

**MASTER AGREEMENT
FOR FINANCIAL TRANSACTIONS**

**PRODUCT ANNEX
FOR
DEPOSITS AND LOANS**

Edition January 2008

This Annex supplements the General Provisions which form part of any Master Agreement for Financial Transactions based on the form published by the Banking Federation of the European Union.

1. Purpose, Applicability

(1) *Purpose.* The purpose of this Annex (“Deposit and Lending Annex”) is to govern Transactions (“Deposits” and “Loans”) in which one party (the “Lender”) deposits or lends to the other (the “Borrower”) a specific amount of money (the “Deposited or Lent Amount”) for a determined or initially undetermined period of time. Any reference in this Annex to a Transaction shall be construed as a reference to a Deposit or a Loan.

(2) *Applicability.* If this Annex forms part of a Master Agreement between any two parties, such Master Agreement (including this Annex) shall apply to any Deposit or Loan between such parties which is to be conducted by each party through a Booking Office specified in such Master Agreement in respect of Deposits and Loans and which either (a) has been entered into subject to the terms of such Master Agreement or (b) is a type of Deposit or Loan specified in the Special Provisions as being a type of Deposit or Loan to which this Annex shall apply.

2. Other Documentation

If the parties have, in the Special Provisions, a Confirmation or otherwise incorporated into the terms of a Deposit or Loan (a) the general business conditions of one party or (b) a Market Standard

Documentation, in whole or in part, such general business conditions or Market Standard Documentation (or parts thereof) so incorporated shall apply to such Deposit or Loan and, in the event of any conflict, prevail over Sections 3 and 4 of this Annex. For the avoidance of doubt, the terms of such general business conditions or Market Standard Documentation shall, unless the parties have agreed otherwise, be construed in accordance with the law agreed by the parties in Section 4 of the Special Provisions to govern the Master Agreement. “Market Standard Documentation” means a documentation (including, but not be limited to, any documentation published by a member association of the FBE or by an industry association) which sets out for different types of Transactions the terms and technical characteristics relating to such Transactions and which may include one or more definitions, lists of definitions, addenda (including, but not limited to, samples of Confirmation) or provisions for use in connection with other market standard master agreements.

3. Payments and Repayments

(1) *Initial Payment.* On the date agreed for the payment of the Deposited or Lent Amount (the “Payment Date”), the Lender shall pay the Deposited or Lent Amount to the Borrower.

(2) *Repayment.* On the date agreed for the repayment of the Deposited or Lent Amount (the “Repayment Date”), the Borrower shall repay to the Lender an amount of money in the same currency and amount as the Deposited or Lent Amount.

(3) Interpretation. Any reference in this Annex to the Deposited or Lent Amount in the context of the repayment thereof, shall be construed so as to mean a reference to an amount of money in the same currency and amount as such Deposited or Lent Amount.

(4) On Demand Transactions. The parties may agree that Loans or Deposits are terminable on demand, in which case the Repayment Date shall be the date specified in the demand notice sent by one party to the other, provided that the period between the taking effect of such notice and the Repayment Date so specified shall be no less than the minimum period customarily required for the payment of amounts in the relevant currency. [In the absence of a demand notice, the Repayment Date for a Loan or Deposit terminable on demand shall be the day which falls 364 days after the Payment Date.]

(5) Late Payments.

(a) Failure by Lender. If the Lender fails to pay the Deposited or Lent Amount on the applicable Payment Date, the Borrower may, at any time while such failure continues:

(i) require the Lender to pay to the Borrower an amount equal to the excess, if any, of the Borrower's Alternative Borrowing Cost over the pro rata portion of the Interest attributable to the period of delay, each calculated for the period from (and including) the Payment Date to (but excluding) the earlier of the date on which the Deposited or Lent Amount is paid to the Borrower and the Repayment Date (which in the case of a Transaction terminable on demand shall be deemed to be the earliest date on which the Deposited or Lent Amount would be required to be repaid following a demand by the Lender); "Alternative Borrowing Cost" of a party means the cost (including fees and expenses), as determined by such party, which such party has or would have reasonably incurred in borrowing the Deposited or Lent Amount in the market for the relevant period; and

(ii) if the parties have not agreed on measures to promptly remedy the failure, give notice to the Lender that the Repayment Date shall be advanced so as to occur immediately, whereupon the obligations of the parties to pay and repay the Deposited or Lent Amount shall cease and no payments shall be due between them other than, if applicable, pursuant to (i).

(b) Failure by Borrower. If the Borrower fails to repay the Deposited or Lent Amount on the applicable Repayment Date, the Lender may, at any time while such failure continues, require the

Borrower to pay to the Lender an amount equal to the higher of (a) the Lender's Alternative Borrowing Cost, (b) the Interest and (c) the interest provided for in Section 3(5) of the General Provisions, each calculated for the period from (and including) the Repayment Date to (but excluding) the date of actual repayment of the Deposited or Lent Amount.

(c) Partial Payments. If the Lender or the Borrower pays or repays only part, but not all, of the Deposited or Lent Amount on the date specified in (a) or (b), respectively, the respective other party may, at its option, either accept such payment and exercise its right under those paragraphs with respect to the residual unpaid Deposited or Lent Amount or decline such acceptance and exercise its right with respect to the whole Deposited or Lent Amount.

(d) Remedies. Beyond the remedies provided in this subsection 5, neither party shall in the event of any failure by the other party to pay or repay all or part of the Deposited or Lent Amount, be entitled to recover any additional damage as a consequence of such failure. The Non-Defaulting Party's right to terminate all outstanding Transactions pursuant to Section 6(1) or (2) of the General Provisions and to calculate Transaction Values in respect of all Deposits or Loans so terminated, shall remain unaffected.

4. Interest

The Borrower shall pay to the Lender for each Deposit or Loan interest (the "Interest") equal to the rate per annum agreed in respect of such Deposit or Loan and calculated on the Deposited or Lent Amount. The Interest shall be calculated for the period from (and including) the Payment Date or, if later, the date of actual payment of the Deposited or Lent Amount to the Borrower, to (but excluding) the Repayment Date or, if later, the date of actual return of the Deposited or Lent Amount to the Lender, based on the actual number of days in such period and a 360-day-year. Unless otherwise agreed, the Lender shall calculate the Interest at the beginning of each month for the preceding month or, if earlier, on the Repayment Date, and send the Borrower a statement setting forth such Interest. The Interest shall be payable on the second Business Day following the receipt of such statement sent by the Lender.

5. Margin Provisions

Any obligation of the parties to transfer cash or Securities as Margin under certain circumstances shall be performed in accordance with the provisions of the applicable Margin Maintenance Annex published by the FBE, or with any other rules to be separately agreed.