

February 22, 2010

2009 PAN-ASIA INTERDEALER MASTER EQUITY DERIVATIVES
CONFIRMATION AGREEMENT

This 2009 Pan-Asia Interdealer Master Equity Derivatives Confirmation Agreement (“**Master Confirmation Agreement**”) is dated as of [*Insert Date*] between [*Insert full legal name of Party A*] (“**Party A**”) and [*Insert full legal name of Party B*] (“**Party B**”). The parties agree:

1. Definitions. This Master Confirmation Agreement (which term includes each applicable Annex hereto) incorporates by reference the 2002 ISDA[®] Equity Derivatives Definitions (the “**Equity Definitions**”) and the ISDA 2006 Definitions (the “**2006 Definitions**”, and together with the Equity Definitions, the “**Definitions**”), each as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”). If there is any inconsistency between the Equity Definitions and the 2006 Definitions, the Equity Definitions will govern. If there is any inconsistency between the Definitions and this Master Confirmation Agreement, this Master Confirmation Agreement will govern. Any capitalised term not otherwise defined herein shall have the meaning assigned to such term in the Definitions.
2. Coverage. Unless the parties agree otherwise at the time of trading, if as of the Trade Date a transaction is an equity derivative transaction with an Exchange in a Pan-Asia Country (each a “**Transaction**”) and is set out in a Transaction Supplement substantially in the form attached to an Annex specified in Exhibit I hereto (a “**Covered Transaction**”), then that Covered Transaction is subject to the terms of this Master Confirmation Agreement. If a single trade is composed of more than one Covered Transaction, each Covered Transaction is subject to this Master Confirmation Agreement and the parties intend that each Covered Transaction should be separately documented with an individual Confirmation (as defined below). The execution of this Master Confirmation Agreement does not require the parties to document Covered Transactions in accordance with this Master Confirmation Agreement. Further, the parties may specify that any other equity derivative transaction is a Covered Transaction and accordingly will be subject to this Master Confirmation Agreement.

Exhibit I hereto may be amended in writing by the parties from time to time.

“**Pan-Asia Country**” means each of Australia, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Taiwan, Thailand, Vietnam and each other country as agreed between the parties.

3. Confirmation Process. Unless otherwise agreed by the parties, the Seller (as defined in the relevant Transaction Supplement) in respect of each Option Transaction and the Equity Amount Payer (as defined in the relevant Transaction Supplement) in respect of each Share Swap Transaction or Index Swap Transaction must prepare the transaction supplement, which (i) shall be substantially in the form attached to an applicable Annex

specified in the Exhibit hereto for such Transaction, (ii) shall include, at a minimum, all the information set out in the form of Transaction Supplement relevant to the Transaction for which a default election is not provided in the relevant General Terms Confirmation or the Definitions, and (iii) shall state that it is a Transaction Supplement which supplements, forms a part of, and is subject to this Master Confirmation Agreement (each, a “**Transaction Supplement**”). Such Transaction Supplement will supplement, form a part of, and be subject to, the ISDA Master Agreement between [*Insert full legal name of Party A*] and [*Insert full legal name of Party B*] dated as of [*Insert Date*], as amended and supplemented from time to time (the “**Master Agreement**”), and the “Confirmation” of such Transaction shall consist of this Master Confirmation Agreement including the relevant form of General Terms Confirmation contained in an applicable Annex specified in the Exhibit hereto (each, a “**General Terms Confirmation**”) for such Transaction as supplemented by the trade details applicable to such Transaction as set forth in the Transaction Supplement.

In the event of any inconsistency between (i) this Master Confirmation Agreement and a General Terms Confirmation, the General Terms Confirmation shall govern for the purposes of the Transactions documented pursuant to such General Terms Confirmation; (ii) this Master Confirmation Agreement, the relevant General Terms Confirmation and a Transaction Supplement, the Transaction Supplement shall govern for the purposes of the relevant Transaction; and (iii) the Definitions and a Transaction Supplement, the Transaction Supplement shall govern for the purposes of the relevant Transaction.

4. 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. This Master Confirmation Agreement and each Covered Transaction confirmed by a Transaction Supplement will be governed by and construed in accordance with the law specified in the Master Agreement.
- (f) Termination. Either party may terminate this Master Confirmation Agreement on giving notice to the other party at the contact details listed below or, if different, in the relevant Annex, in which case this Master Confirmation Agreement does not apply to Transactions with a Trade Date after the Local Business Day on which such notice is given.
- (g) Third Party Rights. If English law applies to this Master Confirmation Agreement, no person that is not a party to the Master Confirmation Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Master Confirmation Agreement.
- (h) Office: For the purposes of the Master Agreement,
 - (i) The Office of Party A is [●]; and
 - (ii) The Office of Party B is [●].
- (i) Notice and Account Details:
Contact Details for Notices:
Party A: [●]
Party B: [●]
Payment and Delivery Instructions:
Party A: As separately notified
Party B: As separately notified

IN WITNESS WHEREOF the parties have executed this agreement with effect from the date specified on the first page of this agreement.

[Insert full legal name of Party A]

[Insert full legal name of Party B]

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

APPLICABLE ANNEXES

[*Insert full legal name of Party A*] (“**Party A**”) and [*Insert full legal name of Party B*] (“**Party B**”) have agreed on the relevant Incorporation Date specified below that the following Annexes (including the related Transaction Supplements) attached hereto, will be subject to this 2009 Pan-Asia Interdealer Master Equity Derivatives Confirmation Agreement, effective as of the Annex Effective Date specified below:

Annex	Incorporation Date	Annex Effective Date
Annex PAISS (Cash-settled Share Swap)	[•]	[•]
Annex PAIIS (Cash-settled Index Swap)	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]