investors' investment in domestic securities and is approved by the China Securities Regulatory Commission to invest in Chinese securities markets.

"Transaction Costs" means, in relation to any Share in respect of which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, could establish Hedge Positions in respect of the Transaction, any brokerage commissions, stock exchange or clearing system charges, levies or other similar charges that would be incurred by such Hypothetical Broker Dealer in connection with its

[5] To include this representation only if counterparty is a SPV.
[6] To include this representation only if counterparty is a corporate.

acquisition, holding, disposal, liquidation or realisation of such Shares, as determined by the Hedging Party in good faith and in a commercially reasonable manner.

“Transaction Taxes” means, in relation to any Share in respect of which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, could establish Hedge Positions in respect of the Transaction, any transfer or registration stamp duties or taxes, capital gains taxes, withholding taxes or similar taxes but excluding any tax on net income or similar taxes, that would be incurred by such Hypothetical Broker Dealer in connection with, or as a consequence of, the acquisition, holding, disposal, liquidation or realisation of any such Shares, as determined by the Hedging Party in good faith and in a commercially reasonable manner.

UNDERTAKINGS IN CONNECTION WITH THE TRANSATION SUPPLEMENT

In connection with any Transaction entered into under this Master Confirmation Agreement, the parties hereby agree the following:

Each Transaction Supplement shall be sent by DP to the Counterparty on a daily basis via electronic means and shall contain the trade details (to the extent available) of one or more Transactions that have been entered into from the date on which the last Transaction as recorded in the immediately preceding Transaction Supplement was entered into, to the date on which such Transaction Supplement is sent. Party B hereby consents to such an arrangement for the provision of the Transaction Supplement by DP (including, amongst others, the frequency of provision, the manner of delivery and the format of, and the particulars contained in, the Transaction Supplement). Party B agrees that unless otherwise requested in writing to DP, it does not require the provision of Transaction Supplement in any other form or format besides the Transaction Supplement that will be provided to Party B.

Party B hereby undertakes to verify the correctness of each Transaction Supplement and to inform DP within [2] days from the receipt of any Transaction Supplement of any discrepancies, omissions, or inaccuracies or incorrect entries in the particulars of each Transaction Supplement contained therein. After such [2] days, each Transaction Supplement shall be conclusive evidence against Party B without any further proof that the trade details contained in each such Transaction Supplement are correct except as to any alleged discrepancies, omissions, or inaccuracies or incorrect entries which Party B has already brought to the attention of DP subject to DP's right to adjust (which may be exercised by DP at any time at its entire discretion) any details contained in the Transaction Supplement where they have been wrongly or mistakenly made by DP. Each Transaction Supplement as adjusted by DP shall be deemed as a "Transaction Supplement" for all purposes of the Master Confirmation Agreement and the provisions of this Annex (including without limitation, in respect of its frequency of provision, the manner of delivery and the format of, the particulars contained in, and the taking effect and any adjustment of, the Transaction Supplement) shall apply thereto.

Except as provided above, DP shall be free from all claims in respect of each Transaction Supplement and the particulars of the Transaction contained therein, notwithstanding any discrepancies, omissions, inaccuracies or incorrect entries in, the Transaction Supplement as so stated, whether made, processed as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

TRANSACTION SUPPLEMENT FOR SHARE SWAPS

This Transaction Supplement is entered into between Party A and Party B listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Swap Transaction entered into between D Prime Vanuatu Limited ("Party A" or "DP") and [CLIENT FULL NAME] ("Party B" or "Counterparty") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms part of and is subject to the Master Confirmation Agreement ("MCA") dated as of [Insert Date] between us, as may be amended and supplemented from time to time, and together constitutes a "Confirmation" as referred to in the Agreement between us, as amended and supplemented from time to time.

For the avoidance of doubt, if there is any amount due and payable by Party B but has not been paid or any obligation has not been fully discharged by Party B under this Agreement, or any Event of Default, Potential Event of Default or Additional Termination Event has occurred in relation to Party B and is continuing, any payment, repayment or any other obligation DP may otherwise have under this Agreement (including any payment, repayment or other obligation under different Transactions) shall be suspended until none of such circumstances exists with respect to Party B.

The terms of the open market equity finance Share Swap Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Transaction Number: [To insert the internal number DP assigns to this Transaction for the purposes of identifying the Transaction]

Trade Date: [●]

Effective Date: [●]

[Termination Date: [●]]*

Shares: [Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]

Exchange: [●]

Settlement Currency: United States Dollar ("USD"), unless otherwise specified in the Transaction Supplement.

China Connect: Applicable

(Specify as applicable only if hedging positions are obtained through China Connect)

Local Currency: [●]

Initial Exchange Amount payable by Party B:

Party B Initial Exchange Amount: [Not applicable]/ [Insert amount denominated in Settlement Currency]
Party B Initial Exchange Date: Effective Date

Final Exchange Amount payable by Party A:

Party A Final Exchange Amount: An amount equal to the Party B Initial Exchange Amount.

Party A Final Exchange Date: Termination Date, without regard to the reference to “the Final Dividend Payment Date” therein. Equity Amount Payable:

Equity Amount: An amount calculated pursuant to the formula below, and converted, if applicable, in accordance with the FX Provisions:

$$\frac{Final\ Price - Initial\ Price}{Initial\ Price} \times \text{Equity Notional Amount}$$

Equity Amount Payer: Party A.

Equity Amount Receiver: Party B

Payment of Equity Amount: If the Equity Amount determined by the Calculation Agent as of the relevant Valuation Time on the Valuation Date pursuant to the formula above is a positive number, then the Equity Amount Payer will pay (in addition to any other amounts payable by that Equity Amount Payer) to the Equity Amount Receiver the Equity Amount on the Cash Settlement Payment Date.

If the Equity Amount determined by the Calculation Agent as of the relevant Valuation Time on the Valuation Date pursuant to the formula above is a negative number, then the Equity Amount Receiver will pay (in addition to any other amounts payable by that Equity Amount Receiver) to the Equity Amount Payer the absolute value of the Equity Amount on the Cash Settlement Payment Date.

Number of Shares: [●]

*(Insert if an override of the position set out in the Master Confirmation Agreement is required or deleted as appropriate.)

Initial Price: Initial Price (excluding commissions) plus Commission Amount, and converted, if applicable, in accordance with the FX Provisions, being [●].

Final Price: A price per Share as determined by Calculation Agent on the Valuation Date or (as applicable) during the Final Execution Period pursuant to the MCA, the commissions as referred to in the provision of Final Price in the Master Confirmation Agreement is [●]% of the effective price per Share.

Equity Notional Amount: On any day, the product of the Number of Shares as of that day, the Initial Price and Initial FX Rate (if Initial FX Rate is not otherwise specified, as converted, if applicable, in accordance with the FX Provisions).

The Equity Notional Amount with respect to the Trade Day is USD [●].

Valuation Date: [●]

Valuation Time: In respect of the Valuation Date or each day in the Final Execution Period, each of the times as determined pursuant to the MCA.

Floating Amount Payable:

Floating Amount Payer: Party B.

Floating Rate Receiver: Party A..

Floating Amount Payer Notional Amount:

Floating Amount Payer Payment Date(s):

An amount equal to the Equity Notional Amount , unless otherwise specified in the Transaction Supplement.

[●].

Floating Rate Option: As specified in the Transaction Supplement..

Designated Maturity: As specified in the Transaction Supplement.

Spread: [●]% per annum.

[Fixed Amount Payable:

Fixed Rate Payer: Party B.

Fixed Rate Receiver: Party A.

Fixed Amount: With respect to a Fixed Rate Payer Payment Date, an amount calculated pursuant to the formula below:

Notional Amount × Fixed Rate × Fixed Rate Day Count Fraction for the Calculation Period (provided that, to the extent applicable, for the purpose of determining the Fixed Amount, if DP and Counterparty has otherwise agreed on the actual number of days in a Calculation Period, such agreement on the number of days as agreed by DP and Counterparty shall prevail),

and converted, if applicable, in accordance with the FX Provisions.

Calculation Period: With respect to a Fixed Rate Payer Payment Date, the date from (and including) the first day in the calendar month in which the Fixed Rate Payer Payment Date falls to (and including) the last day in such calendar month, provided that the first Calculation Period shall start from (and including) Effective Date and the last Calculation Period shall end at (and excluding) Termination Date.

Payment of Fixed Amount: The Fixed Amount Payer will pay (in addition to any other amounts payable by that Fixed Amount Payer) to the Fixed Amount Receiver the Fixed Amount on or before 11 a.m. (Hong Kong time) of the relevant Fixed Rate Payer Payment Date.

Notional Amount: The maximum financing amount agreed by DP and Counterparty for this Transaction, being USD [●].

Fixed Rate Payer Payment Dates: The last Business Day in each calendar month during the term of the Transaction, provided that the first Fixed Rate Payer Payment Date shall be [●] and the last Fixed Rate Payer Payment Date shall be Termination Date.

Fixed Rate: [●] per annum, provided that if there is any material change to the overnight rate of interest for USD which appears on the Reuters Screen HKAB HIBOR Page (or, alternatively, any other source, that is generally accepted by the market participants, as chose by the Calculation Agent), as determined by the Calculation Agent in good faith and commercially reasonable manner, the Calculation Agent shall have the right but not the obligation to adjust the Fixed Rate to account for such change.

Fixed Rate Day Count Fraction: If the Settlement Currency is USD, Actual/365; and if the Settlement Currency is USD, Actual/360.

Structuring Fee payable by Party B:

Payment of Structuring Fee: In addition to any payments that may be due under this Transaction, Party B shall pay the Structuring Fee to Party A on the Party B Initial Exchange Date.

Structuring Fee: [●].

FX Provisions:

FX Provisions: If the currency in which any Dividend Amount or Final Price is calculated or determined is not USD, the Calculation Agent shall determine the value of that amount or price in USD, taking into consideration all available information that it considers relevant, which information shall include the rate(s) of exchange which it determines would apply if that amount or price were converted into USD by a Hypothetical Broker Dealer acting in a commercially reasonable manner.

Initial FX Rate: The Initial FX Rate the Calculation Agent uses to convert the Local Currency into Settlement Currency for the purpose of determining the Equity Notional Amount is [●].

Settlement Terms:

Cash Settlement: Applicable. On the Cash Settlement Payment Date, in addition to any other payments that may be due under this Confirmation (e.g., accrued but unpaid Fixed Amount), an amount equal to the Equity Amount shall be made by the relevant Party pursuant to the terms of this Confirmation and no Party is required to deliver the relevant Shares in connection with settlement of this Transaction.

Cash Settlement Payment Date: [●] Currency Business Days following the Valuation Date or, if later, the Final Execution End Date.

Account Details:

Account for Payments to Party A: [●]. Account for Payments to Party B: [●].

Other:

Limited Recourse Provisions: The Parties acknowledge and agree that to the extent DP (or its Affiliates) enters into swaps, forward, options or futures or other derivatives transaction(s) ("Hedge Transaction") with any party in any jurisdiction ("Hedge Counterparty") as Applicable Hedge Positions to hedge its obligations under this Transaction and the Hedge Counterparty for such transactions fails or delays for any reason (including a default by the local exchange or clearinghouse, a change in laws, rules or regulations applicable to the holding of the relevant securities, options or futures contracts) to make any payment or delivery with respect to a Hedge Transaction, then DP's obligation to pay any amounts due hereunder shall be reduced and/or delayed accordingly.

TRANSACTION SUPPLEMENT FOR SHARE BASKET SWAPS

This Transaction Supplement is entered into between Party A and Party B listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Basket Swap Transaction entered into between D Prime Vanuatu Limited ("Party A" or "DP") and [CLIENT FULL NAME] ("Party B" or "Counterparty") on the Trade Date specified below (the "Transaction"). This Transaction Supplement supplements, forms part of and is subject to the Master Confirmation Agreement ("MCA") dated as of [Insert Date] between us, as may be amended and supplemented from time to time, and together constitutes a "Confirmation" as referred to in the Agreement between us, as amended and supplemented from time to time.

For the avoidance of doubt, if there is any amount due and payable by Party B but has not been paid or any obligation has not been fully discharged by Party B under this Agreement, or any Event of Default, Potential Event of Default or Additional Termination Event has occurred in relation to Party B and is continuing, any payment, repayment or any other obligation DP may otherwise have under this Agreement (including any payment, repayment or other obligation under different Transactions) shall be suspended until none of such circumstances exists with respect to Party B.

The terms of the open market equity finance Share Basket Swap Transaction to which this Transaction Supplement relates are as follows:

General Terms:

Transaction Number: [To insert the internal number DP assigns to this Transaction for the purposes of identifying the Transaction]

Trade Date: [●]

Effective Date: [●]

Termination Date: The final Cash Settlement Payment Date or, if later, the final Dividend Payment Date.
Shares: As specified in the Share Schedule Addendum

Exchange: As specified in the Share Schedule Addendum

Type of Return (payment of dividend):

Type of Return is Total Return, which means that, on each Dividend Payment Date, the Equity Amount Payer will pay to the Equity Amount Receiver the relevant Dividend Amount.

Hedging Party: DP.

Settlement Currency: United States Dollar ("USD")

Local Currency: [●]

Initial Exchange Amount payable by Party B:

Party B Initial Exchange Amount: [Not applicable]/[Insert amount denominated in Settlement Currency]

Party B Initial Exchange Date: [Not applicable]/[Effective Date]/[●]

Final Exchange Amount payable by Party A:

Party A Final Exchange Amount: An amount equal to the Party B Initial Exchange Amount.

Party A Final Exchange Date: Termination Date, without regard to the reference to "the Final Dividend Payment Date" therein.

Equity Amount Payable:

Equity Amount: An amount calculated pursuant to the formula below, and converted, if applicable, in accordance with the FX Provisions:

$$\frac{Final\ Price - Initial\ Price\ for\ the\ Basket}{Initial\ Price\ for\ the\ Basket} \times \text{Equity Notional Amount}$$

Equity Amount Payer: DP.

Equity Amount Receiver: Counterparty

Payment of Equity Amount: If the Equity Amount determined by the Calculation Agent as of the relevant Valuation Time on the Valuation Date pursuant to the formula above is a positive number, then the Equity Amount Payer will pay (in addition to any other amounts payable by that Equity Amount Payer) to the Equity Amount Receiver the Equity Amount on the Cash Settlement Payment Date.

If the Equity Amount determined by the Calculation Agent as of the relevant Valuation Time on the Valuation Date pursuant to the formula above is a negative number, then the Equity Amount Receiver will pay (in addition to any other amounts payable by that Equity Amount Receiver) to the Equity Amount Payer the absolute value of the Equity Amount on the Cash Settlement Payment Date.

Number of Shares in Basket: As specified in the Share Schedule Addendum Number of Basket: [●]

Initial Price: As specified in the Share Schedule Addendum.

Final Price: An amount for the Basket as determined by Calculation Agent on the Valuation Date or during the Final Execution Period pursuant to the MCA, the commissions as referred to in the provision of Final Price in the Master Confirmation Agreement is [●]% of the effective price per Share.

Equity Notional Amount: On any day, the sum of the values for each Share in the Basket as the product of the Initial Price of each Share and the relevant Number of Shares comprised in the Basket, multiplied by the Number of Baskets and Initial FX Rate (if Initial FX Rate is not otherwise specified, as converted, if applicable, in accordance with the FX Provisions).

The Equity Notional Amount with respect to the Trade Day is USD [●].

Valuation Date: [●]

Valuation Time: In respect of the Valuation Date or each day in the Final Execution Period, each of the times as determined pursuant to the MCA.

Floating Amount Payable:

Floating Amount Payer: Counterparty.

Floating Rate Receiver: DP.

Floating Amount Payer Notional Amount:

Floating Amount Payer Payment Date(s):

An amount equal to the Equity Notional Amount, unless otherwise specified in the Transaction Supplement.

As specified in the Transaction Supplement.

Floating Rate Option: As specified in the Transaction Supplement.

Designated Maturity: As specified in the Transaction Supplement.

Spread: As specified in the Transaction Supplement.

[Fixed Amount Payable:

Fixed Rate Payer: Counterparty.

Fixed Rate Receiver: DP.

Fixed Amount: With respect to a Fixed Rate Payer Payment Date, an amount calculated pursuant to the formula below:

Notional Amount × Fixed Rate × Fixed Rate Day Count Fraction for the Calculation Period (provided that, to the extent applicable, for the purpose of determining the Fixed Amount, if DP and Counterparty has otherwise agreed on the actual number of days in a Calculation Period, such agreement on the number of days as agreed by DP and Counterparty shall prevail),

and converted, if applicable, in accordance with the FX Provisions.

Calculation Period: With respect to a Fixed Rate Payer Payment Date, the date from (and including) first day in the calendar month in which the Fixed Rate Payer Payment Date falls to (and including) the last day in such calendar month, provided that the first Calculation Period shall start from (and including) Effective Date and the last Calculation Period shall end at (and excluding) Termination Date.

Payment of Fixed Amount: The Fixed Amount Payer will pay (in addition to any other amounts payable by that Fixed Amount Payer) to the Fixed Amount Receiver the Fixed Amount on or before 11 a.m. (Hong Kong time) of the relevant Fixed Rate Payer Payment Date.

Notional Amount: The maximum financing amount mutually agreed by DP and Counterparty for this Transaction, being USD [●].

Fixed Rate Payer Payment Dates: The last Business Day in each calendar month during the term of the Transaction, provided that the first Fixed Rate Payer Payment Date shall be [●] and the last Fixed Rate Payer Payment Date shall be Termination Date.

Fixed Rate: [●] per annum, provided that if there is any material change to the overnight rate of interest for USD which appears on the Reuters Screen HKAB HIBOR Page (or, alternatively, any other source, that is generally accepted by the market participants, as chose by the Calculation Agent), as determined by the Calculation Agent in good faith and commercially reasonable manner, the Calculation Agent shall have the right but not the obligation to adjust the Fixed Rate to account for such change.

Fixed Rate Day Count Fraction: If the Settlement Currency is USD, Actual/365; and if the Settlement Currency is USD, Actual/360.

Structuring Fee payable by Party B:

Payment of Structuring Fee: In addition to any payments that may be due under this Transaction, Party B shall pay the Structuring Fee to Party A on the Party B Initial Exchange Date.

Structuring Fee: [●].

FX Provisions:

FX Provisions: If the currency in which any Dividend Amount or Final Price is calculated or determined is not USD, the Calculation Agent shall determine the value of that amount or price in USD, taking into consideration all available information that it considers relevant, which information shall include the rate(s) of exchange which it determines would apply if that amount or price were converted into USD by a Hypothetical

Broker Dealer acting in a commercially reasonable manner.

Initial FX Rate: The Initial FX Rate the Calculation Agent uses to convert the Local Currency into Settlement Currency for the purpose of determining the Equity Notional Amount is [●].

Settlement Terms:

Cash Settlement: Applicable. On the Cash Settlement Payment Date, in addition to any other payments that may be due under this Confirmation (e.g., accrued but unpaid Fixed Amount), an amount equal to the Equity Amount shall be made by the relevant Party pursuant to the terms of this Confirmation and no Party is required to deliver the relevant Shares in connection with settlement of this Transaction.

Cash Settlement Payment Date(s): [●] Currency Business Days following the Valuation Date or, if later, the Final Execution End Date.

Account Details:

Account for Payments to Party A: [●].

Account for Payments to Party B: [●].

Other:

Limited Recourse Provisions: The Parties acknowledge and agree that to the extent DP (or its Affiliates) enters into swaps, forward, options or futures or other derivatives transaction(s) (“Hedge Transaction”) with any party in any jurisdiction (“Hedge Counterparty”) as Applicable Hedge Positions to hedge its obligations under this Transaction and the Hedge Counterparty for such transactions fails or delays for any reason (including a default by the local exchange or clearinghouse, a change in laws, rules or regulations applicable to the holding of the relevant securities, options or futures contracts) to make any payment or delivery with respect to a Hedge Transaction, then DP’s obligation to pay any amounts due hereunder shall be reduced and/or delayed accordingly.

Share Schedule Addendum

The Basket is composed of the specified Shares of the Issuers listed below in the relative proportions and numbers set out in relation to each Issuer below.

Share	*Issuer*	*Initial Price for the Share (the price includes commissions, which is [●]% of Initial Price (excluding commissions) for the Share)*	*Initial Price (excluding commissions) for the Share*	*Ticker*	*Number of Shares in Basket*	*Exchange*
[●]	[●]	[●]	[●]	[●]	[●]	[●]

REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH SHARES OTHER THAN CHINA CONNECT SHARES

In connection with any Transaction entered into under this Master Confirmation Agreement for which "China Connect" is not specified (or specified as not applicable) in the relevant Transaction Supplement, Counterparty represents and warrants to DP as of the Trade Date, the Effective Date and each day on which Termination Notice is delivered by Counterparty that:

(a) neither it nor any of its directors, officers, employees, shareholders, agents, its affiliates or its affiliates' directors, officers, employees or agents (each a "Relevant Person") is in possession of any Material Non-Public Information in relation to the Issuer, a shareholder or officer of the Issuer, or the Shares or their derivatives ("Inside Information");

(b) [in entering into the Transaction and dealing in the securities of the Issuer in connection with the Transaction, Counterparty has and will at all times act in accordance with the relevant Listing Rules (in the case of Shares listed at SEHK, including, without limitation, the Model Code for Securities Transactions by Directors of Listed Issuers).][7]

Counterparty agrees with and undertakes to DP that, from (and including) the date of the relevant Transaction Supplement to (and including) the earlier of: (i) the Termination Date; and (ii) the date on which Counterparty ceases to have any interest in the Transaction:

(a) it will, and will procure that each of its Relevant Persons will, comply with the Applicable Securities Regulations and any other applicable laws or regulations in any jurisdiction in relation to dealing in the Shares, including but not limited to any insider dealing, market abuse or market manipulation laws and regulations;

(b) it will not exercise any of its rights or discretions under the Transaction (including any early termination rights) when it (through a Relevant Person or otherwise) is in possession of any Material Non-Public Information;

(c) it will not repurchase or acquire any Share or any interest in any Share, or take any other action, which would result in a breach of the minimum public float requirements that the Issuer is required to comply with pursuant to the relevant Listing Rules; and

(d) it will not repurchase or acquire any Share or any interest in any Share, or take any other action, which would result in an obligation on any person to make a mandatory general offer for the Shares under takeover code in any relevant jurisdiction; and

"Material Non-Public Information" means any information (including, without limitation, any information regarding any material adverse change or prospective material adverse change in the condition of, or any actual, pending or threatened litigation, arbitration or similar proceeding involving, the Issuer) that is not described in the Issuer's most recent annual report or subsequent public information releases and which, if it were made public, would be likely to have a significant effect on the price or value of the ordinary shares of the Issuer.

[7] To include for transactions conducted with a shareholder of a listed company if the shareholder is also a director of a listed company.

REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH CHINA CONNECT SHARES

In connection with any Transaction entered into under this Master Confirmation Agreement for which "China Connect" and/or "Foreign Qualified Investor" is/are specified in the relevant Transaction Supplement, Counterparty represents and warrants to DP as of the Trade Date, the Effective Date and each day on which Termination Notice is delivered by Counterparty that:

(a) it (through its directors, officers, employees, agents, any of its affiliates or its affiliates' directors, officers, employees or agents (as applicable) (each a "Relevant Individual") or otherwise) is not in possession of any "inside information" (内幕信息, as defined in the PRC Securities Law (as amended)) in relation to the Issuer ("Inside Information");

(b) it is in compliance with all relevant reporting, notification, disclosure, (to the extent apply to derivatives transactions) lock-up requirements in connection with the Transaction under applicable laws and regulations including but not limited to the PRC Securities Law and other regulatory requirements as published by competent regulators in the PRC (including but not limited to CSRC) from time to time;

(c) it is not breaching any provisions of the PRC Securities Law, the listing rules of the relevant Exchange or any other applicable laws and regulations; and

(d) non-PRC person representations:

  (i) it is not (1) a natural person holding a resident identification card or other equivalent government issued identification of the PRC (excluding Hong Kong, Macau and Taiwan) who is not a permanent resident of another jurisdiction or permanent resident of Hong Kong, Macau or Taiwan or (2) a Legal Person Registered in the PRC, or if it is such a person or legal entity, then its entry into the Transaction does not violate the laws and regulations of the PRC including those in relation to foreign exchange control and reporting (each person fall within item (1) or (2), a "Domestic Investor");

  (ii) in the case where the Transaction is entered into by Counterparty as trustee for a trust, interests in the trust are not majority- owned by, and the management decision over the trust is not controlled by, one or more Domestic Investor(s). For the avoidance of doubt, in the case only where a trust's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to control such entity for the purposes of this representation by reason only of it being able to control the decision making in relation to the entity's financial, investment and/or operating policies;

  (iii) it is entering into this Master Confirmation Agreement, including each Transaction, as principal and not as an agent of any person or entity.

For so long as Counterparty has any obligation under the Agreement in connection with an outstanding Transaction for which "China Connect" is specified in the relevant Transaction Supplement:

(a) Counterparty acknowledges that DP and/or any of its affiliates may be required to disclose information relating to, among other things, the details of the Transaction or the identities of any party having a legal or beneficial interest in the Transaction as may be required by any relevant governmental or regulatory authorities (including, without limit, CSRC and SAFE) or as may be required under any law, regulation, order or other lawful request, and it agrees to all such related disclosure and hereby waives confidentiality with regard thereto; and

(b) Counterparty agrees to promptly provide DP and the relevant governmental or regulatory authorities with such additional information that the relevant governmental or regulatory authorities may require from DP and/or its affiliates from time to time, with regard to the identity and other details of Counterparty or the beneficial owners in respect of the Transaction, including but not limited to (i) the category to which Counterparty belongs (i.e., hedge fund, corporate, individual, pension fund, trust, etc.); and (ii) the source of funding of Counterparty. It agrees that where such information is maintained by any third party on behalf of Counterparty and the trust fund, it shall ensure that appropriate procedures are implemented with such third party to enable the prompt disclosure of such information to DP, its nominated Affiliate and/or the relevant governmental or regulatory authorities on request,

where:

"CSRC" means the China Securities Regulatory Commission of the PRC;

"Legal Person Registered in the PRC" means an entity incorporated or organised in the PRC (excluding Hong Kong, Macau and Taiwan); "PRC" means the People's Republic of China;

"PRC Securities" means any shares, bonds, warrants or other securities listed on any stock exchange in the PRC (excluding Hong Kong, Macau and Taiwan), securities investment funds quoted in Renminbi or any other financial instruments in which a QFI may from time to time invest under the laws and regulations of the PRC (excluding Hong Kong, Macau and Taiwan);

"PRC Securities Law" means the law governing the PRC Securities;

"SAFE" means the State Administration of Foreign Exchange of the PRC; and

"trust" includes a trust fund or any similar arrangement where the legal title to the trust assets is held by a trustee or legal representative but the beneficial interests in the trust assets are held by beneficiaries; and "trustee" shall be construed accordingly.

Annex 4: Master Equity Derivatives Confirmation Agreement

Master Equity Derivatives Confirmation Agreement

This Master Equity Derivatives Confirmation Agreement (this "Master Confirmation Agreement") between the Company ("Party A" or "DP") and Client ("Party B" or "Counterparty").

The parties wish to facilitate the process of entering into and confirming Equity Derivative Transactions and accordingly agree as follows:

1. Equity Derivatives Definitions. This Master Confirmation Agreement hereby incorporates by reference the 2002 ISDA® Equity Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Equity Definitions"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Equity Definitions.

2. Confirmation Process. The parties intend to enter into separate equity derivative transactions (each a "Transaction") set out in a Transaction Supplement substantially in the form attached to an Annex (with modifications Party A shall determine to be appropriate in the circumstances) specified in Exhibit I hereto (each, a "Transaction Supplement"). The confirmation applicable to each Transaction, which shall constitute a "Confirmation" for the purposes of, and will supplement, form a part of, and be subject to, the ISDA Master Agreement between Party A and Party B , as amended and supplemented from time to time (the "Master Agreement"), shall consist of this Master Confirmation Agreement including the relevant form of General Terms Confirmation contained in an Annex specified in Exhibit I hereto (each, a "General Terms Confirmation"), as supplemented by the trade details applicable to such Transaction as set forth in the Transaction Supplement for that Transaction. In the event of any inconsistency between this Master Confirmation Agreement and a General Terms Confirmation, the General Terms Confirmation shall govern for the purpose of the Transactions related to such General Terms Confirmation. In the event of any inconsistency between (i) this Master Confirmation Agreement (including the relevant form of General Terms Confirmation) and a Transaction Supplement and/or (ii) the Equity Definitions and a Transaction Supplement, the Transaction Supplement shall govern for the purpose of the relevant Transaction. The Transaction Supplement shall set forth, at a minimum, all of the relevant information set out in the form of Transaction Supplement attached to the relevant General Terms Confirmation.

   Exhibit I hereto may be amended in writing by the parties from time to time.

3. Non-Exclusive. The parties acknowledge and agree that the execution of this Master Confirmation Agreement does not require them to document Transactions in accordance with this Master Confirmation Agreement.

4. Preparation of Transaction Supplements. Unless otherwise agreed by the parties, the preparation of a Transaction Supplement shall be the responsibility of Party A.

5. Miscellaneous.

   (a) Entire Agreement. This Master Confirmation Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect specifically thereto.

   (b) Amendments. An amendment, modification or waiver in respect of this Master Confirmation Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an

exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) Counterparts. This Master Confirmation Agreement and each Transaction Supplement documented hereunder may be executed in counterparts, each of which will be deemed an original.

(d) Headings. The headings used in this Master Confirmation Agreement are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Master Confirmation Agreement.

(e) Governing Law; Jurisdiction. This Master Confirmation Agreement and each Transaction confirmed by a Confirmation documented hereunder will be governed by and construed in accordance with the law specified in the relevant Master Agreement and will be subject to the jurisdiction, service of process and waiver of immunities provisions of Section 13 of the relevant Master Agreement.

(f) Data Sharing. Permission is hereby given allowing either party to share necessary trade and/or customer data with its affiliates as may be required in the settlement or risk management of any Transaction entered into under this Master Confirmation Agreement.

EXHIBIT I

APPLICABLE ANNEXES

DP and Party B have agreed on the Confirmation Agreement Date that the following Annex(es) (including the related Transaction Supplement) attached hereto, will be subject to this Master Equity Derivatives Confirmation Agreement, effective as of the Confirmation Agreement Date:

Annex
Annex IO (Cash-settled European/American Index Option)
Annex SO (Cash or Physically-settled European/American Share Option)

ANNEX IO

(Cash-settled European/American Index Option)

Re: Index Option General Terms Confirmation Dear Sir or Madam,

The purpose of this Index Option General Terms Confirmation (this "IO General Terms Confirmation") is to confirm certain general terms and conditions of Index Option Transactions entered into between us under the Master Equity Derivatives Confirmation Agreement between us (the "Master Confirmation Agreement").

This IO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this IO General Terms Confirmation, this IO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Index Option Transaction to which this IO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Option Style: Unless "American" is specified as the Option Style in the relevant Transaction Supplement, European.

Multiplier: Unless otherwise specified in the relevant Transaction Supplement, Multiplier shall be one.

Exchange(s): As specified in the relevant Transaction Supplement.

If the Exchange is specified in the relevant Transaction Supplement as "Multiple Exchange" or the Multiple Exchange Index Annex otherwise applies to a Transaction, for each Component Security (as defined in the Multiple Exchange Index Annex) the Exchange is the stock exchange on which that Component Security is principally traded.

Related Exchange: All Exchanges, unless otherwise specified in the relevant Transaction Supplement.

Country of Underlier: The country where the Exchange is located, or, if the relevant Transaction Supplement states that the Exchange is "Multiple Exchange", the Country of Underlier shall be determined by Party A in its sole and reasonable discretion.

Procedures for Exercise:

Commencement Date: The Trade Date, unless otherwise specified in the relevant Transaction Supplement.

Expiration Time: Valuation Time, unless otherwise specified in the relevant Transaction Supplement.

Multiple Exercise: If "American" is specified as the Option Style in the relevant Transaction Supplement, Multiple Exercise shall apply with the following terms:

Minimum Number of Options: One.

Maximum Number of Options: The number of Options remaining unexercised. Integral Multiple: One.

Automatic Exercise: Applicable.

Valuation:

Futures Price Valuation: Not Applicable, unless otherwise stated in the relevant Transaction Supplement. Exchange-traded Contract: Unless otherwise stated in the relevant Transaction Supplement, the Exchange-traded Contract shall be the futures contract, or if there is no such futures contract, options contract, on the relevant Index 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 is the same date as the Valuation Date.

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

Valuation Time: Subject to the provisions of “Amendment to Valuation Time”, the Scheduled Closing Time of the relevant Exchange, unless (1) otherwise specified in the relevant Transaction Supplement, or (2) Futures Price Valuation is specified as “applicable” in the relevant Transaction Supplement.

If Futures Price Valuation is specified as “applicable” in the relevant Transaction Supplement, the time at which the Official Settlement Price is published by the relevant Exchange or Related Exchange (as the case may be), and, in the event that Section 6.8(e) of the Equity Definitions applies, the close of the regular trading session on the relevant Exchange or Related Exchange (as determined by the Calculation Agent).

Amendment to Valuation Time: If a Transaction has more than one Exchange, then unless the Multiple Exchange Index Annex applies, the Valuation Time (a) for the purposes of determining whether an Early Closure has occurred in respect of (i) any security in the Index, is the Scheduled Closing Time on the Exchange in respect of that security, and (ii) options contracts or future contracts on the Index, is the close of trading on the Related Exchange; and (b) for all other purposes, is the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

Valuation Date: As provided in Section 6.2 of the Equity Definitions, unless (1) otherwise specified in the relevant Transaction Supplement, or (2) Futures Price Valuation is specified as “applicable” in the relevant Transaction Supplement.

If Futures Price Valuation is specified as “applicable” in the relevant Transaction Supplement, as provided in Section 6.8 of the Equity Definitions.

Averaging Date Disruption: If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply, unless otherwise specified in the relevant Transaction Supplement.

Settlement Terms:

Cash Settlement: Applicable.

Cash Settlement Payment Date: One Settlement Cycle following the relevant Valuation Date, unless otherwise

specified in the Transaction Supplement.

Settlement Currency: As specified in the relevant Transaction Supplement.

Option Cash Settlement Amount:

(i) (a) If "Vanilla" or if "Quanto" is specified as the Settlement Type in the relevant Transaction Supplement, (b) or if a Settlement Type is not specified in the relevant Transaction Supplement, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions.

(ii) If "Cross-Currency" is specified as the Settlement Type in the relevant Transaction Supplement, an amount in the Settlement Currency, determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

(Settlement Price – Strike Price)[8]/ (Strike Price – Settlement Price)[9] x Multiplier x one unit of the Reference Currency[10]

converted into an amount in the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date, provided that if the above is equal to a negative amount the Option Cash Settlement Amount shall be deemed to be zero.

(iii) If "Composite" is specified as the Settlement Type in the relevant Transaction Supplement, an amount in the Settlement Currency, determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

(Settlement Price – Strike Price)[11] / (Strike Price – Settlement Price)[12] x Multiplier[13]

provided that if the above is equal to a negative amount the Option Cash Settlement Amount shall be deemed to be zero.

For these purposes, the Settlement Price shall be multiplied by one unit of the Reference Currency and converted into the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date, and the Strike Price shall be the level stated in the relevant Transaction Supplement multiplied by one unit of the Settlement Currency.

Reference Price Source: If Reference Price currency is listed in the ISDA AEJ Reference Price Source Matrix as of the Trade Date, then the Reference Price Source contained therein with respect to such Reference Price currency shall be deemed to apply to the Transaction. Otherwise, as specified in the Transaction Supplement, or, in the event that if such rate is discontinued, does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines in good faith that such rate displayed does not reflect the current tradable exchange rate used by market participants, the applicable rate of exchange shall be determined by the Calculation Agent in its sole discretion either by reference to the rates for the exchange of the relevant currencies or to cross-rates.

Index Adjustment Events:

Index Modification: Calculation Agent Adjustment.

Index Cancellation: Cancellation and Payment.

Index Disruption: Calculation Agent Adjustment.

[8] Use if a Call Option
[9] Use if a Put Option.
[10] Strike Price to be stated in the Reference Currency.
[11] Use if a Call Option.
[12] Use if a Put Option.
[13] Strike Price to be stated in the Reference Currency.

Determining Party: Party A.

Additional Disruption Events:

Change in Law: Applicable; provided that Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by replacing the word "Shares" with the words "any of the Shares comprising the Index or any Hedge Positions".

Hedging Disruption: Applicable, provided that the definition of "Hedging Disruption" in Section 12.9(a)(v) of the Equity Definitions is hereby amended by deleting in the third line thereof the words "equity price".

Hedging Party: Party A.

Determining Party: Party A.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable.

Agreements and Acknowledgments

Regarding Hedging Activities: Applicable.

Index Disclaimer: Applicable.

Additional Acknowledgments: Applicable.

2. **Calculation Agent:** Party A

3. **Notice and Account Details:**

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: as separately notified Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: to be provided.

4. **Additional Provisions:**

(i) Taxes: Party B hereby indemnifies and agrees to indemnify and hold harmless Party A against any change in the rate of any tax, levy, impost, duty, charge, assessment or fee (including any stamp, registration, documentation or similar tax, and including any interest and penalties thereon, if their imposition results from any action or inaction of Party A or any of its Affiliates determined by the Calculation Agent to be commercially reasonable) payable to the relevant tax authorities incurred by Party A (whether such amount is payable by Party A directly or is payable initially by any of Party A's Affiliates and Party A agrees to indemnify or hold harmless that Affiliate for the same) in connection with the holding, possession, purchase or sale of the relevant Shares or the securities comprising the relevant Index, or any possession of an interest in or dealing in such Shares or the securities comprising such Index, or any hedging arrangements relating to such Shares or the securities comprising such Index, in connection with this Transaction ("Change in Tax"), provided that the Calculation Agent has determined that the nature of the Change in Tax is such that it is applicable to investors generally when carrying out similar trading or hedging activities in the relevant jurisdiction. Any payment liable to be made by Party B under this paragraph shall be made in the currency in which such Change in Tax amount is due and payable; provided that, Party A shall be entitled to convert any such Change in Tax amount into such other currency as it deems fit (and at an exchange rate determined by it in its sole and reasonable discretion) and shall be entitled to set off such amount against any payment due from Party A to Party B.

(ii) Collateral: Party B agrees to provide Eligible Credit Support in accordance with the requirements specified in the relevant Transaction Supplement and the ISDA Credit Support Annex executed between the parties dated [Insert the date] (which will constitute a Credit Support Document under the Master Agreement).

(iii) Independent Amount with respect to Party B: An amount determined by Party A in a commercially reasonable manner (subject to adjustment by Party A on any Scheduled Trading Day). This amount shall be aggregated with any other Independent Amounts applicable to Party B under the terms of other Transactions hereunder or other Transactions or specified in the Credit Support Annex in determining the amount of all Independent Amounts applicable to Party B for the purposes of calculating the Credit Support Amount under the Credit Support Annex.

TRANSACTION SUPPLEMENT IO

(Cash-settled European/American Index Option)

INDEX OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Index Option Transaction entered into between DP ("Party A") and [Client Full Name] ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement is entered into under the Master Equity Derivatives Confirmation Agreement dated as of [Insert Date] between us, as may be amended from time to time, and, together with the Master Equity Derivatives Confirmation Agreement and the IO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date: [ ]

[Option Style: American][14]

Option Type: [Call] [Put]

Seller: [Party A] [Party B]

Buyer: [Party A] [Party B]

Index: [ ]

Number of Options: [ ]

[Multiplier: [ ]][15]

Strike Price: [ ]

Premium: [(Premium per Option [ ])]

[Premium Payment Date: [The date that is one Settlement Cycle following the Trade Date] [insert date]][16]

Exchange(s): [ ] [Multiple Exchange]

[Related Exchange: [ ]][17]

Procedures for Exercise:

[Commencement Date: [ ]]

[14] Include if the parties have agreed when entering into the Transaction that the Option Style is American; otherwise, the IO General Terms Confirmation provides that the Option Style is European.
[15] Include if Multiplier is not one.
[16] Include if the parties wish to specify the Premium Payment Date in the relevant Transaction Supplement. If the Premium Payment Date is not so specified, the Equity Definitions provides that the Premium Payment Date will be the date that is one Settlement Cycle following the Trade Date (or, if such date is not a Currency Business Day, the next following Currency Business Day).
[17] Include if Related Exchange is not "All Exchanges".

[Latest Exercise Time: [ ]]

Expiration Date: [ ]

Valuation:[18]

[Valuation Time: [ ]]

[Valuation Date: [ ]]

Futures Price Valuation: [Applicable] [Not Applicable]

[Exchange-traded Contract: [ ]][19]

[Averaging Dates: [In relation to each Valuation Date,][20][ ][21]

[Averaging Date Disruption: [ ]][22]

Settlement Terms:

[Settlement Type: [Vanilla] [Cross-Currency] [Quanto] [Composite]][23]

Reference Currency: [currency of denomination of underlying] [Not Applicable][24]

Settlement Currency: [currency of settlement]

[Cash Settlement Payment Date: [ ] Currency Business Days following the relevant Valuation Date] [Reference Price Source: [ ]][25]

[Notice and Account Details:][26]

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[18] Include Futures Price Valuation and Exchange-traded Contract provisions if the parties have agreed when entering into the Transaction that Futures Price Valuation is applicable; otherwise, the Equity Definitions provides that Futures Price Valuation will not be applicable.
[19] Include if Futures Price Valuation is applicable
[20] Include if an American Option.
[21] Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the IO General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement.
[22] Include if Averaging Date Disruption is not Modified Postponement.
[23] Include which Settlement Type is applicable as defined in the General Terms. Use “Vanilla” when trade is settled in the currency of the underlier.
Use “Cross-Currency when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.
Use “Composite” when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.
Use “Quanto” when trade is not settled in the currency of underlier. Trade will be settled in Settlement Currency without any conversion.
[24] Include Not Applicable if Settlement Type is Vanilla or Quanto
[25] Include if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.
[26] Include notice and/or account information if different from the information provided in the IO General Terms Confirmation. Note that the notice information is also relevant for any notice of exercise to be provided to Seller.

MULTIPLE EXCHANGE INDEX ANNEX

If “Multiple Exchange” is specified as the Exchange in relation to and/or this Multiple Exchange Index Annex otherwise applies to a Transaction (as defined in the Master Equity Derivatives Confirmation Agreement between us dated as of [Insert Date], then the following terms shall apply to that Transaction. In the event of any inconsistency between this Multiple Exchange Index Annex and a General Terms Confirmation, this Multiple Exchange Index Annex shall govern.

In the event of any inconsistency between this Multiple Exchange Index Annex and the Definitions, this Multiple Exchange Index Annex shall govern.

Component Security: Each component security of the Index.

Amendment to Section 6.8(e): The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".

Scheduled Trading Day: Any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

Exchange Business Day: Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

Valuation Time: (i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

Market Disruption Event: Either:

(i) (a) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR

(3) an Early Closure; AND

(b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR

(ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of:

(a) a Trading Disruption;

(b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or

(c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

Trading Disruption: Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

Exchange Disruption: Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

Early Closure: The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Disrupted Day: Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

ANNEX SO

(Cash or Physically-settled European/American Share Option)

Re: Share Option General Terms Confirmation

Dear Sir or Madam,

The purpose of this Share Option General Terms Confirmation (this "SO General Terms Confirmation") is to confirm certain general terms and conditions of Share Option Transactions entered into between us under the Master Equity Derivatives Confirmation Agreement between us (the "Master Confirmation Agreement").

This SO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions", and together with the Equity Definitions, the "Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this SO General Terms Confirmation, this SO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Share Option Transaction to which this SO General Terms Confirmation relates are as follows (unless (a) otherwise specified in the relevant Transaction Supplement, (b) "Exchange Look-alike" is specified as "applicable" in the relevant Transaction Supplement, in which case the Exchange Look-alike Share Option Annex shall apply as attached hereto, and/or (c) "ETF Option" is specified as "applicable" in the relevant Transaction Supplement, in which case the ETF Option Annex shall apply as attached hereto), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Option Style: Unless "American" is specified as the Option Style in the relevant Transaction Supplement, European.

Related Exchange: All Exchanges, unless otherwise specified in the relevant Transaction Supplement.

Country of Underlier: The country where the Exchange is located, or, if the relevant Transaction Supplement states that the Exchange is "Multiple Exchange", the Country of Underlier shall be determined by Party A in its sole and reasonable discretion.

Procedures for Exercise:

Commencement Date: The Trade Date, unless otherwise specified in the relevant Transaction Supplement.

Expiration Time: Valuation Time, unless otherwise specified in the relevant Transaction Supplement.

Multiple Exercise: If "American" is specified as the Option Style in the relevant Transaction Supplement, Multiple Exercise shall apply with the following terms:

Minimum Number of Options: One.

Maximum Number of Options: The number of Options remaining unexercised. Integral Multiple: One.

Automatic Exercise: Applicable.

"In-the-Money" for purposes of Section 3.4(c) of the Equity Definitions shall mean

(a) in respect of a Call, that the Reference Price is greater than the Strike Price and

(b) in respect of a Put, that the Reference Price is less than the Strike Price, with the Reference Price determined as of the Valuation Time on the Expiration Date.

Valuation and Settlement Terms:

Valuation Time: At the Scheduled Closing Time.

Valuation Date: As specified in the relevant Transaction Supplement.

Averaging Date Disruption: If Averaging Dates are specified in the relevant Transaction Supplement, Averaging

shall be applicable and Modified Postponement shall apply, unless otherwise specified in the relevant Transaction Supplement.

Cash Settlement: Applicable.

Settlement Method: As specified in the relevant Transaction Supplement.

If Settlement Method Election is applicable, the following terms will be applicable: Electing Party: Buyer.

Settlement Method Election Date: 2 Scheduled Trading Days prior to the Valuation Date or the initial Averaging Date, as the case may be.

Default Settlement Method: As specified in the relevant Transaction Supplement.

Settlement Currency: As specified in the relevant Transaction Supplement.

Option Cash Settlement Amount:

(i) (a) If "Vanilla" or if "Quanto" is specified as the Settlement Type in the relevant Transaction Supplement, (b) or if a Settlement Type is not specified in the relevant Transaction Supplement, an amount, as determined by the Calculation Agent in accordance with Section 8.2 of the Equity Definitions.

(ii) If "Cross-Currency" is specified as the Settlement Type in the relevant Transaction Supplement, an amount in the Settlement Currency, determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

(Settlement Price – Strike Price)[27]/ (Strike Price – Settlement Price)[28] x Option Entitlement x one unit of the Reference Currency[29]

converted into an amount in the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date, provided that if the above is equal to a negative amount the Option Cash Settlement Amount shall be deemed to be zero.

[27] Use if a Call Option
[28] Use if a Put Option
[29] Strike Price to be stated in the Reference Currency.

(iii) If "Composite" is specified as the Settlement Type in the relevant Transaction Supplement, an amount in the Settlement Currency, determined by the Calculation Agent as being equal to the number of Options exercised or deemed exercised, multiplied by:

(Settlement Price – Strike Price)[30]/(Strike Price – Settlement Price)[31] x Option Entitlement

Provided that if the above is equal to a negative amount the Option Cash Settlement Amount shall be deemed to be zero.

For these purposes, the Settlement Price shall be multiplied by one unit of the Reference Currency and converted into the Settlement Currency using the rate of exchange of the Settlement Currency as quoted on the Reference Price Source on the Valuation Date, and the Strike Price shall be the level stated in the relevant Transaction Supplement multiplied by one unit of the Settlement Currency.

Reference Price Source: If Reference Price currency is listed in the ISDA AEJ Reference Price Source Matrix as of the Trade Date, then the Reference Price Source contained therein with respect to such Reference Price currency shall be deemed to apply to the Transaction. Otherwise, as specified in the Transaction Supplement, or, in the event that if such rate is discontinued, does not appear on such Reference Price Source listed in the ISDA AEJ Reference Price Source Matrix or specified in the Transaction Supplement, or if the Calculation Agent determines in good faith that such rate displayed does not reflect the current tradable exchange rate used by market participants, the applicable rate of exchange shall be determined by the Calculation Agent in its sole discretion either by reference to the rates for the exchange of the relevant currencies or to cross-rates.

Reference Price: An amount, as determined by the Calculation Agent in accordance with Section 3.4(d) of the Equity Definitions, unless otherwise specified in the relevant Transaction Supplement.

Adjustments:

Method of Adjustment: Calculation Agent Adjustment.

Extraordinary Events:

New Shares: If Country of Underlier is United States, the text in Section 12.1(i) of the Equity Definitions (i) shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)".

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.

Tender Offer: Applicable; provided that Section 12.1(d) of the Equity Definitions is hereby amended by adding ", or of the outstanding Shares," before "of the Issuer" in the fourth line thereof. Sections 12.1(e) and 12.1(l)(ii) of the Equity Definitions are hereby amended by adding "or Shares, as applicable," after "voting shares".

Consequences of Tender Offers:

[30] Use if a Call Option
[31] Use if a Put Option

Share-for-Share: Modified Calculation Agent Adjustment.

Share-for-Other: Modified Calculation Agent Adjustment.

Share-for-Combined: Modified Calculation Agent Adjustment.

Composition of Combined Consideration: Not Applicable.

Nationalization, Insolvency or Delisting: Cancellation and Payment (Calculation Agent Determination).

Additional Disruption Events:

Change in Law: Applicable; provided that Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by adding the words “or Hedge Positions” immediately after the word “Shares”.

Failure to Deliver: If Cash Settlement applies: Not Applicable; and if Physical Settlement applies: Applicable.

Insolvency Filing: Applicable.

Hedging Disruption: Applicable, provided that the definition of “Hedging Disruption” in Section 12.9(a)(v) of the Equity Definitions is hereby amended by deleting in the third line thereof the words “equity price”.

Hedging Party: Party A.

Loss of Stock Borrow: Applicable, furthermore Sections 12.9(a)(vii) and 12.9(b)(iv) of the Equity Definitions are amended by deleting the words "at a rate equal to or less than the Maximum Stock Loan Rate" and replacing them with "at a rate as determined by the Hedging Party”.

Hedging Party: Party A.

Determining Party: For all Additional Disruption Events, Party A.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable.

Agreements and Acknowledgments

Regarding Hedging Activities: Applicable.

Additional Acknowledgments: Applicable.

2. Calculation Agent: Party A

3. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: as separately notified Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: to be provided

4. Additional Provisions:

Taxes: Party B hereby indemnifies and agrees to indemnify and hold harmless Party A against any change in the rate of any tax, levy, impost, duty, charge, assessment or fee (including any stamp, registration, documentation or similar tax, and including any interest and penalties thereon, if their imposition results from any action or inaction of Party A or any of its Affiliates determined by the Calculation Agent to be commercially reasonable) payable to the relevant tax authorities incurred by Party A (whether such amount is payable by Party A directly or is payable initially by any of Party A’s

Affiliates and Party A agrees to indemnify or hold harmless that Affiliate for the same) in connection with the holding, possession, purchase or sale of the relevant Shares or the securities comprising the relevant Index, or any possession of an interest in or dealing in such Shares or the securities comprising such Index, or any hedging arrangements relating to such Shares or the securities comprising such Index, in connection with this Transaction ("Change in Tax"), provided that the Calculation Agent has determined that the nature of the Change in Tax is such that it is applicable to investors generally when carrying out similar trading or hedging activities in the relevant jurisdiction. Any payment liable to be made by Party B under this paragraph shall be made in the currency in which such Change in Tax amount is due and payable; provided that, Party A shall be entitled to convert any such Change in Tax amount into such other currency as it deems fit (and at an exchange rate determined by it in its sole and reasonable discretion) and shall be entitled to set off such amount against any payment due from Party A to Party B.

Collateral: Party B agrees to provide Eligible Credit Support in accordance with the requirements specified in the relevant Transaction Supplement and the ISDA Credit Support Annex executed between the parties dated (which will constitute a Credit Support Document under the Master Agreement).

Independent Amount with respect to Party B: An amount determined by Party A in a commercially reasonable manner (subject to adjustment by Party A on any Scheduled Trading Day). This amount shall be aggregated with any other Independent Amounts applicable to Party B under the terms of other Transactions hereunder or other Transactions or specified in the Credit Support Annex in determining the amount of all Independent Amounts applicable to Party B for the purposes of calculating the Credit Support Amount under the Credit Support Annex.

TRANSACTION SUPPLEMENT SO

(Cash or Physically-settled European/American Share Option)

SHARE OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Option Transaction entered into between DP ("Party A") and [Client Full Name] ("Party B") on the Trade Date specified below (the "Transaction"). This Transaction Supplement is entered into under the Master Equity Derivatives Confirmation Agreement dated as of [Insert Date] between us, as may be amended from time to time, and, together with the Master Equity Derivatives Confirmation Agreement and the SO General Terms Confirmation attached thereto, constitutes a "Confirmation" as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date: [ ]

[Option Style: American][32]

Option Type: [Call] [Put]

Seller: [Party A] [Party B]

Buyer: [Party A] [Party B]

Shares: [[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]][33]

Number of Options: [ ]

[Option Entitlement: [ ][34]

Strike Price: [ ]

Premium: [ ] [(Premium per Option [ ])]

[Premium Payment Date: [The date that is one Settlement Cycle following the Trade Date] [insert date]][35]

Exchange(s): [ ]

[Related Exchange: [ ]]5

[32] Include if the parties have agreed when entering into the Transaction that the Option Style is American; otherwise, the SO General Terms Confirmation provides that the Option Style is European. If the Option Style is American and Cash Settlement is applicable, the parties may wish to agree to modify the definition of Latest Exercise Time (which is defined as the Expiration Time) when entering into the Transaction.
[33] Use for Share Option Transaction
[34] Include if Option Entitlement is not one.
[35] Include if the parties wish to specify the Premium Payment Date in the relevant Transaction Supplement. If the Premium Payment Date is not so specified, the Equity Definitions provides that the Premium Payment Date will be the date that is one Settlement Cycle following the Trade Date (or, if such date is not a Currency Business Day, the next following Currency Business Day)

[Reference Price: [ ]]

[Settlement Price: [ ]]

Procedures for Exercise:

Expiration Date: [ ]

[Valuation:

[Valuation Time: [ ]]

[Valuation Date: [ ]]

Averaging Dates: [In relation to each Valuation Date,][36][ ]][37]

[Averaging Date Disruption: [ ]][38]

Settlement Terms:

[Default Settlement Method: [ ]]

[Settlement Type: [Vanilla] [Cross-Currency] [Composite]][39]

Reference Currency: [currency of denomination of underlying] [Not Applicable][40]

Settlement Currency: [currency of settlement]

[Cash Settlement Payment Date: [ ] Currency Business Days following the relevant Valuation Date] [Reference Price Source: [ ][41]

[Notice and Account Details:][42]

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[36] Include if an American Option.
[37] Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the SO General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement.
[38] Include if Averaging Date Disruption is not Modified Postponement.
[39] Include which Settlement Type is applicable as defined in the General Terms. Use “Vanilla” when trade is settled in the currency of the underlier.
Use “Cross-Currency when trade is not settled in currency of the underlier, cash settlement amount is converted into the Settlement Currency on the Valuation Date.
Use “Composite” when trade is not settled in the currency of the underlier, Strike Price is stated in the Settlement Currency on the Trade Date, Settlement Price is converted into the Settlement Currency on the Valuation Date.
[40] Include Not Applicable if Settlement Type is Vanilla.
[41] Include if Settlement Type is Cross-Currency or Composite and if your Reference Currency is not contained in the ISDA AEJ Reference Price Source Matrix.
[42] Include notice and/or account information if different from the information provided in the SO General Terms Confirmation. Note that the notice information is also relevant for any notice of exercise to be provided to Seller.

Annex 5: AUTOMATIC TRADING SERVICE AGREEMENT

This Agreement is made and entered into by and between:

the Company ("DP"); and Client (the "User").

Whereas

(A) DP has entered into an ISDA Master Agreement (including, without limitation, a Share Swap and Share Basket Swap Master Confirmation Agreement thereunder, and as amended and supplemented from time to time, the "Derivatives Agreement") with the User, under which DP and the User may enter into share swaps and share basket swaps (each a "Swap Transaction") from time to time;

(B) DP has implemented a system which will allow the User to place orders for entering into Swap Transactions with DP ("the System").

(C) DP wishes to grant the User and the User wishes to be granted, access to the System, on the terms and conditions of this Agreement and any Trading Agreements. Now it is hereby agreed as follows:

1 DEFINITIONS

1.1 All headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement.

1.2 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

"Applicable Laws" includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, governmental or other authority to which a party or the execution of any transactions under the Trading Agreements is subject;

"Confidential Information" means any proprietary information, technical data, or know-how, including, but not limited to, that which relates to specifications, research, products, services, orders, strategies, forecasts, forecast assumptions, methodologies, models, customers, software, developments, inventions, processes, systems, designs, hardware configuration information, marketing or financial data, disclosed by one party ("the Disclosing Party") to the other ("the Receiving Party");

"Intellectual Property Rights" means patents, utility models, rights in inventions, registered and unregistered design rights, copyrights, trade marks, database rights and all other similar rights in any part of the world (including in know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

"Loss" means any and all loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, including, but not limited to, legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related trading position;

"Personal Data" has the meaning given to it in the Personal Data (Privacy) Ordinance, Laws of Vanuatu;

"Receipt Acknowledgement" means an electronic message automatically forwarded to the User by DP acknowledging receipt by DP of an Order;

"Supplier" means a third-party broker or vendor that provides any part of the System to DP (and not the User). For the avoidance of doubt, the User does not have a contractual relationship with any Supplier;

"Trading Agreements" means any and all documentation between the User and DP and includes without limitation the Derivatives Agreement as agreed or amended from time to time.

2 GENERAL CONDITIONS

2.1 DP hereby grants the User a limited non-exclusive, non-transferable right to access and use DP's System to submit orders (the "Orders") for entering into relevant Swap Transactions, through either a DP proprietary or vendor provided electronic front- end trading interface and certain telecommunications systems, subject to the terms and conditions of this Agreement.

2.2 The User's use of the System is an automatic and irrevocable confirmation by the User that all of the User's Orders are duly authorized and in accordance with the Applicable Laws. DP is not bound to enquire into the placement of any Order or its terms.

2.3 DP may, at any time without notice to the User:

2.3.1 cease operation or alter the functionality of the System; and/or

2.3.2 revoke, limit or suspend the User's access to and use of the System, provided that DP shall use reasonable endeavors to provide such notice to the User if practicable in the circumstances.

2.4 The User's relationship with DP under this Agreement is limited to the access to and use by the User of the System, and the User shall comply with the Applicable Laws when accessing and using the System.

2.5 DP shall use reasonable endeavors to ensure that the integrity and security of the System is preserved and maintained. The User shall not access or use the System in a manner that will impact the integrity and security of the System.

2.6 The User confirms that, all times during the term of this Agreement:

2.6.1 It has appropriate arrangements in place to ensure that its users are proficient and competent in using the System;

2.6.2 It understands and has the ability to comply with applicable regulatory requirements; and

2.6.3 It has in place adequate arrangements to monitor the Orders entered through the System.

3 CHOICE AND USE OF THE SYSTEM

3.1 The User acknowledges that the System has not been developed or customised for the User's individual needs and has been selected and is used by the User at its own risk and that DP, unless it has agreed otherwise in writing, shall bear no responsibility for the User's choice or use of the System.

3.2 Unless DP and the User have agreed otherwise in writing, the User is responsible for providing and maintaining any relevant hardware and software (as required by DP and notified to the User from time to time) and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System. The User is responsible for complying with all requirements imposed in relation to its access to and use of the System, including any applicable security procedures, and any applicable agreement entered into by the User in relation to the supply of any part of the System to it.

3.3 The User acknowledges and agrees that its access to and use of the System is at its sole risk.

3.4 The User acknowledges and agrees that the System and/or parts of it may, from time to time, be provided and/or maintained by Suppliers of DP.

4 TERM AND TERMINATION

4.1 This Agreement shall commence on the date mentioned on page 1 of this Agreement and shall, subject to Clause 2.3, continue in force until terminated by either party upon thirty (30) days' prior written notice to the other party.

4.2 For the avoidance of doubt, termination of this Agreement shall not affect the rights and liabilities of the parties that have accrued prior to such termination.

4.3 Clauses 11, 12, 13 and 15 shall survive termination of this Agreement.

5 ORDERS

5.1 All Orders placed through the System are at the User's risk.

5.2 The User acknowledges that the placement of an Order through the System does not guarantee receipt, acceptance or execution of the Order. A Receipt Acknowledgement shall be sent electronically to the User for each Order submitted by the User through the System. The System shall only be deemed to have received any Order when a Receipt Acknowledgement has been sent in respect of that Order.

5.3 The User hereby acknowledges and agrees that the System may reject any Order without having to provide a reason. Such rejection shall be automatically notified to the User, provided that failure to so notify shall not prejudice the effectiveness of any rejection.

5.4 It is the User's responsibility to ensure that an Order has been duly transmitted and to check if a Receipt Acknowledgement has been sent to the User.

5.5 The User acknowledges that, for the purposes of determining whether to accept an Order and enter into a Swap Transaction with the User in connection with such Order, DP may conduct a review of the Order (including reviewing the underlying scope of the Swap Transaction and the maximum swap amount) and the suitability of the relevant transaction to the User. Accordingly, the User acknowledges that the acceptance by DP of any such Order for execution may be delayed.

5.6 The User acknowledges that:

5.6.1 a Swap Transaction, once [concluded] via the System, will be governed by the terms and conditions as set out in the Trading Agreements; and

5.6.2 the User will be deemed to repeat the relevant representations and undertakings in the Trading Agreement in connection with entering into such Swap Transaction.

5.7 The User may request DP to cancel or vary a previous Order by contacting the System support, provided that, DP shall not be liable for any Loss if the Order is not cancelled or varied notwithstanding DP's receipt of such an Order and a request from the User to cancel or vary that Order.

6 PAYMENT

The User shall promptly pay all of DP's fees and/or other charges at such rates and in such manner as shall be mutually agreed from time to time.

7 TRADING RESTRICTIONS

The User's Orders will be subject to the terms and conditions and restrictions as set out in the relevant Trading Agreements.

8 AUTHORIZED PERSONS AND ACCOUNT SECURITY

8.1 The User is responsible for maintaining the confidentiality of its account, including its username, password and one-time password used to access the System (together the "Account Details").

8.2 The User shall not at any time disclose the Account Details, other than to an Authorised Person (defined below) and shall be responsible and liable for any disclosure or use (whether such use is authorised or not) of the Account Details.

8.3 DP shall not be liable to the User or any person for any Loss which may arise as a result of any failure by the User to protect its Account Details.

8.4 The User shall limit access to the System to those authorized persons for whom such access is necessary to perform their duties as an officer or employee of the User and who have been provided the Account Details on a need-to-know basis (an "Authorized Person"). The User shall be responsible for the actions of any persons authorized or unauthorized, who gain access to the System through the User.

8.5 The User shall implement and maintain adequate technical and security measures to mitigate the risk of unauthorised access to the System. DP shall not be liable for inappropriate security, if any, of any network services through which the User may access the System, or for any unauthorized use of the System by the User or any of the User's directors, officers, employees, contractors or agents.

9 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

9.1 The User hereby represents and warrants to DP that:

9.1.1 this Agreement is a legal, valid and binding obligation of the User, enforceable against the User in accordance with its terms;

9.1.2 it has all authorizations, consents, licenses or approvals (whether under the Applicable Laws or otherwise) required to accept and agree to this Agreement, to access and use the System, and to give DP Orders;

9.1.3 any Orders placed are solely and exclusively based on its own judgment and after its own independent appraisal and investigation into the risks associated with such Orders or dealings;

9.1.4 any person(s) empowered to act on the User's behalf has been duly authorized;

9.1.5 each of the Authorized Persons is familiar with, understands, and will keep themselves updated on the Applicable Laws;

9.1.6 it has read and familiarized itself, as appropriate, with the terms and conditions of the Trading Agreements;

9.1.7 it is a sophisticated market participant and is knowledgeable about the System and appreciates and accepts all risks related with trading via such order routing systems;

9.1.8 it has appropriate arrangements in place to ensure that its Authorized Persons are proficient and competent in using the System;

9.1.9 it understands and has the ability to comply with applicable regulatory requirements in Vanuatu relating to electronic trading; and

9.1.10 it has in place adequate arrangements to monitor the orders entered by it into the System.

9.2 DP hereby represents and warrants to the User that it has all rights, authority and licenses to provide the System to the User, as set forth herein.

9.3 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the User transmits Orders using the System.

10 NOTICE BY THE USER

The User shall notify DP immediately upon its becoming aware of any of the following:

10.1 any unauthorized use of the System through the User's access to the System;

10.2 any failure by the User to receive a Receipt Acknowledgement, statement, confirmation, advice and/or other, appropriate response in the ordinary course of business that any Order has been received and/or executed; and/or

10.3 if the User receives a Receipt Acknowledgement, statement, confirmation, advice and/or response relating to an Order which the User did not place.

11 CONFIDENTIALITY

11.1 Both parties undertake not to disclose to any person or persons any Confidential Information and/or documents of the other party that it may acquire in the course of its access and use of the System; and provided, however, that such confidential information may be disclosed:

11.1.1 to the extent required by any Applicable Law;

11.1.2 to the extent reasonably required for the performance of a party's obligations under this Agreement, provided that all the parties so disclosed to are under confidentiality obligations;

11.1.3 pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction;

11.1.4 in connection with any regulatory report, audit or inquiry; or

11.1.5 where requested by a regulator with jurisdiction over the Receiving Party.

11.2 In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall, to the extent permitted by law, give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

11.3 The restrictions set out in Clause 11.1 on both parties shall not apply to information or knowledge which:

11.3.1 is publicly available or becomes publicly available at the time of disclosure through no act or omission of the Receiving Party;

11.3.2 was in the possession of, or demonstrably known by, the Receiving Party prior to its receipt from the Disclosing Party;

11.3.3 is approved for release by the Disclosing Party in writing;

11.3.4 is independently developed by the Receiving Party outside of this Agreement without reliance on or use of the Confidential Information; or

11.3.5 was rightfully obtained by the Receiving Party from third parties without an obligation of confidentiality.

11.4 Each party agrees to maintain the confidentiality of the Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of its own similar proprietary information, and shall not, directly or indirectly:

11.4.1 transfer or disclose any Confidential Information to any third party;

11.4.2 use any Confidential Information other than as contemplated under this Agreement; or

11.4.3 take any other action with respect to Confidential Information inconsistent with the confidential and proprietary nature of such information.

12 INTELLECTUAL PROPERTY

12.1 The User accepts and acknowledges the fact that all Intellectual Property Rights (whether by way of copyright or otherwise) in the System and any documentation provided in relation to the System vest solely in and shall remain the exclusive property of DP or the relevant Supplier.

12.2 The User agrees not to do anything that will violate or infringe DP's or the relevant Supplier's Intellectual Property Rights and shall take all necessary measures to preserve and protect these rights.

13 DATA

13.1 To the extent that the User provides any Personal Data to DP as part of the account opening process, the User represents and warrants that it has the lawful right to:

13.1.1 disclose that Personal Data to DP; and

13.1.2 allow DP to use that Personal Data for the purposes for which it is provided to DP.

13.2 Other than Personal Data provided in accordance with Clause 13.1, the User shall not provide any other Personal Data to DP or cause any other Personal Data to be uploaded or accessed through the System unless otherwise agreed with DP in writing.

14 WARRANTY DISCLAIMER

The System is provided on an "as is", "as available" basis. DP makes no warranty, guarantee or representation of any kind, express or implied in relation to the System (and any results to be obtained from its use), and to the extent permitted by the Applicable Laws, expressly disclaims all statutory or implied warranties, in relation to the System (and any results to be obtained from its use), satisfactory quality, quality or fitness for a particular purpose or use, accuracy, completeness, warranties arising from course of performance, course of dealing and usage of trade or their equivalents under the laws of any jurisdiction, and warranties that its functions will meet the User's requirements, that its operation will be timely, accessible, secure, complete, reliable, uninterrupted or error-free, or that it will be free of viruses or harmful components or that its use will infringe any rights (including intellectual property rights) of a third party).

15 REGULATORY SUPERVISION

DP shall have no liability, and shall not be responsible, for any prejudice, Loss or inconvenience that the User may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over DP. The User shall permit DP to have access to such terminals, computer systems or equipment in respect of the System as DP may request and the User shall co-operate in answering any of their queries and render all reasonable assistance to DP in relation to any aspect of the System.

16 GENERAL INDEMNITY

The User agrees to indemnify DP and each of its respective employees, officers, directors and agents ("Indemnified Persons") against any and all Loss arising against or incurred by the Indemnified Persons as a result of, in connection with or arising out of the User's use of the System, any claims by Suppliers against DP in respect of the User's use of the System, any failure by the User to comply with any of the terms and conditions set out in this Agreement, Orders or transactions placed by the User and/or any activity or inactivity of the User in connection with this Agreement, except for any Loss caused by DP's gross negligence, willful misconduct and/or fraud.

17 GENERAL EXCLUSION

17.1 In addition and without prejudice to any other right or remedy of DP (at law or otherwise), neither DP nor any of its affiliates shall be liable to the User in any respect for any Loss suffered by the User arising out of use of the System. DP shall only be liable to the User if DP has been grossly negligent, fraudulent, in willful default or its liability cannot be lawfully excluded. Without prejudice to the generality of the foregoing, neither DP nor any of its affiliates shall be liable to the User for any indirect or consequential Loss, any anticipated profits or punitive damages. To the extent DP's liability cannot be lawfully excluded but can be limited under law, DP's aggregate liability under or in connection with this Agreement is limited to USD 1,000.

17.2 In the event of any failure, interruption or delay in the performance of DP's obligations hereunder as a result of any act, event or circumstance not reasonably within the control of DP from time to time, including but not limited to:

17.2.1 industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Vanuatu or elsewhere;

17.2.2 service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electrical communications and telecommunication facilities wherever located;

17.2.3 breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or under any communications, telecommunications or computer services or electronic equipment;

17.2.4 defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;

17.2.5 suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker which might affect DP's ability to hedge its exposures under the Swap Transactions; and

17.2.6 orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion, neither DP nor any of its affiliates shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the User or its client/s.

18 GENERAL

18.1 This Agreement may be signed in one or more counterparts.

18.2 To the extent permitted under Applicable Laws, this Agreement may be amended from time to time by DP in its sole discretion, upon reasonable prior notice to the User. The User's continued use of the System shall be considered its acceptance of any such amendments.

18.3 No waiver under any provision of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of or delay by either party in exercising its rights resulting from a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

18.4 Neither party may assign any right of, interest in, or obligation under this Agreement to any third party without the prior written consent of the other party.

18.5 This Agreement supplements and/or amends and is to be read together with the Trading Agreements. In the event of any inconsistency between this Agreement and the Trading Agreements, the terms of this Agreement shall prevail.

18.6 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

18.7 Any failure to exercise or any delay in exercising any right, power, privilege or remedy under this Agreement by any party shall not impair or operate as a waiver thereof in whole or in part.

18.8 This Agreement and the relationship between the User and DP shall be governed by, and construed in accordance with, the laws of the Vanuatu.

18.9 If any provision of this Agreement is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision will be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement will continue and remain in full force and effect.

18.10 Any notice or communication to be made under these terms and conditions of this Agreement shall be deemed to have been served or delivered if sent:

18.10.1 by facsimile, at the time of dispatch;

18.10.2 by hand, at the time left at the relevant address;

18.10.3 by post, forty-eight hours after being put in the post with pre-paid postage and being properly addressed; or

18.10.4 by e-mail, at the time of transmission if the e-mail is sent by DP and, at the time the e-mail is actually received by DP if the e-mail is sent by the User.

18.11 This Agreement is entered into in consideration of the Parties incurring obligations and giving rights under this Agreement and for other DP consideration.

18.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements whether oral or written, with respect thereto.

18.13 In the event of any difference or conflict between this Agreement and DP's Client Agreement (including all the terms of business, appendices and schedules, the "Client Agreement"), in relation to the use of the System and orders placed into the System, this Agreement shall prevail.

Annex 6: RISK DISCLOSURE STATEMENT

WARNING

OTC Derivative Transactions with Affiliates: Please be advised that if you enter into over-the-counter derivative transactions with any of D PRIME VANUATU LIMITED (each of whom "Your Counterparty"), it is important for you to note that Your Counterparty is not licensed by any other financial regulator and hence is not subject to the conduct and prudential supervision by the SFC.

You should also note that Your Counterparty is not regulated by any other financial regulator and as such, you may not receive any regulatory protection at all. The contents of this document have not been reviewed by any regulatory authority of Hong Kong or any other jurisdiction. You ("Counterparty", or "Client") should cautiously consider whether it would be in your best interest to enter into over-the-counter derivative transactions with Your Counterparty instead of a licensed corporation and seek independent professional advice when in doubt.

This Risk Disclosure Statement forms an integral part of the ISDA Master Agreement, MCA and other related documents (" Agreements") entered into between D Prime Vanuatu Limited ("DP") and the Client. The terms defined in the Agreements shall have the same meanings when used herein. The risk factors in this Risk Disclosure Statement are not exhaustive and may be amended or supplemented by additional risk disclosures from time to time. The Client should refrain from making any investment or Transaction unless the Client fully understands the risks involved and has obtained independent advice from the Client's own advisors as the Client considers appropriate.

Swap and Options Transactions transacted under these terms are complex products that involve substantial risks and are suitable only for sophisticated investors who have sufficient knowledge and experience and access to such professional advisers as they shall consider necessary in order to make their own evaluation of the risks and the merits of such an investment (including, without limitation, the tax, accounting, credit, legal, regulatory and financial implications for them of such an investment) and who have considered the suitability of such products in light of their own circumstances and financial condition. In the worst case scenario, you may lose more than the amount you have invested and your potential gain is not capped. Do not invest unless you fully understand and are willing to assume the associated risks.

Swap and Options Transactions transacted under these terms are available to professional investors only.

NATURE OF SWAP AND KEY TERMS AND FEATURES

Transactions documented under this MCA are equity total return swaps transactions offered by DP. The underlying assets are shares or baskets of shares listed in stock exchanges (the "Securities"). The performance of the Transactions are linked to the performance of the underlying Securities. The prices of the Securities can and do fluctuate, sometimes dramatically. The price of a share may move up or down, and may become valueless. It is possible that losses will be incurred rather than profit made as a result of buying and selling Securities.

If the underlier for a Transaction is a share basket, the negative performance of one or more components of the basket may negate any positive performance of other components. For example, while the prices, values, or levels of some components may increase over the term of the Transaction, the prices, values, or levels of other components may not increase during the term of the Transaction as much or may decline. Therefore, in respect of the value of the Transaction or the amount of any payments or deliveries to be made under the Transaction, changes in the prices, value, or levels of one or more of the components may be moderated, or offset, by lesser changes or inverse changes in the

prices, values, or levels of one or more of the other components. This effect may be further amplified by differing weights of each component. More heavily weighted components will have a larger impact on the value of the Transaction or the amount of any payments or deliveries to be made under the Transaction than components with lesser weightings.

Settlement mechanism: default settlement is cash settlement unless otherwise agreed by the parties.

Underlying assets: the Securities may include one or more shares listed in stock exchanges such as Hong Kong Stock Exchange, Shanghai Stock Exchange or Shenzhen Stock Exchange, as agreed and specified by the Counterparty and DP prior to entering into the relevant transactions.

Optional Termination: DP may elect to terminate the Transaction in whole or in part on any Scheduled Trading Day prior to the Valuation Date by giving you notice orally or in writing specifying the number of Shares (or number of Baskets) in respect of which it wishes to terminate the Transaction and the proposed early termination date.

Nature Of Options And Key Terms And Features

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably.

The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

The description given in this section is for your information only, and is not an exhaustive description of all features of the Transaction. In the event of any conflict between the description given in this section and the other terms of the Transaction, such other terms shall prevail.

RISK FACTORS

Market risk: The Securities can and do fluctuate, sometimes dramatically, and therefore you are subject to the market risks in connection with each such underlying Securities. If you have been provided with any past performance information, you should be aware that past performance is not indicative of future performance. No representation or warranty is made that any indicative performance or return indicated will be achieved in the future.

Credit risk: Any Transaction which requires DP to make payments to you will expose you to the credit risk of DP (as opposed to the credit risk of a central clearing corporation as would generally be the case with exchange-traded products).

Early termination feature: upon occurrence of certain Additional Disruption Event (for instance, if there is a Change in Law event or Insolvency Filing or Hedging Disruption event or Increased Cost of Hedging Event), the relevant transactions may be early terminated. Upon early termination, the Close-out Amount with respect to such terminated Transaction that would be payable by one party to the other shall be determined by the Calculation Agent in accordance with the determination method provided in the Agreement.

Early exit penalty: the penalty for early exit is the Break Funding Cost, which means in relation to a Transaction, the difference between (a) assuming the Transaction was not early terminated, Fixed Amount payable by the Counterparty calculated on the basis of the scheduled Termination Date, and (b) in the event of an early termination, Fixed Amount payable by the Counterparty calculated on the basis of the Early Termination Date.

No secondary market: There is no secondary market available for Swap Transactions transacted under these terms.

Non-Reliance: Neither DP nor any of its Affiliates has given any sponsorship, consent, sale, recommendation or other advice as to the suitability or appropriateness of entering into the Transaction with respect to the Securities included therein for any particular purpose of the Counterparty (including for accounting, tax, legal investment, regulatory and other purposes), and the Counterparty has not relied, and will not rely, on any statement or other information furnished by DP nor any of its Affiliates for any such purpose.

Leveraged exposure to performance of the Securities: The Transactions may provide a leveraged exposure to the performance of the Securities. Leverage increases volatility and amplifies losses and gains. Leveraged securities magnify losses in adverse market conditions compared to an unleveraged or direct investment in the Securities.

Counterparty should be aware that upon termination of the Transactions (whether at early termination, optional termination or final termination), any amount payable to the you will be subject to the deduction of an amount equal to certain percentage of the Excess Interest, leveraged financing amount and/or interest amounts. In each case, the Counterparty may therefore receive less than they would otherwise, and may receive zero and may be required to pay more to DP upon termination.

Not the same as investing in the Securities: Entering into the Swap Transactions are different from holding the underlying Securities directly. You have no ownership of, or rights to, the underlying Securities referenced by a Transaction. The market value of a Transaction may not reflect movements in the price of such underlying Securities. Payments made under a Transaction may differ from payments made under the underlying Securities.

Additional margin: The investments carry a high degree of risk. The amount of initial margin is small relative to the value of the Transactions so that Transactions are leveraged or geared. A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit: this may work against the Client as well as for the Client. Client may be called upon by the Calculation Agent to pay substantial additional funds on short notice. If the Client fails to comply with a request for additional funds within the time prescribed, the relevant Transactions may be early terminated at a loss and the Client will be liable for any resulting deficit.

Transfer of Title: Margins transferred by Counterparty to DP will be on a title transfer basis. Counterparty will only have a contractual claim for returning such margin and will not receive any interest from the margin it posts.

Foreign Currency Risks: The profit or loss on transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction), or on transactions in respect of which the underlying asset is denominated in a different currency as the settlement currency of the transactions will be affected by fluctuations in currency exchange rates where there is a need to convert from the currency denomination of the contract to another currency.

If you enter into such transaction, you are exposed to risks that exchange rates may significantly change (including changes due to devaluation of one of the underlying currencies) and the risk that authorities with jurisdiction over one of the underlying currencies may impose or modify exchange controls. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect

Suspension or Restriction of Trading and Pricing Relationships: Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

Liquidation of Position: Under certain market conditions, you may find it difficult or impossible to liquidate our hedging position and this may in turn affect your ability to early terminate the transaction or the price at which the early termination amount will be determined.

Possible conflicts of interest: DP, and certain named agents (e.g. the Calculation Agent) may be the same or affiliated corporate entities. In their respective roles, DP or the various named agents may retain various powers of discretion which may have a material impact on the Transactions. These discretions may be exercised (or not be exercised) in a way that could adversely affect the Counterparty. DP and its affiliates may also from time to time engage in transactions involving the underlying Securities for themselves or their clients. Such trading may adversely affect the value of the Securities.

RISK OF SWAP TRANSACTIONS

In a swap transaction, two parties agree to exchange specific quantities of two different assets. As an example, in an equity swap, this usually involves the transfer of the return attributable to a specified amount of underlying asset from one party (the equity amount payer) to another (the equity amount receiver) and the return is generally based on changes in the price or level of the underlying asset between one or more valuation dates. Payment under the underlying asset leg of the equity swap is made by the equity amount payer if the amount is positive and by the equity amount receiver if the return is negative. In addition, an equity swap will generally comprise a financing leg where the equity amount receiver will make periodic payments to the equity amount payer of a notional amount by reference to a fixed or floating rate. In this case, the party receiving the fixed or floating rate (the equity amount payer) will only make a gain if the fixed or floating rate is higher than the performance of the underlying asset.

Movements in exchange rates, interest rates or the market price of the underlying asset of the swap transaction may significantly affect your position. Movements in exchange rates, interest rates or the market price of the underlying instruments of the swap transaction can also be affected by various factors, including inflationary fears and weakening currency. There may not be any logical reason for markets to act in a certain way, making it difficult to anticipate such movements.

RISK OF OFF EXCHANGE OR OVER THE COUNTER ("OTC") TRANSACTIONS

Transactions subject to the Agreement will be off-exchange. While some off-exchange markets are highly liquid, transactions in off-exchange, over the counter or "non-transferable" derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price. Before you undertake such transactions you should familiarise yourself with the applicable rules and attendant risks.

RISKS RELATED TO THE UNDERLYING ASSETS

(a) Shares

The performance of shares is unpredictable. It depends on financial, political, economic and other events as well as a share issuer's earnings, market position, risk situation, shareholder structure and distribution policy.

The share price of the relevant company could move substantially in response to specific corporate, economic or general market news or developments affecting the company, country, region, exchange, market or industry and this could pose a significant event risk.

(b) Emerging Markets

Investments in emerging markets investment instruments need careful and independent assessment by you of each investment and the risks (including without limitation sovereign risk, issuer risk, price risk and liquidity risk). Further you should be aware that, while such investments can yield high gains, they can also be highly risky as the markets are unpredictable and there may be inadequate regulations and safeguards available to investors.

RISKS RELATED TO THE SECURITIES LISTED ON PRC STOCK EXCHANGES OR CHINA CONNECT

China Connect Risk: Foreign investors may invest in A Shares, being securities denominated in CNY that are traded on the securities market of the People's Republic of China (excluding Hong Kong, Macau and Taiwan) (the "PRC"), through China Connect, if the A Shares are eligible securities listed and traded on the Shanghai Stock Exchange ("SSE") or the Shenzhen Stock Exchange ("SZSE") ("China Connect Securities"). "China Connect" is a securities trading and clearing programme developed by The Stock Exchange of Hong Kong Limited ("SEHK"), the SSE, SZSE, Hong Kong Securities Clearing Company Limited ("HKSCC") and China Securities Depository and Clearing Corporation Limited ("CSDCC") for the establishment of mutual market access between (a) SEHK and (b) SSE and SZSE.

If the Securities are China Connect Securities, DP or its affiliates may (but are not obliged to) choose to hedge its obligations using China Connect. Trading through China Connect is subject to a number of restrictions which may restrict or affect an investment in China Connect Securities, including (but not restricted to) the application of PRC laws and regulations to investors in China Connect Securities, pre-trade checking to prevent naked short-selling, the application of daily quotas that apply to Northbound trading through the China Connect Service and restrictions on the ability of an investor to take up certain types of rights issuances through China Connect.

In addition, the application and interpretation of the laws and regulations of Hong Kong and the PRC and the rules, policies or guidelines published or applied by any regulator which regulates China

Connect and activities relating to China Connect, or any exchange, clearing system or other entity which provides services relating to China Connect (including without limitation, the SEHK and any relevant subsidiary, HKSCC, SSE, SZSE or CSDCC) in respect of China Connect or any activities arising from China Connect may change or develop from time to time and there is no assurance as to whether or how such changes or developments may restrict or affect an investment in China Connect Securities.

Risks of Investing in the PRC Securities Market and Derivative Instruments relating to It: The PRC capital market is still at a premature stage. Regulation of the PRC capital market is heavily influenced by government policies and is less transparent and less efficient than the regulation of developed capital markets. There still remain allegations of and convictions for malpractices such as market manipulation and insider trading. The stock price of a PRC listed company may not therefore reasonably reflect its intrinsic value. In addition, the disclosure of information by a PRC company with respect to its financial status may not always be complete and reliable. If the stock price of a PRC listed company does not reasonably reflect its intrinsic value, such pricing inaccuracy will be passed through to derivative instruments. In addition, the revised PRC Securities Law (promulgated on 28 December 2019 and effective as of 1 March 2020) governing the PRC securities market provides that, offshore offering and trading activities of domestic securities, if determined to be disrupting the domestic market order or being detrimental to any legal rights and interests of domestic investors, may also be subject to the provisions and liabilities under the PRC Securities Law. This gives relevant PRC authorities extra-territorial jurisdiction which was not in the previous versions of PRC Securities Law.

China Government and Regulatory Intervention; Suspension of China Connect Securities traded through China Connect: China Connect Securities may be affected (which may be positive or negative) by the intervention of the Chinese Government and/or regulatory bodies in the China market. Such intervention mechanisms include, but are not limited to, the introduction and/or suspension of circuit breakers to the China stock market, the injection of capital into the China market to provide liquidity and increases or decreases to banks' reserve requirement ratio. China Connect Securities traded through China Connect may also be more volatile and unstable if such China Connect Securities are suspended from trading. Such suspension may be prolonged for a considerable period of time and volatility and settlement difficulties relating to such China Connect Securities may also result in significant fluctuations in the prices, and may adversely affect the value, of the Notes.

PRC Taxation Risk: There is a high degree of uncertainty around the laws and regulations on the taxes to be imposed in relation to investments in China Connect Securities. The PRC tax authorities issued a tax circular (the "China Connect Tax Circular") on 31 October 2014 to clarify that income tax will be temporarily exempted in respect of the realized gains derived by Hong Kong investors from the transfer of China Connect Securities through China Connect but that dividends paid in respect of China Connect Securities purchased through China Connect will be subject to a 10 per cent. withholding tax. However, the China Connect Tax Circular does not specify an expiry date for such income tax exemption and there can be no assurance that tax will not be payable in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof.

CNY Exchange Risk: CNY is currently not a freely convertible currency. It is subject to foreign exchange control policies and repatriation restrictions imposed by the PRC central government.

Any holding or investment in CNY or CNY-related products may be subject to exchange rate risks (including, but not limited to, lower liquidity and higher volatility) which are less common with respect to freely convertible currencies. The rate of exchange of CNY may fluctuate suddenly, unpredictably and significantly, according to the currency policy adopted from time to time by the PRC government. These fluctuations may adversely affect the amount and the value of the investor's holdings or any payments due to the investor or any payments required to be made by the investor in relation to any investment.

In addition, if the investor's reference currency is not CNY, changes in the relative value of CNY to the investor's reference currency will impact the value of CNY holdings and investments to the investor. Foreign exchange rates tend to change suddenly and unpredictably, sometimes by significant amounts.

Risks of Transactions in Other Jurisdictions: Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade it should enquire about any rules relevant to its particular transaction. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the transaction has been effected. You should familiarise yourself with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

Commission and Other Charges: Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase its loss.

Disclaimer on Third Party Information: the Company (DP) makes no representation or warranty, expressly or impliedly, on any accuracy, completeness or accountability in relation to any information contained in the transaction documents which is derived from independent sources.

Effect by DP's Hedging Activities: DP usually hedges its exposure under OTC derivatives transactions although it may elect not to hedge or to partially hedge any exposure. DP's hedging activities may be conducted through transactions in the underlying asset, index or instrument or in options, futures, swap or other derivatives related to the underlying asset, index or instrument on publicly traded markets or otherwise, and may have an impact on the price of the underlying asset. If a transaction is cash settled, DP may unwind or offset any hedge it has for such transaction in close proximity to the relevant valuation time or period. In some cases, this activity may affect the value of the transaction.

RISK IN CONNECTION WITH TRADING FACILITIES AND ELECTRONIC TRADING

Trading facilities may be supported by computer-based component systems and mainly consists of any software, hardware or telecommunication equipment provided by DP or any third party service providers to electronically connect you to the order placement and management and routing system operated by DP, which may rout your order for execution by DP or its affiliates. Specific services available to you will be placed and demonstrated through the electronic trading facilities. As with all facilities and systems, they are vulnerable to temporary disruptions or failures.

No condition, warranty or representation of any kind is or has been given by or on behalf of DP in respect of the electronic trading facilities, which are provided "as is" and "as available" without warranty that access to the electronic trading facilities will be uninterrupted, timely, secure or error-free or will meet your requirements. To the fullest extent permitted by applicable law, DP expressly disclaims all warranties and conditions, express or implied, including, but not limited to, any warranties and conditions of merchantability or satisfactory quality and fitness for a particular purpose and non-infringement of third-party rights. The electronic trading services and the electronic trading facility may incorporate third party components (such as third-party software). DP makes no representation or warranty as to the suitability or otherwise of any such third-party components and in no event shall DP be liable to you or any third parties for any loss arising out of or in connection with the use of any such third-party components.

ACKNOWLEDGEMENT BY CLIENT

I/We have read this Risk Disclosure Statement and fully understand and am/are willing to assume the relevant risks.

I/We hereby acknowledge that I/we have received a copy of this Risk Disclosure Statement and that I/we have read, understood and accepted its nature and contents. I/We also appreciate that it is not and cannot be taken as a comprehensive or exhaustive list of all possible risks. I/We further confirm that I/we have been given the opportunity to ask questions and to take independent professional advice if I/we so wished.

In the event of any inconsistency between the English version of this document and any translation, the English version will prevail. I/we acknowledge that if I/we am/are in any doubt as to the meaning of the English language version or the accuracy of any translation, I/we should seek independent advice before signing.