
Confirmations for use with the 2002 ISDA

Equity Derivatives

Definitions

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**INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.
360 Madison Avenue, 16th Floor
New York, N.Y. 10017**

TABLE OF CONTENTS

Page

EXHIBIT I

Sample Form for a Letter Agreement or Telex Confirming a Transaction.....	1
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EXHIBIT II

Sample Forms of Specific Provisions for Different Types of Transaction

A.	Cash-settled Index Option Transaction.....	5
B.	Cash-settled Share Option Transaction.....	10
C.	Physically-settled Share Option Transaction	17
D.	Cash-settled Index Basket Option Transaction.....	23
E.	Cash-settled Share Basket Option Transaction.....	29
F.	Physically-settled Share Basket Option Transaction	37
G.	Cash-settled Index Forward Transaction	44
H.	Cash-settled Share Forward Transaction	48
I.	Physically-settled Share Forward Transaction.....	54
J.	Cash-settled Index Basket Forward Transaction	60
K.	Cash-settled Share Basket Forward Transaction	65
L.	Physically-settled Share Basket Forward Transaction.....	72
M.	Cash-settled Index Swap Transaction	79
N.	Cash-settled Share Swap Transaction	84
O.	Physically-settled Share Swap Transaction	91
P.	Cash-settled Index Basket Swap Transaction	98
Q.	Cash-settled Share Basket Swap Transaction	104
R.	Physically-settled Share Basket Swap Transaction	112

**Introduction, Standard Paragraphs and Closing for a
Letter Agreement or Telex Confirming a Transaction**

*Heading for Letter*¹

[Letterhead of Party A]

[Date]

Transaction

[Name and Address of Party B]

*Heading for Telex*²

Date:

To: [Name and Telex Number of Party B]

From: [Party A]

Re: [Option][Forward][Swap] Transaction

Dear :

The purpose of this [letter agreement/telex] (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any₃ inconsistency between the Equity Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between [Name of Party A] ("Party A") and [Name of Party B] ("Party₄B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

¹ Delete as applicable.

² Delete as applicable.

³ If, for an Equity Swap Transaction, the parties also wish to incorporate the 2000 ISDA Definitions, this paragraph should be replaced by the following: "The definitions and provisions contained in the 2000 ISDA Definitions, which consolidate and update the 1991 ISDA Definitions, the 1998 Supplement to the 1991 ISDA Definitions and certain provisions of the 1998 Euro Definitions (the "Swap Definitions") and in the ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern."

⁴ If the parties have not yet executed, but intend to execute, an ISDA Master Agreement include, instead of this paragraph, the following: "This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the

[INSERT RELEVANT ADDITIONAL PROVISIONS FROM ONE OF EXHIBITS II-A to II-R]

3. Calculation Agent.⁵

[4. agrees to provide the following Credit Support Document [or agrees to provide the following in accordance with [specify Credit Support Document]:]

[5.] Account Details:

Account for payments to Party A:

[Account for delivery of Shares to Party A:]

Account for payments to Party B:

[Account for delivery of Shares to Party B:]

[6. Offices:

(a) The Office of Party A for the Transaction is ; and

(b) The Office of Party B for the Transaction is .

[7. Broker/Arranger:]

[8. Governing law: [English law][the laws of the State of New York (without reference to choice of law doctrine)]⁷

⁸
Closing for Letter

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

ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of, and be subject to that agreement. All provisions contained or incorporated by reference in that agreement upon its execution will govern this Confirmation except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") confirming transactions (each a "Transaction") entered into between us (notwithstanding anything to the contrary in a Confirmation), shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule except for the election of [English law][the laws of the State of New York] as the governing law and [specify currency] as the Termination Currency) on Trade Date of the first such Transaction between us. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction."

⁵ If the Calculation Agent is a third party, the parties will want to consider any documentation necessary to confirm its undertaking.

⁶ Include if the parties have not yet executed an ISDA Master Agreement (even if relying on inclusion of the paragraph set out in footnote 4 above).

⁷ Delete as appropriate.

⁸ Delete as applicable.

which this Confirmation relates and indicates your agreement to those terms.

Yours sincerely,

[PARTY A]

By: _____
Name:
Title:

Confirmed as of the date first above written:

[PARTY B]

By: _____
Name:
Title:

*Closing for Telex*⁹

Please confirm that the foregoing correctly sets forth the terms of our agreement by sending to us a letter or telex substantially similar to this telex, which letter or telex sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms, or by sending to us a return telex substantially to the following effect:

"Re:

We acknowledge receipt of your telex dated [] with respect to the above-referenced Transaction between [Party A] and [Party B] with a Trade Date of [] and an Expiration Date of [] and confirm that such telex correctly sets forth the terms of our agreement relating to the Transaction described therein. Very truly yours, [Party B], by [specify name and title of authorized officer]."

Yours sincerely,

[PARTY A]

By: _____
Name:
Title:

⁹Delete as applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Index Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date: []

Option Style: [American] [Bermuda] [European]

Option Type: [Call] [Put]

Seller: [Party A] [Party B]

Buyer: [Party A] [Party B]

Index: []

Number of Options: []

[Multiplier: []]¹⁰

Strike Price: []¹¹

Premium: [] [(Premium per Option [])]¹²

Premium Payment Date: []

Exchange: []

Related Exchange(s): []¹³

[Knock-in Event: [Applicable]]¹⁴

¹⁰ Include Multiplier if it is intended that the Option Cash Settlement Amount will be based on a percentage of the performance of the Index or another amount.

¹¹ This should be expressed as a level for the Index.

¹² If Premium per Option is specified, the Premium shall be the product of the Premium per Option and the Number of Options.

¹³ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

¹⁴ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []¹⁵

[Knock-out Event: [Applicable]¹⁶

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []¹⁷

Procedures for Exercise:

[Commencement Date: []¹⁸

[Potential Exercise Date(s): []¹⁹

[Latest Exercise Time: [] [a.m./p.m.] (local time in)]²⁰

Expiration Time: [] [a.m./p.m.] (local time in)²¹

Expiration Date: []

Multiple Exercise: [Applicable][Not Applicable]

[Minimum Number of Options: []

Maximum Number of Options: []

¹⁵ Include if Knock-in Event is applicable.

¹⁶ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

¹⁷ Include if Knock-out Event is applicable.

¹⁸ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

¹⁹ Include if a Transaction for a Bermuda Option.

²⁰ Include if a Transaction for an American Option or a Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

²¹ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

Integral Multiple: []²²
Automatic Exercise: [Applicable][Not Applicable]

Seller's [Agent's]²³ Telephone
Number and Telex and/or
Facsimile Number and Contact
Details for purpose of Giving
Notice: []

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)²⁴
Valuation Date: [The][Each]²⁵ Exercise Date
[Averaging Dates: [[In relation to each Valuation Date]²⁶]
Averaging Date Disruption: [Omission][Postponement][Modified Postponement]
Relevant Price: []²⁷
[Futures Price Valuation: [Applicable][Not Applicable]
Exchange-traded Contract: []²⁸

Settlement Terms:

Cash Settlement: Applicable
Settlement Currency: []
Settlement Price: []

²² Include if a Transaction providing for Multiple Exercise.

²³ Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

²⁴ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

²⁵ Include if a Transaction providing for Multiple Exercise.

²⁶ Include if a Transaction providing for Multiple Exercise.

²⁷ Include if Averaging is applicable.

²⁸ Include if Futures Price Valuation is applicable to the Index.

Cash Settlement Payment Date: [In respect of each Exercise Date,]²⁹ one Settlement Cycle following the [related Valuation Date]³⁰ [final Averaging Date]³¹

[Option Cash Settlement Amount: []

Strike Price Differential: []³²

Index Adjustment Event:

Index Cancellation: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Index Modification: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Index Disruption: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Additional Disruption Events:

[Change in Law: [Applicable]]³³

[Hedging Disruption: [Applicable]

Hedging Party: []³⁴

[Increased Cost of Hedging: [Applicable]

Hedging Party: []³⁵

[Loss of Stock Borrow: [Applicable]

Maximum Stock Loan Rate: []

Hedging Party: []³⁶

²⁹ Include if a Transaction providing for Multiple Exercise.

³⁰ Include if a Transaction for an American Option.

³¹ Include if Averaging is applicable.

³² The parties do not need to specify how the Option Cash Settlement Amount and/or the Strike Price Differential will be determined unless they wish to amend the terms of Section 8.2 and/or 8.3, respectively.

³³ Include if Change in Law is applicable.

³⁴ Include if Hedging Disruption is applicable.

³⁵ Include if Increased Cost of Hedging is applicable.

³⁶ Include if Loss of Stock Borrow is applicable.

[Increased Cost of Stock Borrow:[Applicable]

Initial Stock Loan Rate: []

Hedging Party: []³⁷

[Determining Party: [Buyer] [Seller] [Buyer and Seller]]³⁸

Non-Reliance: [Applicable] [Not Applicable]

Agreements and Acknowledgments
Regarding Hedging Activities: [Applicable] [Not Applicable]

Index Disclaimer: [Applicable] [Not Applicable]

Additional Acknowledgments: [Applicable] [Not Applicable]

³⁷ Include if Increased Cost of Stock Borrow is applicable.

³⁸ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Share Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date: []

Option Style: [American] [Bermuda] [European]

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]*

Number of Options: []

[Option Entitlement: [] Share(s) per Option]³⁹

Strike Price: []⁴⁰

Premium: [] [(Premium per Option [])]⁴¹

Premium Payment Date: []

Exchange: []

³⁹ The default Option Entitlement is one Share per Option. It is only necessary to specify an Option Entitlement if an Option Entitlement other than one Share per Option is desired.

⁴⁰ This should be expressed as Strike Price per Share. The parties may insert an amount or a formula from which the Strike Price will be determined and the adjustments, if any, that dividend payments would occasion.

⁴¹ If Premium per Option is specified, the Premium shall be the product of the Premium per Option and the Number of Options.

Related Exchange(s): []⁴²

[Knock-in Event: [Applicable]⁴³

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []⁴⁴

[Knock-out Event: [Applicable]⁴⁵

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []⁴⁶

Procedures for Exercise:

[Commencement Date: []⁴⁷

[Potential Exercise Date(s): []⁴⁸

[Latest Exercise Time: [] [a.m./p.m.] (local time in)⁴⁹

Expiration Time: [] [a.m./p.m.] (local time in)⁵⁰

⁴² If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

⁴³ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁴⁴ Include if Knock-in Event is applicable.

⁴⁵ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

⁴⁶ Include if Knock-out Event is applicable.

⁴⁷ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

⁴⁸ Include if a Transaction for a Bermuda Option.

⁴⁹ Include if a Transaction for an American Option or a Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

⁵⁰ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

Expiration Date: []

Multiple Exercise: [Applicable][Not Applicable]

[Minimum Number of Options: []

Maximum Number of Options: []

Integral Multiple: []⁵¹

Automatic Exercise: [Applicable][Not Applicable]

Seller's [Agent's]⁵² Telephone
Number and Telex and/or
Facsimile Number and Contact
Details for purpose of Giving
Notice: []

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)⁵³

Valuation Date: [The][Each]⁵⁴ Exercise Date

[Averaging Dates: [[In relation to each Valuation Date]⁵⁵]

Averaging Date Disruption: [Omission][Postponement][Modified Postponement]

Relevant Price: []⁵⁶

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: []

Settlement Price: []

⁵¹ Include if a Transaction providing for Multiple Exercise.

⁵² Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

⁵³ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the close of the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

⁵⁴ Include if a Transaction providing for Multiple Exercise.

⁵⁵ Include if a Transaction providing for Multiple Exercise.

⁵⁶ Include if Averaging is applicable.

Cash Settlement Payment Date: [In respect of each Exercise Date,]⁵⁷ one Settlement Cycle following the [related Valuation Date]⁵⁸ [final Averaging Date]⁵⁹

[Option Cash Settlement Amount: []

Strike Price Differential: []⁶⁰

[Settlement Method Election: [Applicable] [Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]⁶¹

[Dividends:

Extraordinary Dividends: []⁶²

Share Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

[Options Exchange: []⁶³

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: [Alternative Obligation] [Cancellation and Payment ([Agreed Model] [Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

⁵⁷ Include if a Transaction providing for Multiple Exercise.

⁵⁸ Include if a Transaction for an American Option.

⁵⁹ Include if Averaging is applicable.

⁶⁰ The parties do not need to specify how the Option Cash Settlement Amount and/or the Strike Price Differential will be determined unless they wish to amend the terms of Section 8.2 and/or 8.3, respectively.

⁶¹ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date.

⁶² If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

⁶³ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

Share-for-Other:	[Alternative Obligation] [Cancellation and Payment ([Agreed Model] [Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[] ⁶⁴
[Stock Loan Rate:	[] ⁶⁵
[Tender Offer:	[Applicable]] ⁶⁶
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[] ⁶⁷
[Stock Loan Rate:	[] ⁶⁸

⁶⁴ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

⁶⁵ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of any Merger Event. The rate specified should be a combined interest rate and stock loan rate.

⁶⁶ Include if Tender Offer is applicable.

⁶⁷ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

Composition of Combined Consideration:	[Applicable] [Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-Out] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
[Stock Loan Rate:	[]] ⁶⁹
Additional Disruption Events:	
[Change in Law:	[Applicable]] ⁷⁰
[Failure to Deliver:	[Applicable]] ⁷¹
[Insolvency Filing:	[Applicable]] ⁷²
[Hedging Disruption:	[Applicable]
Hedging Party:	[]] ⁷³
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[]] ⁷⁴
[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[]] ⁷⁵
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[]] ⁷⁶

⁶⁸ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of any Tender Offer. The rate specified should be a combined interest rate and stock loan rate.

⁶⁹ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of a Nationalization, Insolvency or Delisting. The rate specified should be a combined interest rate and stock loan rate.

⁷⁰ Include if Change in Law is applicable.

⁷¹ Failure to Deliver need only be considered if Settlement Method Election is applicable because in that case, Physical Settlement may be elected.

⁷² Include if Insolvency Filing is applicable.

⁷³ Include if Hedging Disruption Event is applicable.

⁷⁴ Include if Increased Cost of Hedging is applicable.

⁷⁵ Include if Loss of Stock Borrow is applicable.

[Determining Party:	[Buyer][Seller][Buyer and Seller]] ⁷⁷
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

⁷⁶ Include if Increased Cost of Stock Borrow is applicable.

⁷⁷ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Physically-settled Share Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date: []

Option Style: [American] [Bermuda] [European]

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]*

Number of Options: []

[Option Entitlement: [] Share(s) per Option]⁷⁸

Strike Price: []⁷⁹

Premium: [] [(Premium per Option [])]⁸⁰

Premium Payment Date: []

Exchange: []

⁷⁸ The default Option Entitlement is one Share per Option. It is only necessary to specify an Option Entitlement if an Option Entitlement other than one Share per Option is desired.

⁷⁹ This should be expressed as Strike Price per Share. The parties may insert an amount or a formula from which the Strike Price will be determined and the adjustments, if any, that dividend payments would occasion.

⁸⁰ If Premium per Option is specified, the Premium shall be the product of the Premium per Option, the Number of Options and the Option Entitlement.

Related Exchange(s): []⁸¹

Clearance System(s): []

[Knock-in Event: [Applicable]⁸²

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []⁸³

[Knock-out Event: [Applicable]⁸⁴

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []⁸⁵

Procedures for Exercise:

[Commencement Date: []⁸⁶

[Potential Exercise Date(s): []⁸⁷

[Latest Exercise Time: [] [a.m./p.m.] (local time in)⁸⁸

Expiration Time: [] [a.m./p.m.] (local time in)⁸⁹

⁸¹ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

⁸² If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁸³ Include if Knock-in Event is applicable.

⁸⁴ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

⁸⁵ Include if Knock-out Event is applicable.

⁸⁶ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

⁸⁷ Include if a Transaction for a Bermuda Option.

⁸⁸ Include if a Transaction for an American Option or Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

Expiration Date: []

Multiple Exercise: [Applicable][Not Applicable]

[Minimum Number of Options: []

Maximum Number of Options: []

Integral Multiple: []⁹⁰

Automatic Exercise: [Applicable][Not Applicable]

Seller's [Agent's]⁹¹ Telephone
Number and Telex and/or
Facsimile Number and Contact
Details for purpose of giving
Notice: []

[Reference Price: []⁹²

Settlement Terms:

Physical Settlement: Applicable

Settlement Currency: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Physical Settlement]⁹³

[Dividends:

Extraordinary Dividends: []⁹⁴

⁸⁹ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

⁹⁰ Include if a Transaction providing for Multiple Exercise.

⁹¹ Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

⁹² Include if Automatic Exercise is applicable. The parties may specify that the Reference Price will be determined by reference to another specified price (e.g. highest bid at 11:00 a.m.) or another stock exchange or quotation system if reference to another specified price is preferred.

⁹³ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date.

Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

[Options Exchange: []⁹⁵]

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: [Alternative Obligation] [Cancellation and Payment ([Agreed Model] [Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

Share-for-Other: [Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

Share-for-Combined: [Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]

[Options Exchange: []⁹⁶]

[Stock Loan Rate: []⁹⁷]

[Tender Offer: [Applicable]]⁹⁸

Consequences of Tender Offers:

Share-for-Share: [Cancellation and Payment ([Agreed Model] [Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

⁹⁴ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

⁹⁵ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

⁹⁶ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

⁹⁷ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of any Merger Event. The rate specified should be a combined interest rate and stock loan rate.

⁹⁸ Include if Tender Offer is applicable.

Share-for-Other:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[] ⁹⁹
[Stock Loan Rate:	[] ¹⁰⁰
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-Out] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
[Stock Loan Rate:	[] ¹⁰¹
Additional Disruption Events:	
[Change in Law:	[Applicable]] ¹⁰²
[Failure to Deliver:	[Applicable]] ¹⁰³
[Insolvency Filing:	[Applicable]] ¹⁰⁴
[Hedging Disruption:	[Applicable]
Hedging Party:	[] ¹⁰⁵
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ¹⁰⁶

⁹⁹ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

¹⁰⁰ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of any Tender Offer. The rate specified should be a combined interest rate and stock loan rate.

¹⁰¹ Include if Cancellation and Payment (Agreed Model) is specified as the consequence of a Nationalization, Insolvency or Delisting. The rate specified should be a combined interest rate and stock loan rate.

¹⁰² Include if Change in Law is applicable.

¹⁰³ Include if Failure to Deliver is applicable.

¹⁰⁴ Include if Insolvency Filing is applicable.

¹⁰⁵ Include if Hedging Disruption is applicable.

[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ¹⁰⁷
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[] ¹⁰⁸
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ¹⁰⁹
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

¹⁰⁶ Include if Increased Cost of Hedging is applicable.

¹⁰⁷ Include if Loss of Stock Borrow is applicable.

¹⁰⁸ Include if Increased Cost of Stock Borrow is applicable.

¹⁰⁹ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Index Basket Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Option Style:	[American] [Bermuda] [European]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Basket:	As specified in Annex 1
Number of Options:	[]
[Multiplier:	[]] ¹¹⁰
Strike Price:	[] ¹¹¹
Premium:	[] [(Premium per Option [])] ¹¹²
Premium Payment Date:	[]
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ¹¹³

¹¹⁰ Include Multiplier if it is intended that the Option Cash Settlement Amount will be based on a percentage of the performance of the Indices or another amount.

¹¹¹ This should be expressed as an amount per Basket.

¹¹² If Premium per Option is specified, the Premium shall be the product of the Premium per Option and the Number of Options.

¹¹³ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

[Knock-in Event:	[Applicable] ¹¹⁴
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[] ¹¹⁵
[Knock-out Event:	[Applicable] ¹¹⁶
Knock-out Price:	[]
Knock-out Reference Security:	[]
Knock-out Determination Day(s):	[]
Knock-out Valuation Time:	[] ¹¹⁷

Procedures for Exercise:

[Commencement Date:	[] ¹¹⁸
[Potential Exercise Date(s):	[] ¹¹⁹
[Latest Exercise Time:	[] [a.m./p.m.] (local time in) ¹²⁰
Expiration Time:	[] [a.m./p.m.] (local time in) ¹²¹
Expiration Date:	[]
Multiple Exercise:	[Applicable][Not Applicable]

¹¹⁴ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

¹¹⁵ Include if Knock-in Event is applicable.

¹¹⁶ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

¹¹⁷ Include if Knock-out Event is applicable.

¹¹⁸ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

¹¹⁹ Include if a Transaction for a Bermuda Option.

¹²⁰ Include if a Transaction for an American Option or a Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

¹²¹ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

[Minimum Number of Options: []
 Maximum Number of Options: []
 Integral Multiple: []¹²²
 Automatic Exercise: [Applicable][Not Applicable]
 Seller's [Agent's]¹²³ Telephone
 Number and Telex and/or
 Facsimile Number and Contact
 Details for purpose of Giving
 Notice: []

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)¹²⁴
 Valuation Date: [The][Each]¹²⁵ Exercise Date
 [Averaging Dates: [[In relation to each Valuation Date]¹²⁶]
 Averaging Date Disruption: [Omission][Postponement][Modified Postponement]
 Relevant Price: []¹²⁷
 [Futures Price Valuation: [Applicable] [Not Applicable]
 Exchange-traded Contract: []¹²⁸

Settlement Terms:

Cash Settlement: Applicable
 Settlement Currency: []
 Settlement Price: []

¹²² Include if a Transaction providing for Multiple Exercise.

¹²³ Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

¹²⁴ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

¹²⁵ Include if a Transaction providing for Multiple Exercise.

¹²⁶ Include if a Transaction providing for Multiple Exercise.

¹²⁷ Include if Averaging is applicable.

¹²⁸ Include if Futures Price Valuation is applicable to the Index.

Cash Settlement Payment Date: [In respect of each Exercise Date,]¹²⁹ one Settlement Cycle following the [related Valuation Date]¹³⁰ [final Averaging Date]¹³¹

[Option Cash Settlement Amount: []

Strike Price Differential: []¹³²

Index Adjustment Event:

Index Cancellation: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Index Modification: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Index Disruption: [Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]

Additional Disruption Events:

[Change in Law: [Applicable]]¹³³

[Hedging Disruption: [Applicable]

Hedging Party: []¹³⁴

[Increased Cost of Hedging: [Applicable]

Hedging Party: []¹³⁵

[Loss of Stock Borrow: [Applicable]

Maximum Stock Loan Rate: []

¹²⁹ Include if a Transaction providing for Multiple Exercise.

¹³⁰ Include if a Transaction for an American Option.

¹³¹ Include if Averaging is applicable.

¹³² The parties do not need to specify how the Option Cash Settlement Amount and/or the Strike Price Differential will be determined unless they wish to amend the terms of Section 8.2 and/or 8.3, respectively.

¹³³ Include if Change in Law is applicable.

¹³⁴ Include if Hedging Disruption is applicable.

¹³⁵ Include if Increased Cost of Hedging is applicable.

Hedging Party: []¹³⁶

[Increased Cost of Stock Borrow:[Applicable]

Initial Stock Loan Rate: []

Hedging Party: []¹³⁷

[Determining Party: [Buyer][Seller][Buyer and Seller]]¹³⁸

Non-Reliance: [Applicable] [Not Applicable]

Agreements and Acknowledgments
Regarding Hedging Activities: [Applicable] [Not Applicable]

Index Disclaimer: [Applicable] [Not Applicable]

Additional Acknowledgments: [Applicable] [Not Applicable]

¹³⁶ Include if Loss of Stock Borrow is applicable.

¹³⁷ Include if Increased Cost of Stock Borrow is applicable.

¹³⁸ Include if any Additional Disruption Event is applicable.

ANNEX 1

Indices comprised in the Basket

The Basket is composed of the following Indices in the relative weightings set out in relation to each Index below.

<i>Index</i>	<i>Exchange(s)</i>	<i>Related Exchange(s)</i>	<i>Weighting</i>
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.

**Additional Provisions for a Confirmation
of a Cash-settled Share Basket Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Option Style:	[American] [Bermuda] [European]
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Basket:	As specified in Annex 1
Number of Options:	[]
[Option Entitlement:	[] Basket(s) per Option] ¹³⁹
Strike Price:	[] ¹⁴⁰
Premium:	[] [(Premium per Option [])] ¹⁴¹
Premium Payment Date:	[]
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ¹⁴²

¹³⁹ The default Option Entitlement is one Share per Option. It is only necessary to specify an Option Entitlement if an Option Entitlement other than one Share per Option is desired.

¹⁴⁰ This should be expressed as Strike Price per Basket. The parties may insert an amount or a formula from which the Strike Price will be determined and the adjustments, if any, that dividend payments would occasion.

¹⁴¹ If Premium per Option is specified, the Premium shall be the product of the Premium per Option and the Number of Options.

¹⁴² If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

[Knock-in Event: [Applicable]¹⁴³

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []¹⁴⁴

[Knock-out Event: [Applicable]¹⁴⁵

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []¹⁴⁶

Procedures for Exercise:

[Commencement Date: []¹⁴⁷

[Potential Exercise Date(s): []¹⁴⁸

[Latest Exercise Time: [] [a.m./p.m.](local time in)]¹⁴⁹

Expiration Time: [] [a.m./p.m.] (local time in)]¹⁵⁰

Expiration Date: []

Multiple Exercise: [Applicable][Not Applicable]

¹⁴³ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of the Knock-in Event.

¹⁴⁴ Include if Knock-in Event is applicable.

¹⁴⁵ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights are conditional upon the non-occurrence of a Knock-out Event.

¹⁴⁶ Include if Knock-out Event is applicable.

¹⁴⁷ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

¹⁴⁸ Include if a Transaction for a Bermuda Option.

¹⁴⁹ Include if a Transaction for an American Option or a Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

¹⁵⁰ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

[Minimum Number of Options: []

Maximum Number of Options: []

Integral Multiple: []¹⁵¹

Automatic Exercise: [Applicable][Not Applicable]

Seller's [Agent's]¹⁵² Telephone Number and Telex and/or Facsimile Number and Contact Details for purpose of Giving Notice: []

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)¹⁵³

Valuation Date: [The][Each]¹⁵⁴ Exercise Date

[Averaging Dates: [[In relation to each Valuation Date]¹⁵⁵]

Averaging Date Disruption: [Omission][Postponement][Modified Postponement]

Relevant Price: []¹⁵⁶

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: []

Settlement Price: []

Cash Settlement Payment Date: [In respect of each Exercise Date,]¹⁵⁷ one Settlement Cycle following the [related Valuation Date]¹⁵⁸ [final Averaging Date]¹⁵⁹

¹⁵¹ Include if a Transaction providing for Multiple Exercise.

¹⁵² Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

¹⁵³ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

¹⁵⁴ Include if a Transaction providing for Multiple Exercise.

¹⁵⁵ Include if a Transaction providing for Multiple Exercise.

¹⁵⁶ Include if Averaging is applicable.

[Option Cash Settlement Amount: []

Strike Price Differential: []¹⁶⁰

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]¹⁶¹

[Dividends:

Extraordinary Dividends: []¹⁶²

Share Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

[Options Exchange: []¹⁶³

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: [Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
[Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
[Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]

Share-for-Other: [Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]

¹⁵⁷ Include if a Transaction providing for Multiple Exercise.

¹⁵⁸ Include if a Transaction for an American Option.

¹⁵⁹ Include if Averaging is applicable.

¹⁶⁰ The parties do not need to specify how the Option Cash Settlement Amount and/or the Strike Price Differential will be determined unless they wish to amend the terms of Section 8.2 and/or 8.3, respectively.

¹⁶¹ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date.

¹⁶² If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

¹⁶³ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

		[Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
Share-for-Combined:		[Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])][Component Adjustment]
[Options Exchange:	[	]]¹⁶⁴
[Stock Loan Rate:	[	]]¹⁶⁵
[Tender Offer:	[Applicable]]	¹⁶⁶
Consequences of Tender Offers:		
Share-for-Share:		[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
Share-for-Other:		[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
Share-for-Combined:		[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])][Component Adjustment]
[Options Exchange:	[	]]¹⁶⁷

¹⁶⁴ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

¹⁶⁵ Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) is specified as the consequence of any Merger Event. The rate specified should be a combined interest rate and stock loan rate.

¹⁶⁶ Include if Tender Offer is applicable.

¹⁶⁷ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

[Stock Loan Rate:	[	]]¹⁶⁸
Composition of Combined Consideration:	[Applicable]	[Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-Out] [Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]] [Partial Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]]	
[Stock Loan Rate:	[	]]¹⁶⁹
Additional Disruption Events:		
[Change in Law:	[Applicable]] ¹⁷⁰	
[Failure to Deliver:	[Applicable]] ¹⁷¹	
[Insolvency Filing:	[Applicable]] ¹⁷²	
[Hedging Disruption :	[Applicable]	
Hedging Party:	[	]]¹⁷³
[Increased Cost of Hedging:	[Applicable]	
Hedging Party:	[	]]¹⁷⁴
[Loss of Stock Borrow:	[Applicable]	
Maximum Stock Loan Rate:	[]
Hedging Party:	[	]]¹⁷⁵
[Increased Cost of Stock Borrow:	[Applicable]	

¹⁶⁸ Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) is specified as the consequence of any Tender Offer. The rate specified should be a combined interest rate and stock loan rate.

¹⁶⁹ Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) is specified as the consequence of a Nationalization, Insolvency or Delisting. The rate specified should be a combined interest rate and stock loan rate.

¹⁷⁰ Include if Change in Law is applicable.

¹⁷¹ Failure to Deliver need only be considered if Settlement Method Election is applicable because in that case, Physical Settlement may be elected.

¹⁷² Include if Insolvency Filing is applicable.

¹⁷³ Include if Hedging Disruption is applicable.

¹⁷⁴ Include if Increased Cost of Hedging is applicable.

¹⁷⁵ Include if Loss of Stock Borrow is applicable.

Initial Stock Loan Rate:	[]
Hedging Party:	[] ¹⁷⁶
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ¹⁷⁷
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

¹⁷⁶ Include if Increased Cost of Stock Borrow is applicable.

¹⁷⁷ Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System¹⁷⁸</i>

¹⁷⁸ Include if Settlement Method Election is applicable.

**Additional Provisions for a Confirmation
of a Physically-settled Share Basket Option Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Option Style:	[American] [Bermuda] [European]
Option Type:	[Call][Put]
Seller:	[Party A][Party B]
Buyer:	[Party A][Party B]
Basket:	As specified in Annex 1
Number of Baskets:	[]
Number of Options:	[]
[Option Entitlement:	[] Basket(s) per Option] ¹⁷⁹
Strike Price:	[] ¹⁸⁰
Premium:	[] [(Premium per Option [])] ¹⁸¹
Premium Payment Date:	[]
Exchange(s):	[]
Related Exchange(s):	[] ¹⁸²

¹⁷⁹ The default Option Entitlement is one Share per Option. It is only necessary to specify an Option Entitlement if an Option Entitlement other than one Share per Option is desired.

¹⁸⁰ This should be expressed as Strike Price per Basket. The parties may insert an amount or a formula from which the Strike Price will be determined and the adjustments, if any, that dividend payments would occasion.

¹⁸¹ If Premium per Option is specified, the Premium shall be the product of the Premium per Option, the Number of Options and the Option Entitlement.

¹⁸² If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

Clearance System(s): As specified in Annex 1

[Knock-in Event: [Applicable]¹⁸³

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []¹⁸⁴

[Knock-out Event: [Applicable]¹⁸⁵

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []¹⁸⁶

Procedures for Exercise:

[Commencement Date: []¹⁸⁷

[Potential Exercise Date(s): []¹⁸⁸

[Latest Exercise Time: [] [a.m./p.m.] (local time in)¹⁸⁹

Expiration Time: [] [a.m./p.m.] (local time in)¹⁹⁰

Expiration Date: []

¹⁸³ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

¹⁸⁴ Include if Knock-in Event is applicable.

¹⁸⁵ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

¹⁸⁶ Include if Knock-out Event is applicable.

¹⁸⁷ Include if a Transaction for an American Option. If no Commencement Date is specified, the Commencement Date shall be the Trade Date.

¹⁸⁸ Include if a Transaction for a Bermuda Option.

¹⁸⁹ Include if a Transaction for an American Option or Bermuda Option. Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

¹⁹⁰ Specify the city in which Seller, or if applicable, Seller's Agent is located for purposes of receiving notices or, alternatively, specify the city in which the Exchange is located.

Multiple Exercise: [Applicable][Not Applicable]

[Minimum Number of Options: []

Maximum Number of Options: []

Integral Multiple: []] ¹⁹¹

Automatic Exercise: [Applicable][Not Applicable]

Seller's [Agent's] ¹⁹² Telephone
Number and Telex and/or
Facsimile Number and Contact
Details for purpose of Giving
Notice: []

[Reference Price: []] ¹⁹³

Settlement Terms:

Physical Settlement: Applicable

Settlement Currency: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Physical Settlement] ¹⁹⁴

[Dividends:

Extraordinary Dividends: []] ¹⁹⁵

Adjustments:

¹⁹¹ Include if a Transaction providing for Multiple Exercise.

¹⁹² Include if an agent is designated by Seller for the purpose of receiving notice of exercise.

¹⁹³ Include if Automatic Exercise is applicable. The parties may specify that the Reference Price will be determined by reference to another specified price (e.g. highest bid at 11:00 a.m.) or another stock exchange or quotation system if reference to another specified price is preferred.

¹⁹⁴ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date.

¹⁹⁵ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

Method of Adjustment:	[Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange:	[]] ¹⁹⁶
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	[Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
Share-for-Other:	[Alternative Obligation][Cancellation and Payment ([Agreed Model][Calculation Agent Determination])][Options Exchange Adjustment] [Calculation Agent Adjustment][Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Component Adjustment]
[Options Exchange:	[]] ¹⁹⁷
[Stock Loan Rate:	[]] ¹⁹⁸
[Tender Offer:	[Applicable]] ¹⁹⁹
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment ([Agreed Model][Calculation Agent Determination])] [Options Exchange Adjustment]

¹⁹⁶ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

¹⁹⁷ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

¹⁹⁸ Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) is specified as the consequence of any Merger Event. The rate specified should be a combined interest rate and stock loan rate.

¹⁹⁹ Include if Tender Offer is applicable.

	[Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]]
Share-for-Other:	[Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]][Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]]
Share-for-Combined:	[Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]] [Component Adjustment]
[Options Exchange:	[] ²⁰⁰
[Stock Loan Rate:	[] ²⁰¹
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-Out] [Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]] [Partial Cancellation and Payment ([Agreed Model])[Calculation Agent Determination]]
[Stock Loan Rate:	[] ²⁰²
Additional Disruption Events:	
[Change in Law:	[Applicable]] ²⁰³
[Failure to Deliver:	[Applicable]] ²⁰⁴
[Insolvency Filing:	[Applicable]] ²⁰⁵

²⁰⁰ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

²⁰¹ Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) is specified as the consequence of any Tender Offer.

²⁰² Include if Cancellation and Payment (Agreed Model) or Partial Cancellation and Payment (Agreed Model) are specified as a consequence of any Nationalization, Insolvency or Delisting. The rate specified should be a combined interest rate and stock loan rate.

²⁰³ Include if Change in Law is applicable.

²⁰⁴ Include if Failure to Deliver is applicable.

²⁰⁵ Include if Insolvency Filing is applicable.

[Hedging Disruption:	[Applicable]
Hedging Party:	[] ²⁰⁶
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ²⁰⁷
[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ²⁰⁸
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[] ²⁰⁹
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²¹⁰
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

²⁰⁶ Include if Hedging Disruption is applicable.

²⁰⁷ Include if Increased Cost of Hedging is applicable.

²⁰⁸ Include if Loss of Stock Borrow is applicable.

²⁰⁹ Include if Increased Cost of Stock Borrow is applicable.

²¹⁰ Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System</i>

**Additional Provisions for a Confirmation
of a Cash-settled Index Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A]	[Party B]
Buyer:	[Party A]	[Party B]
Index:	[]
Forward Price:	[	]²¹¹
Multiplier:	[]
[Prepayment:	[Applicable]	
Prepayment Amount:	[]
Prepayment Date:	[	]]²¹²
[Variable Obligation:	[Applicable]	
Forward Floor Price:	[	]²¹³
Forward Cap Price:	[	]²¹⁴] ²¹⁵
Exchange:	[]
Related Exchange(s):	[	]²¹⁶

²¹¹ This should be expressed as a level for the Index.

²¹² Include if Prepayment is applicable.

²¹³ The Forward Floor Price should be expressed as a level for the Index.

²¹⁴ The Forward Cap Price should be expressed as a level for the Index.

²¹⁵ Include if Variable Obligation is applicable.

[Knock-in Event:	[Applicable] ²¹⁷
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[] ²¹⁸
[Knock-out Event:	[Applicable] ²¹⁹
Knock-out Price:	[]
Knock-out Reference Security:	[]
Knock-out Determination Day(s):	[]
Knock-out Valuation Time:	[] ²²⁰

Valuation:

Valuation Time:	At [] [a.m./p.m.] (local time in) ²²¹
Valuation Date:	[]
[Averaging Dates:	[]
Averaging Date Disruption:	[Omission][Postponement][Modified Postponement]
Relevant Price:	[] ²²²
[Futures Price Valuation:	[Applicable] [Not Applicable]

²¹⁶ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

²¹⁷ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

²¹⁸ Include if Knock-in Event is applicable.

²¹⁹ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

²²⁰ Include if Knock-out Event is applicable.

²²¹ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

²²² Include if Averaging is applicable.

Exchange Traded Contract:	[	]]²²³
Settlement Terms:		
Cash Settlement:	Applicable	
Settlement Currency:	[]
Settlement Price:	[]
[Forward Cash Settlement Amount:	[	]]²²⁴
Index Adjustment Event:		
Index Cancellation:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]	
Index Modification:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]	
Index Disruption:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]	
[Determining Party:	[Buyer] [Seller][Buyer and Seller]] ²²⁵	
Additional Disruption Events:		
[Change in Law:	[Applicable]] ²²⁶	
[Hedging Disruption:	[Applicable]	
Hedging Party:	[	]]²²⁷
[Increased Cost of Hedging:	[Applicable]	
Hedging Party:	[	]]²²⁸
[Loss of Stock Borrow:	[Applicable]	

²²³ Include if Futures Price Valuation is applicable.

²²⁴ The parties do not need to specify how the Forward Cash Settlement Amount will be determined unless they wish to amend the terms of Section 8.5.

²²⁵ Include if Cancellation and Payment is specified as a consequence of any Index Disruption Event.

²²⁶ Include if Change in Law is applicable.

²²⁷ Include if Hedging Disruption is applicable.

²²⁸ Include if Increased Cost of Hedging is applicable.

Maximum Stock Loan Rate:	[]
Hedging Party:	[	]]²²⁹
[Increased Cost of Stock Borrow:	[Applicable]	
Initial Stock Loan Rate:	[]
Hedging Party:	[	]]²³⁰
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²³¹	
Non-Reliance:	[Applicable]	[Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable]	[Not Applicable]
Index Disclaimer:	[Applicable]	[Not Applicable]
Additional Acknowledgments:	[Applicable]	[Not Applicable]

²²⁹ Include if Loss of Stock Borrow is applicable.

²³⁰ Include if Increased Cost of Stock Borrow is applicable.

²³¹ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Share Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Shares:	<i>[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]</i>
Number of Shares:	[]
Forward Price:	[] ²³²
[Prepayment:	[Applicable]
Prepayment Amount:	[]
Prepayment Date:	[] ²³³
[Variable Obligation:	[Applicable]
Forward Floor Price:	[] ²³⁴
Forward Cap Price:	[] ²³⁵ ²³⁶
Exchange:	[]

²³² This should be expressed as Forward Price per Share. The parties may insert an amount or formula from which the Forward Price will be determined and the adjustments, if any, that dividend payments would occasion.

²³³ Include if Prepayment is applicable.

²³⁴ The Forward Floor Price should be expressed as a price per Share.

²³⁵ The Forward Cap Price should be expressed as a price per Share.

²³⁶ Include if Variable Obligation is applicable.

Related Exchange(s): []²³⁷

[Knock-in Event: [Applicable]²³⁸

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []²³⁹

[Knock-out Event: [Applicable]²⁴⁰

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []²⁴¹

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)²⁴²

Valuation Date: []

[Averaging Dates: []

Averaging Date Disruption: [Omission][Postponement][Modified Postponement]]

Relevant Price: []²⁴³

Settlement Terms:

²³⁷ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

²³⁸ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

²³⁹ Include if Knock-in Event is applicable.

²⁴⁰ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

²⁴¹ Include if Knock-out Event is applicable.

²⁴² Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

²⁴³ Include if Averaging is applicable.

Cash Settlement: Applicable

Settlement Currency: []

Settlement Price: []

[Forward Cash Settlement Amount: []]²⁴⁴

[Settlement Method Election: [Applicable] [Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]²⁴⁵

Dividends:

[Dividend Period: [First Period][Second Period]

Excess Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the Number of Shares²⁴⁶

Dividend Payment Date: []]²⁴⁷

[Extraordinary Dividend: []]²⁴⁸

Share Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

[Options Exchange: []]²⁴⁹

Extraordinary Events:

²⁴⁴ The parties do not need to specify how the Forward Cash Settlement Amount will be determined unless they wish to amend the terms of Section 8.5.

²⁴⁵ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Physical Settlement.

²⁴⁶ If the parties specify an Excess Dividend Amount other than as above, the Excess Dividend Amount should be expressed as an aggregate amount including all relevant Extraordinary Dividends.

²⁴⁷ Include if Prepayment is applicable.

²⁴⁸ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

²⁴⁹ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

Consequences of Merger Events:

Share-for-Share: [Alternative Obligation] [Cancellation and Payment]
[Options Exchange Adjustment] [Calculation Agent
Adjustment] [Modified Calculation Agent Adjustment]

Share-for-Other: [Alternative Obligation] [Cancellation and Payment]
[Options Exchange Adjustment] [Calculation Agent
Adjustment] [Modified Calculation Agent Adjustment]

Share-for-Combined: [Alternative Obligation] [Cancellation and Payment]
[Options Exchange Adjustment] [Calculation Agent
Adjustment] [Modified Calculation Agent Adjustment]
[Component Adjustment]

[Options Exchange: []]²⁵⁰

[Determining Party: [Buyer][Seller][Buyer and Seller]]²⁵¹

[Tender Offer: [Applicable]]²⁵²

Consequences of Tender Offers:

Share-for-Share: [Cancellation and Payment][Options Exchange
Adjustment][Calculation Agent Adjustment] [Modified
Calculation Agent Adjustment]

Share-for-Other: [Cancellation and Payment][Options Exchange
Adjustment][Calculation Agent Adjustment] [Modified
Calculation Agent Adjustment]

Share-for-Combined: [Cancellation and Payment][Options Exchange
Adjustment][Calculation Agent Adjustment] [Modified
Calculation Agent Adjustment] [Component
Adjustment]

[Options Exchange: []]²⁵³

[Determining Party: [Buyer][Seller][Buyer and Seller]]²⁵⁴

²⁵⁰ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

²⁵¹ Include if Cancellation and Payment Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Merger Event.

²⁵² Include is Tender Offer is applicable.

²⁵³ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

²⁵⁴ Include if Cancellation and Payment or Calculation Agent Adjustment is specified as the consequence of any Tender Offer.

Composition of Combined Consideration: [Applicable][Not Applicable]

Nationalization, Insolvency or Delisting:[Negotiated Close-out] [Cancellation and Payment]

[Determining Party: [Buyer][Seller][Buyer and Seller]]²⁵⁵

Additional Disruption Events:

[Change in Law: [Applicable]]²⁵⁶

[Failure to Deliver: [Applicable]]²⁵⁷

[Insolvency Filing: [Applicable]]²⁵⁸

[Hedging Disruption: [Applicable]

Hedging Party: []²⁵⁹

[Increased Cost of Hedging: [Applicable]

Hedging Party: []²⁶⁰

[Loss of Stock Borrow: [Applicable]

Hedging Party: []²⁶¹

[Increased Cost of Stock Borrow:[Applicable]

Initial Stock Loan Rate: []

Hedging Party: []²⁶²

[Determining Party: [Buyer][Seller][Buyer and Seller]]²⁶³

Non-Reliance: [Applicable] [Not Applicable]

²⁵⁵ Include if Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

²⁵⁶ Include if Change in Law is applicable.

²⁵⁷ Failure to Deliver need only be considered if Settlement Method Election is applicable because in that case, Physical Settlement may be elected.

²⁵⁸ Include if Insolvency Filing is applicable.

²⁵⁹ Include if Hedging Disruption is applicable.

²⁶⁰ Include if Increased Cost of Hedging is applicable.

²⁶¹ Include if Loss of Stock Borrow is applicable.

²⁶² Include if Increased Cost of Stock Borrow is applicable.

²⁶³ Include if any Additional Disruption Event is applicable.

Agreements and Acknowledgments
Regarding Hedging Activities:

[Applicable] [Not Applicable]

Additional Acknowledgments:

[Applicable] [Not Applicable]

**Additional Provisions for a Confirmation
of a Physically-settled Share Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Shares:	<i>[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]</i>
Number of Shares:	[]
Forward Price:	[] ²⁶⁴
[Prepayment:	[Applicable]
Prepayment Amount:	[]
Prepayment Date:	[] ²⁶⁵
[Variable Obligation:	[Applicable]
Forward Floor Price:	[] ²⁶⁶
Forward Cap Price:	[] ²⁶⁷ ²⁶⁸

²⁶⁴ This should be expressed as Forward Price per Share. The parties may insert an amount or formula from which the Forward Price will be determined and the adjustments, if any, that dividend payments would occasion.

²⁶⁵ Include if Prepayment is applicable.

²⁶⁶ The Forward Floor Price should be expressed as a price per Share.

²⁶⁷ The Forward Cap Price should be expressed as a price per Share.

²⁶⁸ Include if Variable Obligation is applicable.

Exchange: []

Related Exchange(s): []²⁶⁹

Clearance System(s): []

[Knock-in Event: [Applicable]²⁷⁰

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []²⁷¹

[Knock-out Event: [Applicable]²⁷²

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []²⁷³

[Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)²⁷⁴

Valuation Date: []

[Averaging Dates: []

²⁶⁹ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

²⁷⁰ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise payment on delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

²⁷¹ Include if Knock-in Event is applicable.

²⁷² If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment and delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

²⁷³ Include if Knock-out Event is applicable.

²⁷⁴ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the close of the regular trading session on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable, without regard to after hours or any other trading outside of such regular trading session hours.

Averaging Date Disruption: [Omission] [Postponement] [Modified Postponement]

Relevant Price: []²⁷⁵²⁷⁶

Settlement Terms:

Physical Settlement: Applicable

Settlement Currency: []

Settlement Price: []

Settlement Date: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Physical Settlement]²⁷⁷

Dividends:

[Dividend Period: [First Period][Second Period]

Excess Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the Number of Shares²⁷⁸

Dividend Payment Date: []²⁷⁹

[Extraordinary Dividend: []²⁸⁰

Share Adjustments:

²⁷⁵ Include if Averaging is applicable.

²⁷⁶ Include if Variable Obligation is applicable.

²⁷⁷ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Physical Settlement.

²⁷⁸ If the parties specify an Excess Dividend Amount other than as above, the Excess Dividend Amount should be expressed as an aggregate amount including all relevant Extraordinary Dividends.

²⁷⁹ Include if Prepayment is applicable.

²⁸⁰ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

Method of Adjustment:	[Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange:	[]] ²⁸¹
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[]] ²⁸²
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²⁸³
[Tender Offer:	[Applicable]] ²⁸⁴
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified

²⁸¹ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

²⁸² Include if Options Exchange Adjustment is specified as the consequence of a Merger Event.

²⁸³ Include if Cancellation and Payment Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Merger Event.

²⁸⁴ Include if Tender Offer is applicable.

	Calculation Agent Adjustment] [Component Adjustment]]
[Options Exchange:	[] ²⁸⁵
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²⁸⁶
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out] [Cancellation and Payment]
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²⁸⁷
Additional Disruption Events:	
[Change in Law:	[Applicable]] ²⁸⁸
[Failure to Deliver:	[Applicable]] ²⁸⁹
[Insolvency Filing:	[Applicable]] ²⁹⁰
[Hedging Disruption:	[Applicable]
Hedging Party:	[] ²⁹¹
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ²⁹²
[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ²⁹³
[Increased Cost of Stock Borrow:	[Applicable]

²⁸⁵ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

²⁸⁶ Include if Cancellation and Payment or Calculation Agent Adjustment is specified as the consequence of any Tender Offer.

²⁸⁷ Include if Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

²⁸⁸ Include if Change in Law is applicable.

²⁸⁹ Include if Failure to Deliver is applicable.

²⁹⁰ Include if Insolvency Filing is applicable.

²⁹¹ Include if Hedging Disruption is applicable.

²⁹² Include if Increased Cost of Hedging is applicable.

²⁹³ Include if Loss of Stock Borrow is applicable.

Initial Stock Loan Rate:	[]
Hedging Party:	[]] ²⁹⁴
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ²⁹⁵
Non-Reliance:	[Applicable] [Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable] [Not Applicable]
Additional Acknowledgments:	[Applicable] [Not Applicable]

²⁹⁴ Include if Increased Cost of Stock Borrow is applicable.

²⁹⁵ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Index Basket Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Basket:	As specified in Annex 1
Number of Baskets:	[]
Forward Price:	[] ²⁹⁶
Multiplier:	[]
[Prepayment:	[Applicable]
Prepayment Amount:	[]
Prepayment Date:	[]] ²⁹⁷
[Variable Obligation:	[Applicable]
Forward Floor Price:	[] ²⁹⁸
Forward Cap Price:	[] ^{299 300}
Exchange(s):	As specified in Annex 1

²⁹⁶ This should be expressed as an amount per Basket.

²⁹⁷ Include if Prepayment is applicable.

²⁹⁸ The Forward Floor Price should be expressed as an amount per Basket.

²⁹⁹ The Forward Cap Price should be expressed as an amount per Basket.

³⁰⁰ Include if Variable Obligation is applicable.

Related Exchange(s): As specified in Annex 1³⁰¹

[Knock-in Event: [Applicable]³⁰²

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []³⁰³

[Knock-out Event: [Applicable]³⁰⁴

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []³⁰⁵

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)³⁰⁶

Valuation Date: []

[Averaging Dates: []

Averaging Date Disruption: [Omission] [Postponement] [Modified Postponement]

Relevant Price: []³⁰⁷

[Futures Price Valuation: [Applicable][Not Applicable]

³⁰¹ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

³⁰² If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

³⁰³ Include if Knock-in Event is applicable.

³⁰⁴ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-out Event.

³⁰⁵ Include if Knock-out Event is applicable.

³⁰⁶ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

³⁰⁷ Include if Averaging is applicable.

Exchange-traded Contract:	[] ³⁰⁸
Settlement Terms:	
Cash Settlement:	Applicable
Settlement Currency:	[]
Settlement Price:	[]
[Forward Cash Settlement Amount:	[] ³⁰⁹
Index Adjustment Event:	
Index Cancellation:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]
Index Modification:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]
Index Disruption:	[Calculation Agent Adjustment][Negotiated Close Out][Cancellation and Payment]
[Determining Party:	[Buyer] [Seller][Buyer and Seller] ³¹⁰
Additional Disruption Events:	
[Change in Law:	[Applicable] ³¹¹
[Hedging Disruption:	[Applicable]
Hedging Party:	[] ³¹²
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ³¹³
[Loss of Stock Borrow:	[Applicable]

³⁰⁸ Include if Futures Price Valuation is applicable to any Index in the Basket.

³⁰⁹ The parties do not need to specify how the Forward Cash Settlement Amount will be determined unless they wish to amend the terms of Section 8.5.

³¹⁰ Include if Cancellation and Payment is selected as the consequence of any Index Adjustment Event.

³¹¹ Include if Change in Law is applicable.

³¹² Include if Hedging Disruption is applicable.

³¹³ Include if Increased Cost of Hedging is applicable.

Maximum Stock Loan Rate:	[]
Hedging Party:	[	]]³¹⁴
[Increased Cost of Stock Borrow:	[Applicable]	
Initial Stock Loan Rate:	[]
Hedging Party:	[	]]³¹⁵
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³¹⁶	
Non-Reliance:	[Applicable]	[Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable]	[Not Applicable]
Index Disclaimer:	[Applicable]	[Not Applicable]
Additional Acknowledgments:	[Applicable]	[Not Applicable]

³¹⁴ Include if Loss of Stock Borrow is applicable.

³¹⁵ Include if Increased Cost of Stock Borrow is applicable.

³¹⁶ Include if any Additional Disruption Event is specified as applicable.

ANNEX 1

Indices comprised in the Basket

The Basket is composed of the following Indices in the relative weightings set out in relation to each Index below.

<i>Index</i>	<i>Exchange(s)</i>	<i>Related Exchange(s)</i>	<i>Weighting</i>
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.

**Additional Provisions for a Confirmation
of a Cash-settled Share Basket Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Basket:	As specified in Annex 1
Number of Baskets:	[]
Forward Price:	[] ³¹⁷
[Prepayment:	[Applicable]
Prepayment Amount:	[]
Prepayment Date:	[] ³¹⁸
[Variable Obligation:	[Applicable]
Forward Floor Price:	[] ³¹⁹
Forward Cap Price:	[] ³²⁰ ³²¹
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ³²²

³¹⁷ The Forward Price should be expressed as an amount per Basket.

³¹⁸ Include if Prepayment is applicable.

³¹⁹ The Forward Floor Price should be expressed as an amount per Basket.

³²⁰ The Forward Cap Price should be expressed as an amount per Basket.

³²¹ Include if Variable Obligation is applicable.

[Knock-in Event: [Applicable]³²³

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []³²⁴

[Knock-out Event: [Applicable]³²⁵

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []³²⁶

Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)³²⁷

Valuation Date: []

[Averaging Dates: []

Averaging Date Disruption: [Omission][Postponement] [Modified Postponement]

Relevant Price: []³²⁸

Settlement Terms:

³²² If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

³²³ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

³²⁴ Include if Knock-in Event is applicable.

³²⁵ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

³²⁶ Include if Knock-out Event is applicable.

³²⁷ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

³²⁸ Include if Averaging is applicable.

Cash Settlement: Applicable

Settlement Currency: []

Settlement Price: []

Cash Settlement Payment Date: [] Currency Business Days after the relevant Valuation Date

[Forward Cash Settlement Amount: []]³²⁹

[Settlement Method Election: [Applicable] [Not Applicable]

[Determining Party: [Buyer][Seller][Buyer and Seller]]³³⁰

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]³³¹

Dividends:

[Dividend Period: [First Period][Second Period]

Excess Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the relevant Number of Shares³³²

Dividend Payment Date: []]³³³

[Extraordinary Dividend: []]³³⁴

Adjustments:

³²⁹ The parties do not need to specify how the Forward Cash Settlement Amount will be determined unless they wish to amend the terms of Section 8.5.

³³⁰ Include if Cancellation and Payment Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event.

³³¹ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and should also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Physical Settlement.

³³² If the parties specify an Excess Dividend Amount other than as above, the Excess Dividend Amount should be expressed as an aggregate amount including all relevant Extraordinary Dividends in relation to the relevant Share.

³³³ Include if Prepayment is applicable.

³³⁴ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

Method of Adjustment:	[Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange:	[]] ³³⁵
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[]] ³³⁶
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³³⁷
[Tender Offer:	[Applicable] ³³⁸
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

³³⁵ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

³³⁶ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

³³⁷ Include if Cancellation and Payment, Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event.

³³⁸ Include if Tender Offer is applicable.

Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[] ³³⁹
[Determining Party:	[Buyer][Seller][Buyer and Seller] ³⁴⁰
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out] [Cancellation and Payment] [Partial Cancellation and Payment]
[Determining Party:	[Buyer][Seller][Buyer and Seller] ³⁴¹
Additional Disruption Events:	
[Change in Law:	[Applicable] ³⁴²
[Failure to Deliver:	[Applicable] ³⁴³
[Insolvency Filing:	[Applicable] ³⁴⁴
[Hedging Disruption:	[Applicable]
Hedging Party:	[] ³⁴⁵
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ³⁴⁶
[Loss of Stock Borrow:	[Applicable]

³³⁹ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

³⁴⁰ Include if Cancellation and Payment, Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Tender Offer.

³⁴¹ Include if Cancellation and Payment or Partial Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

³⁴² Include if Change in Law is applicable.

³⁴³ Failure to Deliver need only be considered if Settlement Method Election is applicable because in that case, Physical Settlement may be elected.

³⁴⁴ Include if Insolvency Filing is applicable

³⁴⁵ Include if Hedging Disruption is applicable.

³⁴⁶ Include if Increased Cost of Hedging is applicable.

Maximum Stock Loan Rate:	[]
Hedging Party:	[	]]³⁴⁷
[Increased Cost of Stock Borrow:	[Applicable]	
Initial Stock Loan Rate:	[]
Hedging Party:	[	]]³⁴⁸
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³⁴⁹	
Non-Reliance:	[Applicable]	[Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable]	[Not Applicable]
Additional Acknowledgments:	[Applicable]	[Not Applicable]

³⁴⁷ Include if Loss of Stock Borrow is applicable.

³⁴⁸ Include if Increased Cost of Stock Borrow is applicable.

³⁴⁹ Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System</i> ³⁵⁰

³⁵⁰ Include if Settlement Method Election is applicable.

**Additional Provisions for a Confirmation
of a Physically-settled Share Basket Forward Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Basket:	As specified in Annex 1
Number of Baskets:	[]
Forward Price:	[] ³⁵¹
[Prepayment:	[Applicable]]
Prepayment Amount:	[]
Prepayment Date:	[] ³⁵²
[Variable Obligation:	[Applicable]]
[Forward Floor Price:	[] ³⁵³
Forward Cap Price:	[] ³⁵⁴ ³⁵⁵
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ³⁵⁶

³⁵¹ This should be expressed as a Forward Price per Basket. The parties may insert an amount or formula from which the Forward Price will be determined and the adjustments, if any, that dividend payments would occasion.

³⁵² Include if Prepayment is applicable.

³⁵³ The Forward Floor Price should be expressed as an amount per Basket.

³⁵⁴ The Forward Cap Price should be expressed as an amount per Basket

³⁵⁵ Include if Variable Obligation is applicable.

³⁵⁶ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

Clearance System(s): As specified in Annex 1

[Knock-in Event: [Applicable]³⁵⁷

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []³⁵⁸

[Knock-out Event: [Applicable]³⁵⁹

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []³⁶⁰

[Valuation:

Valuation Time: At [] [a.m./p.m.] (local time in)³⁶¹

Valuation Date: []

[Averaging Dates: []

Averaging Date Disruption: [Omission] [Postponement] [Modified Postponement]

Relevant Price: []³⁶²³⁶³

Settlement Terms:

³⁵⁷ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

³⁵⁸ Include if Knock-in Event is applicable.

³⁵⁹ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, settlement or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

³⁶⁰ Include if Knock-out Event is applicable.

³⁶¹ Specify city in which Seller or, if applicable, Seller's Agent is located for purposes of receiving notices or alternatively, specify the city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the close of the regular trading session on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable, without regard to after hours or any other trading outside of such regular trading session hours.

³⁶² Include if Averaging is applicable.

³⁶³ Include if Variable Obligation is applicable.

Physical Settlement: Applicable

Settlement Currency: []

Settlement Price: []

Settlement Date: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Buyer][Seller]

Settlement Method Election Date: []

Default Settlement Method: Physical Settlement]³⁶⁴

Dividends:

[Dividend Period: [First Period][Second Period]

Excess Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the relevant Number of Shares³⁶⁵

Dividend Payment Date: []³⁶⁶

[Extraordinary Dividend: []³⁶⁷

Share Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

[Options Exchange: []³⁶⁸

Extraordinary Events:

Consequences of Merger Events:

³⁶⁴ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and should also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Physical Settlement.

³⁶⁵ If the parties specify an Excess Dividend Amount other than as above, the Excess Dividend Amount should be expressed as an aggregate amount including all relevant Extraordinary Dividends in relation to the relevant Share.

³⁶⁶ Include if Prepayment is applicable.

³⁶⁷ If the parties do not specify what constitutes an Extraordinary Dividend, then whether a dividend constitutes an Extraordinary Dividend will be determined by the Calculation Agent.

³⁶⁸ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[] ³⁶⁹
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³⁷⁰
[Tender Offer:	[Applicable]] ³⁷¹
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[] ³⁷²
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³⁷³

³⁶⁹ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

³⁷⁰ Include if Cancellation and Payment Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event.

³⁷¹ Include if Tender Offer is applicable.

³⁷² Include if Options Exchange Adjustment is specified as a consequence of any Tender Offer.

Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out] [Cancellation and Payment][Partial Cancellation and Payment]
[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³⁷⁴
Additional Disruption Events:	
[Change in Law:	[Applicable]] ³⁷⁵
[Failure to Deliver:	[Applicable]] ³⁷⁶
[Insolvency Filing:	[Applicable]] ³⁷⁷
[Hedging Disruption:	[Applicable]
Hedging Party:	[]] ³⁷⁸
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[]] ³⁷⁹
[Loss of Stock Borrow: [Applicable]	
Maximum Stock Loan Rate:	[]
Hedging Party:	[]] ³⁸⁰
[Increased Cost of Stock Borrow:[Applicable]	
Initial Stock Loan Rate:	[]
Hedging Party:	[]] ³⁸¹

³⁷³ Include if Cancellation and Payment, Calculation Agent Adjustment or Partial Cancellation and Payment is specified as a consequence of any Tender Offer.

³⁷⁴ Include if Cancellation and Payment or Partial Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

³⁷⁵ Include if Change in Law is applicable.

³⁷⁶ Include if Failure to Deliver is applicable.

³⁷⁷ Include if Insolvency Filing is applicable.

³⁷⁸ Include if Hedging Disruption is applicable.

³⁷⁹ Include if Increased Cost of Hedging is applicable.

³⁸⁰ Include if Loss of Stock Borrow is applicable.

³⁸¹ Include if Increased Cost of Stock Borrow is applicable.

[Determining Party:	[Buyer][Seller][Buyer and Seller]] ³⁸²
Non-Reliance:	[Applicable] [Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable] [Not Applicable]
Additional Acknowledgments:	[Applicable] [Not Applicable]

³⁸² Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System</i>

**Additional Provisions for a Confirmation
of a Cash-settled Index Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Effective Date:	[]
Termination Date:	[	][, subject to adjustment in accordance with the [] Business Day Convention.]
Index:	[]
Exchange(s):	[]
Related Exchange(s):	[	]³⁸³
[Knock-in Event:	[Applicable]	³⁸⁴
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[	]]³⁸⁵
[Knock-out Event:	[Applicable]	³⁸⁶
Knock-out Price:	[]

³⁸³ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Index.

³⁸⁴ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

³⁸⁵ Include if Knock-in Event is applicable.

³⁸⁶ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

Knock-out Reference Security: []
 Knock-out Determination Day(s): []
 Knock-out Valuation Time: []³⁸⁷

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]
 [Equity Amount Receiver: [Party A][Party B]]
 Equity Notional Amount: []
 Equity Notional Reset: [Applicable][Not Applicable]
 Type of Return: [Price Return][Total Return]
 [Multiplier: []³⁸⁸]
 Initial Price: []
 Final Price: []
 Valuation Time: At [] [a.m./p.m.] (local time in [])³⁸⁹
 Valuation Date[s]: []
 [Averaging Dates: [In relation to each Valuation Date,]]
 Averaging Date Disruption: [Omission][Postponement][Modified Postponement]
 Relevant Price: []³⁹⁰
 [Futures Price Valuation: [Applicable] [Not Applicable]]
 Exchange-traded Contract: []³⁹¹

Floating Amounts payable by [Party A][Party B]:

³⁸⁷ Include if Knock-out Event is applicable.

³⁸⁸ Include if applicable.

³⁸⁹ Specify city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

³⁹⁰ Include if Averaging is applicable.

³⁹¹ Include if Futures Price Valuation is applicable.

Floating Amount Payer: [Party A][Party B]

Notional Amount: [The Equity Notional Amount]³⁹²

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Cash Settlement Payment Date has not yet occurred, such Payment Date shall be postponed to the date on which the Cash Settlement Payment Date occurs and the Floating Amount Payer shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment Date]³⁹³ [, provided that, if on such date (the "Original Payment Date") the corresponding Cash Settlement Payment Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Cash Settlement Payment Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Cash Settlement Payment Date].³⁹⁴

Floating Rate Option: []

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: []

Business Days: []

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []

³⁹² Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

³⁹³ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

³⁹⁴ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Cash Settlement Payment Date and accrue interest during the period of the deferral.

[Party A][Party B] Initial Exchange Date: []³⁹⁵

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []

[Party A][Party B] Final Exchange Date: []³⁹⁶

Settlement Terms:

Settlement Currency: []

Cash Settlement: Applicable

Index Adjustment Events:

Index Modification: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

Index Cancellation: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

Index Disruption: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

[Determining Party: [Party A][Party B][Party A and Party B]]³⁹⁷

Additional Disruption Events:

[Change in Law: [Applicable]]³⁹⁸

[Hedging Disruption: [Applicable]

Hedging Party: []³⁹⁹

[Increased Cost of Hedging: [Applicable]

³⁹⁵ Include if Initial Exchange Amount is applicable.

³⁹⁶ Include if Final Exchange Amount is applicable.

³⁹⁷ Include if Cancellation and Payment is specified as the consequence of any Index Adjustment Event.

³⁹⁸ Include if Change in Law is applicable.

³⁹⁹ Include if Hedging Disruption is applicable.

Hedging Party:	[	]]⁴⁰⁰
[Loss of Stock Borrow:	[Applicable]	
Maximum Stock Loan Rate:	[]
Hedging Party:	[	]]⁴⁰¹
[Increased Cost of Stock Borrow:	[Applicable]	
Initial Stock Loan Rate:	[]
Hedging Party:	[	]]⁴⁰²
[Determining Party:	[Equity Amount Payer][Equity Amount Receiver]] ⁴⁰³	
Non-Reliance:	[Applicable][Not Applicable]	
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]	
Index Disclaimer:	[Applicable][Not Applicable]	
Additional Acknowledgments:	[Applicable][Not Applicable]	

⁴⁰⁰ Include if Increased Cost of Hedging is applicable.

⁴⁰¹ Include if Loss of Stock Borrow is applicable.

⁴⁰² Include if Increased Cost of Stock Borrow is applicable.

⁴⁰³ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Share Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date: []

Effective Date: []

Termination Date: [] [, subject to adjustment in accordance
with the [] Business Day Convention.]

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: []

Related Exchange(s): []⁴⁰⁴

[Knock-in Event: [Applicable]⁴⁰⁵

Knock-in Price: []

Knock-in Reference Security: []

Knock-in Determination Day(s): []

Knock-in Valuation Time: []⁴⁰⁶

[Knock-out Event: [Applicable]⁴⁰⁷

⁴⁰⁴ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Share.

⁴⁰⁵ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁴⁰⁶ Include if Knock-in Event is applicable.

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []⁴⁰⁸

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]

[Equity Amount Receiver: [Party A][Party B]]

Number of Shares: []

Equity Notional Amount: [] [; being on the Trade Date the Number of Shares multiplied by the Initial Price.]

Equity Notional Reset: [Applicable][Not Applicable]

Type of Return: [Price Return][Total Return]

[Multiplier: []⁴⁰⁹]

Initial Price: []

Final Price: []

Valuation Time: At [] [a.m./p.m.] (local time in [])⁴¹⁰

Valuation Date(s): []

[Averaging Dates: [In relation to each Valuation Date,]]

Averaging Date Disruption: [Omission][Postponement][Modified Postponement]

Relevant Price: []⁴¹¹

⁴⁰⁷ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

⁴⁰⁸ Include if Knock-out Event is applicable.

⁴⁰⁹ Include if applicable.

⁴¹⁰ Specify city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

⁴¹¹ Include if Averaging is applicable.

Floating Amounts payable by [Party A][Party B]:

Floating Amount Payer: [Party A][Party B]

Notional Amount: [The Equity Notional Amount]⁴¹²

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Cash Settlement Payment Date has not yet occurred, such Payment Date shall be postponed to the date on which the Cash Settlement Payment Date occurs and the Floating Amount Payer shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment Date]⁴¹³ [, provided that, if on such date (the "Original Payment Date") the corresponding Cash Settlement Payment Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Cash Settlement Payment Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Cash Settlement Payment Date].⁴¹⁴

Floating Rate Option: []

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: []

Business Days: []

⁴¹² Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

⁴¹³ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

⁴¹⁴ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Cash Settlement Payment Date and accrue interest during the period of the deferral.

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []

[Party A][Party B] Initial Exchange Date: []⁴¹⁵

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []

[Party A][Party B] Final Exchange Date: []⁴¹⁶

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Party A][Party B]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]⁴¹⁷

Dividends:

Dividend Period: [First Period][Second Period]

Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the Number of Shares⁴¹⁸

Dividend Payment Date: []

⁴¹⁵ Include if Initial Exchange Amount is applicable.

⁴¹⁶ Include if Final Exchange Amount is applicable.

⁴¹⁷ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and should also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Cash Settlement.

⁴¹⁸ If the parties specify a Dividend Amount other than as above, the Dividend Amount should be expressed as an aggregate amount including all relevant dividends.

Extraordinary Dividend:	[]
Re-investment of Dividends:	[Applicable][Not Applicable]
Adjustments:	
Method of Adjustment:	[Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange:	[]] ⁴¹⁹
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[]] ⁴²⁰
[Determining Party:	[Party A][Party B][Party and Party B]] ⁴²¹
[Tender Offer:	[Applicable]] ⁴²²
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]

⁴¹⁹ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

⁴²⁰ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

⁴²¹ Include if Cancellation and Payment, Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Merger Event.

⁴²² Include if Tender Offer is applicable.

Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[] ⁴²³
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴²⁴
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out][Cancellation and Payment]
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴²⁵
Additional Disruption Events:	
[Change in Law:	[Applicable]] ⁴²⁶
[Failure to Deliver:	[Applicable]] ⁴²⁷
[Insolvency Filing:	[Applicable]] ⁴²⁸
[Hedging Disruption:	[Applicable]]
Hedging Party:	[] ⁴²⁹
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ⁴³⁰

⁴²³ Include if Options Exchange Adjustment is specified as a consequence of any Tender Offer.

⁴²⁴ Include if Cancellation and Payment, Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Tender Offer.

⁴²⁵ Include if Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

⁴²⁶ Include if Change in Law is applicable.

⁴²⁷ Failure to Deliver need only be considered if Settlement Method Election is applicable because in that case, Physical Settlement may be elected.

⁴²⁸ Include if Insolvency Filing is applicable.

⁴²⁹ Include if Hedging Disruption is applicable.

[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ⁴³¹
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[] ⁴³²
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴³³
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

⁴³⁰ Include if Increased Cost of Hedging is applicable.

⁴³¹ Include if Loss of Stock Borrow is applicable.

⁴³² Include if Increased Cost of Stock Borrow is applicable.

⁴³³ Include if any Additional Disruption Event is specified as applicable.

**Additional Provisions for a Confirmation
of a Physically-settled Share Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Effective Date:	[]
Termination Date:	[][, subject to adjustment in accordance with the [] Business Day Convention.]
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:	[]
Related Exchange(s):	[] ⁴³⁴
Clearance System(s):	[]
[Knock-in Event:	[Applicable] ⁴³⁵
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[] ⁴³⁶
[Knock-out Event:	[Applicable] ⁴³⁷

⁴³⁴ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Share.

⁴³⁵ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁴³⁶ Include if Knock-in Event is applicable.

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []⁴³⁸

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]

[Equity Amount Receiver: [Party A][Party B]]

Number of Shares: []

Equity Notional Amount: [] [; being on the Trade Date the Number of Shares multiplied by the Initial Price.]

[Equity Notional Reset: [Applicable][Not Applicable]]⁴³⁹

[Type of Return: [Price Return][Total Return]]⁴⁴⁰

[Multiplier: []]⁴⁴¹

Floating Amounts payable by [Party A][Party B]:

Floating Amount Payer: [Party A][Party B]

Notional Amount: [The Equity Notional Amount]⁴⁴²

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Settlement Date has not yet occurred, such Payment Date shall be postponed to the date on which the Settlement Date occurs and the Floating Amount Payer

⁴³⁷ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

⁴³⁸ Include if Knock-out Event is applicable.

⁴³⁹ Include if Settlement Method Election is applicable.

⁴⁴⁰ Include if Settlement Method Election is applicable.

⁴⁴¹ Include if both Settlement Method Election and Multiplier are applicable.

⁴⁴² Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment Date⁴⁴³ [], provided that, if on such date (the "Original Payment Date") the corresponding Settlement Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Settlement Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Settlement Date⁴⁴⁴].

Floating Rate Option: []
 Designated Maturity: []
 Spread: []
 Floating Rate Day Count Fraction: []
 Reset Dates: []
 Business Days: []

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []
 [Party A][Party B] Initial Exchange Date: []⁴⁴⁵

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []
 [Party A][Party B] Final Exchange Date: []⁴⁴⁶

⁴⁴³ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

⁴⁴⁴ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Settlement Date and accrue interest during the period of the deferral.

⁴⁴⁵ Include if Initial Exchange Amount is applicable.

⁴⁴⁶ Include if Final Exchange Amount is applicable.

Settlement Terms:

Physical Settlement: Applicable⁴⁴⁷
Settlement Date: []⁴⁴⁸
Settlement Currency: []
[Settlement Method Election: [Applicable][Not Applicable]
Electing Party: [Party A][Party B]
Settlement Method Election Date: []
Default Settlement Method: Physical Settlement]⁴⁴⁹

[Dividends:

Dividend Period: [First Period][Second Period]
Dividend Amount: [Record Amount][Ex Amount][Paid Amount]
Dividend Payment Date: []
Extraordinary Dividend: []
Re-investment of Dividends: [Applicable][Not Applicable]]⁴⁵⁰

Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange: []]⁴⁵¹

Extraordinary Events:

⁴⁴⁷ If settlement cannot or will not be on the basis of delivery versus payment, specify the relevant details. Where the Shares do not settle (or the parties otherwise do not wish to settle the Shares) through a clearance system, the settlement procedures will need to be specified and relevant provisions of Article 9 of the Equity Derivative Definitions may have to be modified to take into account such settlement procedures.

⁴⁴⁸ If no Settlement Date is specified, the Settlement Date will be the day that falls one Settlement Cycle following the Valuation Date (or, if such day is not a Clearance System Business Day, the next following day that is a Clearance System Business Day), unless a Settlement Disruption Event prevents delivery of such Shares on that day.

⁴⁴⁹ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Cash Settlement.

⁴⁵⁰ Include if Settlement Method Election is applicable. If Dividend Amounts are to be included in a Physically-settled Equity Swap Transaction, further modifications will need to be made.

⁴⁵¹ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

Consequences of Merger Events:

Share-for-Share:	[Alternative Obligation][Cancellation and Payment] [Options Exchange Adjustment][Calculation Agent Adjustment][Modified Calculation Agent Adjustment]
Share-for-Other:	[Alternative Obligation][Cancellation and Payment] [Options Exchange Adjustment][Calculation Agent Adjustment][Modified Calculation Agent Adjustment]
Share-for-Combined:	[Alternative Obligation][Cancellation and Payment] [Options Exchange Adjustment][Calculation Agent Adjustment][Modified Calculation Agent Adjustment][Component Adjustment]
[Options Exchange:	[] ⁴⁵²
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴⁵³
[Tender Offer:	[Applicable]] ⁴⁵⁴

Consequences of Tender Offers:

Share-for-Share:	[Cancellation and Payment][Options Exchange Adjustment][Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Other:	[Cancellation and Payment][Options Exchange Adjustment][Calculation Agent Adjustment] [Modified Calculation Agent Adjustment]
Share-for-Combined:	[Cancellation and Payment][Options Exchange Adjustment][Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Component Adjustment]
[Options Exchange:	[] ⁴⁵⁵
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴⁵⁶

⁴⁵² Include if Options Exchange Adjustment is specified as a consequence of any Merger Event.

⁴⁵³ Include if Cancellation and Payment, Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Merger Event.

⁴⁵⁴ Include if Tender Offer is applicable.

⁴⁵⁵ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out][Cancellation and Payment]
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴⁵⁷
Additional Disruption Events:	
[Change in Law:	[Applicable]] ⁴⁵⁸
[Failure to Deliver:	[Applicable]] ⁴⁵⁹
[Insolvency Filing:	[Applicable]] ⁴⁶⁰
[Hedging Disruption:	[Applicable]
Hedging Party:	[]] ⁴⁶¹
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[]] ⁴⁶²
[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[]] ⁴⁶³
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[]] ⁴⁶⁴

⁴⁵⁶ Include if Cancellation and Payment, Calculation Agent Adjustment or Modified Calculation Agent Adjustment is specified as the consequence of any Tender Offer.

⁴⁵⁷ Include if Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

⁴⁵⁸ Include if Change in Law is applicable.

⁴⁵⁹ Include if Failure to Deliver is applicable.

⁴⁶⁰ Include if Insolvency Filing is applicable.

⁴⁶¹ Include if Hedging Disruption is applicable.

⁴⁶² Include if Increased Cost of Hedging is applicable.

⁴⁶³ Include if Loss of Stock Borrow is applicable.

⁴⁶⁴ Include if Increased Cost of Stock Borrow is applicable.

[Determining Party:	[Party A][Party B][Party A and Party B]] ⁴⁶⁵
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

⁴⁶⁵ Include if any Additional Disruption Event is applicable.

**Additional Provisions for a Confirmation
of a Cash-settled Index Basket Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Effective Date:	[]
Termination Date:	[], subject to adjustment in accordance with the [] Business Day Convention.]
Basket:	As specified in Annex 1
Exchange(s):	As specified in Annex 1
Related Exchange:	As specified in Annex 1 ⁴⁶⁶
[Knock-in Event:	[Applicable] ⁴⁶⁷
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[]] ⁴⁶⁸
[Knock-out Event:	[Applicable] ⁴⁶⁹
Knock-out Price:	[]

⁴⁶⁶ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Index.

⁴⁶⁷ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁴⁶⁸ Include if Knock-in Event is applicable.

⁴⁶⁹ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

Knock-out Reference Security: []
 Knock-out Determination Day(s): []
 Knock-out Valuation Time: []⁴⁷⁰

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]
 [Equity Amount Receiver: [Party A][Party B]]
 Equity Notional Amount: []
 Equity Notional Reset: [Applicable][Not Applicable]
 Type of Return: [Price Return][Total Return]
 [Multiplier: []⁴⁷¹]
 Initial Price: []
 Final Price: []
 Valuation Time: At [] [a.m./p.m.] (local time in [])⁴⁷²
 Valuation Date(s): []
 [Averaging Dates: [In relation to each Valuation Date,]]
 Averaging Date Disruption: [Omission][Postponement][Modified Postponement]
 Relevant Price: [The level of the Index]⁴⁷³
 [Futures Price Valuation: [Applicable][Not Applicable]]
 Exchange-traded Contract: []⁴⁷⁴

Floating Amounts payable by [Party A][Party B]:

⁴⁷⁰ Include if Knock-out Event is applicable.

⁴⁷¹ Include if applicable.

⁴⁷² Specify city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

⁴⁷³ Include if Averaging is applicable.

⁴⁷⁴ Include if Futures Price Valuation is applicable to the Index.

Floating Amount Payer: [Party A][Party B]

Notional Amount: [The Equity Notional Amount]⁴⁷⁵

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Cash Settlement Payment Date has not yet occurred, such Payment Date shall be postponed to the date on which the Cash Settlement Payment Date occurs and the Floating Amount Payer shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment Date]⁴⁷⁶ [, provided that, if on such date (the "Original Payment Date") the corresponding Cash Settlement Payment Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Cash Settlement Payment Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Cash Settlement Payment Date].⁴⁷⁷

Floating Rate Option: []

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: []

Business Days: []

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []

⁴⁷⁵ Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

⁴⁷⁶ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

⁴⁷⁷ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Cash Settlement Payment Date and accrue interest during the period of the deferral.

[Party A][Party B] Initial Exchange Date: []⁴⁷⁸

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []

[Party A][Party B] Final Exchange Date: []⁴⁷⁹

Settlement Terms:

Settlement Currency: []

Cash Settlement: Applicable

Index Adjustment Events:

Index Modification: [Calculation Agent Adjustment] [Negotiated Close-out] [Cancellation and Payment]

Index Cancellation: [Calculation Agent Adjustment] [Negotiated Close-out] [Cancellation and Payment]

Index Disruption: [Calculation Agent Adjustment] [Negotiated Close-out] [Cancellation and Payment]

[Determining Party: [Equity Amount Payer][Equity Amount Receiver]]⁴⁸⁰

Additional Disruption Events:

[Change in Law: [Applicable]]⁴⁸¹

[Hedging Disruption: [Applicable]

Hedging Party: []⁴⁸²

[Increased Cost of Hedging: [Applicable]]

Hedging Party: []⁴⁸³

⁴⁷⁸ Include if Initial Exchange Amount is applicable.

⁴⁷⁹ Include if Final Exchange Amount is applicable.

⁴⁸⁰ Include if Cancellation and Payment is specified as the consequence of any Index Adjustment Event.

⁴⁸¹ Include if Change in Law is applicable.

⁴⁸² Include if Hedging Disruption is applicable.

[Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ⁴⁸⁴]
[Increased Cost of Stock Borrow:	[Applicable]
Initial Stock Loan Rate:	[]
Hedging Party:	[] ⁴⁸⁵]
[Determining Party:	[Equity Amount Payer][Equity Amount Receiver]] ⁴⁸⁶
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Index Disclaimer:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

483 Include if Increased Cost of Hedging is applicable.

484 Include if Loss of Stock Borrow is applicable.

485 Include if Increased Cost of Stock Borrow is applicable.

486 Include if any Additional Disruption Event is applicable.

ANNEX 1

Indices comprised in the Basket

The Basket is composed of the following Indices in the relative weightings set out in relation to each Index below.

<i>Index</i>	<i>Exchange(s)</i>	<i>Related Exchange(s)</i>	<i>Weighting</i>
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.
			[] per cent.

**Additional Provisions for a Confirmation
of a Cash-settled Share Basket Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Effective Date:	[]
Termination Date:	[][, subject to adjustment in accordance with the [] Business Day Convention.]
Basket:	As specified in Annex 1
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ⁴⁸⁷
[Knock-in Event:	[Applicable] ⁴⁸⁸
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[]] ⁴⁸⁹
[Knock-out Event:	[Applicable] ⁴⁹⁰
Knock-out Price:	[]

⁴⁸⁷ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

⁴⁸⁸ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event.

⁴⁸⁹ Include if Knock-in Event is applicable. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁴⁹⁰ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

Knock-out Reference Security: []
Knock-out Determination Day(s): []
Knock-out Valuation Time: []]⁴⁹¹

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]
[Equity Amount Receiver: [Party A][Party B]]
Number of Baskets: []
Equity Notional Amount: [] [; being on the Trade Date the Number of Shares multiplied by the Initial Price.]
Equity Notional Reset: [Applicable][Not Applicable]
Type of Return: [Price Return][Total Return]
[Multiplier: []]⁴⁹²
Initial Price: []
Final Price: []
Valuation Time: At [] [a.m./p.m.] (local time in []) ⁴⁹³
Valuation Date[s]: []
[Averaging Dates: [In relation to each Valuation Date,]]
Averaging Date Disruption: [Omission][Postponement][Modified Postponement]
Relevant Price: []]⁴⁹⁴

Floating Amounts payable by [Party A][Party B]:

Floating Amount Payer: [Party A][Party B]

⁴⁹¹ Include if Knock-out Event is applicable.

⁴⁹² Include if applicable.

⁴⁹³ Specify city in which the Exchange is located. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as applicable.

⁴⁹⁴ Include if Averaging is applicable.

Notional Amount: [The Equity Notional Amount]⁴⁹⁵

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Cash Settlement Payment Date has not yet occurred, such Payment Date shall be postponed to the date on which the Cash Settlement Payment Date occurs and the Floating Amount Payer shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment Date]⁴⁹⁶ [, provided that, if on such date (the "Original Payment Date") the corresponding Cash Settlement Payment Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Cash Settlement Payment Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Cash Settlement Payment Date].⁴⁹⁷

Floating Rate Option: []

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: []

Business Days: []

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []

[Party A][Party B] Initial []⁴⁹⁸

⁴⁹⁵ Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

⁴⁹⁶ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

⁴⁹⁷ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Cash Settlement Payment Date and accrue interest during the period of the deferral.

⁴⁹⁸ Include if Initial Exchange Amount is applicable.

Exchange Date:

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []

[Party A][Party B] Final Exchange Date: []⁴⁹⁹

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: []

[Settlement Method Election: [Applicable][Not Applicable]

Electing Party: [Equity Amount Payer][Equity Amount Receiver]

Settlement Method Election Date: []

Default Settlement Method: Cash Settlement]⁵⁰⁰

Dividends:

Dividend Period: [First Period][Second Period]

Dividend Amount: The [Record Amount][Ex Amount][Paid Amount] multiplied by the relevant Number of Shares⁵⁰¹

Dividend Payment Date: []

Extraordinary Dividend: [] per Share

Re-investment of Dividends: [Applicable][Not Applicable]

Adjustments:

Method of Adjustment: [Options Exchange Adjustment][Calculation Agent Adjustment]

⁴⁹⁹ Include if Final Exchange Amount is applicable.

⁵⁰⁰ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and must also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Cash Settlement.

⁵⁰¹ If the parties specify a Dividend Amount other than as above, the Dividend Amount should be expressed as an aggregate amount including all relevant dividends in relation to the relevant Share.

[Options Exchange:	[] ⁵⁰²
Extraordinary Events:	
Consequences of Merger Events:	
Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[] ⁵⁰³
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁵⁰⁴
[Tender Offer:	[Applicable]] ⁵⁰⁵
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified

⁵⁰² Include if Options Exchange Adjustment is specified as the Method of Adjustment.

⁵⁰³ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

⁵⁰⁴ Include if Cancellation and Payment Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event.

⁵⁰⁵ Include if Tender Offer is applicable.

	Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[] ⁵⁰⁶
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁵⁰⁷
Composition of Combined Consideration:	[Applicable][Not Applicable]
Nationalization, Insolvency or Delisting:	[Negotiated Close-out][Cancellation and Payment] [Partial Cancellation and Payment]
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁵⁰⁸
Additional Disruption Events:	
[Change in Law:	[Applicable]]
[Failure to Deliver:	[Applicable]] ⁵⁰⁹
[Insolvency Filing:	[Applicable]]
[Hedging Disruption:	[Applicable]
Hedging Party:	[] ⁵¹⁰
[Increased Cost of Hedging:	[Applicable]
Hedging Party:	[] ⁵¹¹
Loss of Stock Borrow:	[Applicable]
Maximum Stock Loan Rate:	[]
Hedging Party:	[] ⁵¹²

⁵⁰⁶ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

⁵⁰⁷ Include if Cancellation and Payment, Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Tender Offer.

⁵⁰⁸ Include if Cancellation and Payment or Partial Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

⁵⁰⁹ If Settlement Method Election is applicable, parties should include terms relating to Physical Settlement as well as Cash Settlement and should also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If Settlement Method Election is applicable the Electing Party (or if none is specified, the Equity Amount Receiver) will be entitled to make the Settlement Method Election and must give irrevocable notice to other party of its election to have Cash Settlement apply to such Transaction. If no such notice is given by the Settlement Method Election Date, the Default Settlement Method (or if none is specified, Cash Settlement) will apply.

⁵¹⁰ Include if Hedging Disruption is applicable.

⁵¹¹ Include if Increased Cost of Hedging is applicable.

⁵¹² Include if Loss of Stock Borrow is applicable.

[Increased Cost of Stock Borrow:[Applicable]

Initial Stock Loan Rate: []

Hedging Party: []]⁵¹³

[Determining Party: [Party A][Party B][Party A and Party B]]⁵¹⁴

Non-Reliance: [Applicable][Not Applicable]

Agreements and Acknowledgments
Regarding Hedging Activities: [Applicable][Not Applicable]

Additional Acknowledgments: [Applicable][Not Applicable]

⁵¹³ Include if Increased Cost of Stock Borrow is applicable.

⁵¹⁴ Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System</i> ⁵¹⁵

⁵¹⁵ Include if Settlement Method Election is applicable.

**Additional Provisions for a Confirmation
of a Physically-settled Share Basket Swap Transaction**

[See Exhibit I for the introduction, standard paragraphs and closing for the letter agreement or telex.]

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

General Terms:

Trade Date:	[]
Effective Date:	[]
Termination Date:	[] [, subject to adjustment in accordance with the [] Business Day Convention.]
Basket:	As specified in Annex 1
Exchange(s):	As specified in Annex 1
Related Exchange(s):	As specified in Annex 1 ⁵¹⁶
Clearance System(s):	As specified in Annex 1
[Knock-in Event:	[Applicable] ⁵¹⁷
Knock-in Price:	[]
Knock-in Reference Security:	[]
Knock-in Determination Day(s):	[]
Knock-in Valuation Time:	[]] ⁵¹⁸
[Knock-out Event:	[Applicable] ⁵¹⁹

⁵¹⁶ If the parties specify "All Exchanges" as the Related Exchange, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

⁵¹⁷ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

⁵¹⁸ Include if Knock-in Event is applicable.

⁵¹⁹ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

Knock-out Price: []

Knock-out Reference Security: []

Knock-out Determination Day(s): []

Knock-out Valuation Time: []⁵²⁰

Equity Amounts payable by [Party A][Party B]

Equity Amount Payer: [Party A][Party B]

[Equity Amount Receiver: [Party A][Party B]]

Number of Baskets: []

Equity Notional Amount: [] [; being on the Trade Date the Number of Shares multiplied by the Initial Price.]

[Equity Notional Reset: [Applicable][Not Applicable]]⁵²¹

[Type of Return: [Price Return][Total Return]]⁵²²

[Multiplier: []]⁵²³

Floating Amounts payable by [Party A][Party B]:

Floating Amount Payer: [Party A][Party B]

Notional Amount: [The Equity Notional Amount]⁵²⁴

Payment Dates: [], subject to adjustment in accordance with the [] Business Day Convention [, provided that, if on such date the corresponding Settlement Date has not yet occurred, such Payment Date shall be postponed to the date on which the Settlement Date occurs and the Floating Amount Payer shall pay the Floating Amount due in relation to the relevant Calculation Period on that postponed Payment

⁵²⁰ Include if Knock-out Event is applicable.

⁵²¹ Include if Settlement Method Election is applicable.

⁵²² Include if Settlement Method Election is applicable.

⁵²³ Include if both Settlement Method Election and Multiplier are applicable.

⁵²⁴ Parties may wish to consider defining the Notional Amount in relation to the Equity Notional Amount if they want to ensure that any modifications to the Equity Notional Amount are reflected in the Notional Amount.

Date]⁵²⁵ [, provided that, if on such date (the "Original Payment Date") the corresponding Settlement Date has not yet occurred, (i) the Calculation Period will be deemed to end on (but exclude) the Original Payment Date, (ii) interest will accrue on the Floating Amount from (and including) the Settlement Date at [] calculated on the basis of daily compounding and the actual number of days elapsed and (iii) the Floating Amount Payer shall pay the relevant Floating Amount, together with any accrued interest, on the Settlement Date].⁵²⁶

Floating Rate Option: []

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: []

Business Days: []

[Initial Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Initial Exchange Amount: []

[Party A][Party B] Initial Exchange Date: []⁵²⁷

[Final Exchange Amount payable by [Party A][Party B]:

[Party A][Party B] Final Exchange Amount: []

[Party A][Party B] Final Exchange Date: []⁵²⁸

Settlement Terms:

⁵²⁵ Include if the parties wish to extend the Floating Amount Payer Calculation Period in these circumstances.

⁵²⁶ Include if the parties wish, as an alternative to extending the Floating Amount Payer Calculation Period, to defer payment of the Floating Amount to the Settlement Date and accrue interest during the period of the deferral.

⁵²⁷ Include if Initial Exchange Amount is applicable.

⁵²⁸ Include if Final Exchange Amount is applicable.

Physical Settlement:	Applicable ⁵²⁹
Settlement Currency:	[]
[Settlement Date:	[] ⁵³⁰
[Settlement Method Election:	[Applicable][Not Applicable]
Electing Party:	[Equity Amount Payer][Equity Amount Receiver]
Settlement Method Election Date:	[]
Default Settlement Method:	Physical Settlement ⁵³¹
[Dividends:	
Dividend Period:	[First Period][Second Period]
Dividend Amount:	[Record Amount][Ex Amount][Paid Amount]
Dividend Payment Date:	[]
Extraordinary Dividend:	[]
Re-investment of Dividends:	[Applicable][Not Applicable] ⁵³²
Adjustments:	
Method of Adjustment:	[Options Exchange Adjustment][Calculation Agent Adjustment]
[Options Exchange:	[] ⁵³³
Extraordinary Events:	
Consequences of Merger Events:	

⁵²⁹ If settlement cannot or will not be on the basis of delivery versus payment, specify the relevant details. Where the Shares do not settle (or the parties otherwise do not wish to settle the Shares) through a clearance system, the settlement procedures will need to be specified and relevant provisions of Article 9 of the Equity Derivative Definitions may have to be modified to take into account such settlement procedures.

⁵³⁰ If no Settlement Date is specified, the Settlement Date will be the day that falls one Settlement Cycle following the Valuation Date (or, if such day is not a Clearance System Business Day, the next following day that is a Clearance System Business Day), unless a Settlement Disruption Event prevents delivery of such Shares on that day.

⁵³¹ If Settlement Method Election is applicable, parties should include terms relating to Cash Settlement as well as Physical Settlement and should also specify an Electing Party, Default Settlement Method and Settlement Method Election Date. If no Default Settlement Method is specified, the Default Settlement Method will be Cash Settlement.

⁵³² Include if Settlement Method Election is applicable. If Dividend Amounts are to be included in a Physically-settled Equity Swap Transaction, further modifications will need to be made.

⁵³³ Include if Options Exchange Adjustment is specified as the Method of Adjustment.

Share-for-Share:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Alternative Obligation] [Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[⁵³⁴]]
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁵³⁵
[Tender Offer:	[Applicable]] ⁵³⁶
Consequences of Tender Offers:	
Share-for-Share:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Other:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment]
Share-for-Combined:	[Cancellation and Payment] [Options Exchange Adjustment] [Calculation Agent Adjustment] [Modified Calculation Agent Adjustment] [Partial Cancellation and Payment] [Component Adjustment]
[Options Exchange:	[⁵³⁷]]

⁵³⁴ Include if Options Exchange Adjustment is specified as the consequence of any Merger Event.

⁵³⁵ Include if Cancellation and Payment Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event.

⁵³⁶ Include if Tender Offer is applicable.

⁵³⁷ Include if Options Exchange Adjustment is specified as the consequence of any Tender Offer.

[Determining Party: [Party A][Party B][Party A and Party B]]⁵³⁸

Composition of Combined Consideration: [Applicable][Not Applicable]

Nationalization, Insolvency or Delisting: [Negotiated Close-out] [Cancellation and Payment]
[Partial Cancellation and Payment]

[Determining Party: [Party A][Party B][Party A and Party B]]⁵³⁹

Additional Disruption Events:

[Change in Law: [Applicable]]⁵⁴⁰

[Failure to Deliver: [Applicable]]⁵⁴¹

[Insolvency Filing: [Applicable]]⁵⁴²

[Hedging Disruption: [Applicable]

Hedging Party: []⁵⁴³

[Increased Cost of Hedging: [Applicable]

Hedging Party: []⁵⁴⁴

[Loss of Stock Borrow: [Applicable]

Maximum Stock Loan Rate: []

Hedging Party: []⁵⁴⁵

[Increased Cost of Stock Borrow:[Applicable]

Initial Stock Loan Rate: []

⁵³⁸ Include if Cancellation and Payment, Calculation Agent Adjustment, Modified Calculation Agent Adjustment or Partial Cancellation and Payment is specified as the consequence of any Merger Event or Tender Offer.

⁵³⁹ Include if Cancellation and Payment or Partial Cancellation and Payment is specified as the consequence of a Nationalization, Insolvency or Delisting.

⁵⁴⁰ Include if Change in Law is applicable.

⁵⁴¹ Include if Failure to Deliver is applicable.

⁵⁴² Include if Insolvency Filing is applicable.

⁵⁴³ Include if Hedging Disruption is applicable.

⁵⁴⁴ Include if Increased Cost of Hedging is applicable.

⁵⁴⁵ Include if Loss of Stock Borrow is applicable.

Hedging Party:	[<input type="checkbox"/>] ⁵⁴⁶
[Determining Party:	[Party A][Party B][Party A and Party B]] ⁵⁴⁷
Non-Reliance:	[Applicable][Not Applicable]
Agreements and Acknowledgments Regarding Hedging Activities:	[Applicable][Not Applicable]
Additional Acknowledgments:	[Applicable][Not Applicable]

⁵⁴⁶ Include if Increased Cost of Stock Borrow is applicable.

⁵⁴⁷ Include if any Additional Disruption Event is applicable.

ANNEX 1

Shares comprised in the Basket

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.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>	<i>Related Exchange</i>	<i>Clearance System</i>