

MASTER NOVATION AND CANCELLATION AGREEMENT

This Master Novation and Cancellation Agreement (this "**Agreement**") is dated as of [●] and is among [●] (the "**Client**") and each of the financial institutions listed in Schedule 1 hereto or added by amendment hereto.

WHEREAS, each party hereto wishes to facilitate the transfer by novation and, in some cases, the Cancellation (as defined below) of Covered Transactions; and

WHEREAS, each party hereto wishes to make certain amendments to the Master Agreements (as defined below) between it and each other party hereto to accommodate the transfer by novation and Cancellation of Covered Transactions as described herein.

NOW, THEREFORE, in consideration of the representations and premises set forth herein, each party hereto hereby agrees as follows:

1. Terms used in this Agreement without definition have the meanings set forth in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), the Emerging Markets Trading Association, and the Foreign Exchange Committee), as amended and supplemented from time to time. The following terms used in this Agreement have the following meanings:

"**Cancellation**" means, with respect to a Covered Transaction, either the termination of [all or a designated part of] such Covered Transaction or the entering into of an Offsetting Transaction, as applicable.

"**Classic Novation**" means, with respect to a Covered Transaction between two parties, a novation effected in accordance with the terms of this Agreement, pursuant to which:

- (a) one party (Transferor) transfers all of its rights, liabilities, duties and obligations with respect to such Covered Transaction (and is discharged with respect to such liabilities, duties and obligations to the extent provided herein) to a third party (Transferee); and
- (b) the other party to such Covered Transaction is the Remaining Party.

"**Collapse Novation**" means, with respect to:

- (a) a Covered Transaction between two parties, a novation effected in accordance with the terms of this Agreement, pursuant to which: (i) one such party (Transferor) transfers all of its rights, liabilities, duties and obligations with respect to such Covered Transaction (and is discharged with respect to such liabilities, duties and obligations to the extent provided herein) to a third party (Transferee) and (ii) the other party to such Covered Transaction is the Remaining Party; and
- (b) one or more Linked Covered Transactions, a Cancellation of each such Linked Covered Transaction effected in accordance with the terms of this Agreement.

"**Consent Request**" means a notice that is (i) substantially in the form of Exhibit A hereto and (ii) satisfies the requirements set forth in Section 3(a) below.

"Covered Transaction" means all or a designated portion of an FX Transaction or a Currency Option Transaction, as specified in a Consent Request from an Initiating Party referred to in Section 3(a) below.

"Linked Covered Transaction" means a Covered Transaction that is subject to Cancellation in accordance with a Collapse Novation and that is related to the Covered Transaction subject to novation. The remainder of an FX Transaction or Currency Option Transaction after designation of a Covered Transaction from it may be a Linked Covered Transaction.

"Master Agreement" means any of the following: (a) the ISDA 2002 Master Agreement, (b) the 1992 ISDA Master Agreement (Multicurrency — Cross Border), (c) the 1992 ISDA Master Agreement (Local Currency — Single Jurisdiction), (d) the 1987 ISDA Interest Rate and Currency Exchange Agreement, (e) the 1987 ISDA Interest Rate Swap Agreement, (f) the International Foreign Exchange Master Agreement, (g) the International Currency Options Market Master Agreement, (h) the International Foreign Exchange and Options Master Agreement, or (i) the Foreign Exchange and Currency Option Master Agreement.

"Offsetting Transaction" means an FX Transaction or a Currency Option Transaction, as applicable, (a) having identical terms to a relevant Covered Transaction or Linked Covered Transaction, as applicable but (b) in which each party to such FX Transaction or Currency Option Transaction has an economic position in such FX Transaction or Currency Option Transaction opposite to the economic position such party has in such relevant Covered Transaction or Linked Covered Transaction, as applicable.

"Relevant EMTA Template" means the template terms for the confirmation of a Non-Deliverable FX Transaction (an **"NDF Transaction"**) or Non-Deliverable Currency Option Transaction (an **"NDO Transaction"**) in a particular currency pair as recommended by EMTA, Inc. or a recognized successor published and available at www.emta.org or any successor website.

"Remaining Party" means a party to a Covered Transaction whose consent is required in connection with, or who has consented to, a Transferor's transfer by novation and the acceptance thereof by the Transferee of all of the Transferor's rights, liabilities, duties, and obligations as of a certain date with respect to such Remaining Party under and in respect of a Covered Transaction.

"Standard Novation" means a Classic Novation or a Collapse Novation, as applicable.

"Transferee" means a party whose consent is required in connection with, or who has consented to, a Transferor's transfer by novation to Transferee all of the rights, liabilities, duties, and obligations as of a certain date of a Transferor with respect to a Remaining Party under and in respect of a Covered Transaction.

"Transferor" means a party to a Covered Transaction whose consent is required in connection with, or who has consented to, a transfer by novation to a Transferee of all of its rights, liabilities, duties, and obligations as of a certain date with respect to a Remaining Party, and releases and discharges such Remaining Party, under and in respect of a Covered Transaction.

2. Notwithstanding anything else to the contrary in the Master Agreement between any two parties hereto, each party agrees that, from and after the date on which it has received a copy of this Agreement signed by all the parties hereto or a copy of an amendment effected pursuant to Section 9 below, the transfer by novation or the Cancellation of a Covered Transaction involving

it and any party hereto may be accomplished in accordance with the terms of this Agreement [by use of appropriate documentation indicating that Section].

3. (a) A party to a Covered Transaction (such party, the “**Initiating Party**”) may, on any Business Day, by means of a Consent Request substantially in the form of Exhibit A hereto, initiate a request for a proposed transfer by novation of all or a designated portion of its rights, liabilities, duties and obligations under a Covered Transaction and, if applicable, an accompanying Cancellation of all or a designated portion of one or more Linked Covered Transactions by requesting the consent of any other party to such Covered Transaction or any such Linked Covered Transaction, as applicable, and, in the case of a transfer by novation, the proposed Transferee, which Consent Request, in each case, shall include (A) the type of Standard Novation pursuant to which such transfer or Cancellation, as applicable, would occur, (B) such Covered Transaction proposed to be transferred in accordance with such specified type of Standard Novation and Linked Covered Transaction, as applicable (by reference to the parties thereto, the effective date thereof and any identifying number(s) provided therein), (C) the names of the proposed Transferor, Remaining Party and Transferee, (D) the date of effectiveness of the proposed novation and the proposed Cancellation, as applicable (in each case, the “**Proposed Effective Date**”), (E) the name of the proposed Calculation Agent, (F) if applicable, the method of compensation as requested in Section 3(c) below and details of any Offsetting Trade, and (G) a copy of the Confirmation evidencing the Covered Transaction or a Linked Covered Transaction unless such Covered Transaction or Linked Covered Transaction, as applicable, is one of the following, for which all details are provided in accordance with Exhibit A hereto (1) a Deliverable FX Transaction or (2) an NDO Transaction or NDF Transaction which is governed by the Relevant EMTA Template and settles in US\$.

The Initiating Party shall be deemed to have consented to any Consent Request initiated by it to which its consent would otherwise be required as a party to the relevant Covered Transaction or Linked Covered Transaction, as applicable. Any Consent Request initiated by the Initiating Party shall be deemed to be in respect of the entire FX Transaction or Currency Option Transaction unless otherwise designated in the applicable Consent Request from the Initiating Party.

- (b) Each party that receives from the Initiating Party a Consent Request substantially in the form of Exhibit A hereto specifying a proposed transfer by novation of a Covered Transaction or a Cancellation, as applicable, of any Linked Covered Transaction, in accordance with a Standard Novation agrees to respond promptly to such Consent Request by giving notice of its consent or its withholding thereof to the Initiating Party, with such notice copied to any other recipient of such Consent Request. Prior to giving notice of its consent to the Initiating Party (with such notice copied to any other recipient of such Consent Request) or its withholding thereof and to the extent it has not been enclosed with the Consent Request, each recipient of such Consent Request may, in turn, request from the Initiating Party a copy of the Confirmation evidencing such Covered Transaction or Linked Covered Transaction (such request, a “**Confirmation Request**”). Upon receipt of a Confirmation Request, the Initiating Party will promptly comply with such Confirmation Request. The parties hereto receiving Consent Requests shall endeavor to provide such responses at or before 6 p.m. (New York time) on the Proposed Effective Date; provided that a responding party shall, under no circumstances, be liable for any failure to so respond by such time. A response must affirm the Consent Request in whole and not in part in order to be deemed to be a consent hereunder. Any response

that rejects any part of a Consent Request (including the proposed Calculation Agent and, if applicable, any method of compensation, specified therein) shall be deemed to be a rejection of such Consent Request. The failure of any party to the Covered Transaction or Linked Covered Transaction, as applicable, to respond to a Consent Request at or before 6:00 p.m. (New York time) on the Proposed Effective Date shall constitute a rejection of such Consent Request. The failure of any recipient of a Consent Request to notify any other recipient of a Consent Request of its affirmation of such Consent Request, shall not affect the validity of a transfer by novation of a Covered Transaction or Cancellation of a Linked Covered Transaction, as applicable, effected pursuant to the terms of this Agreement.

The Initiating Party shall, (i) at or before 6:00 p.m. (New York time) on the Proposed Effective Date, in the case of clause (A) below and (ii) at 6:00 p.m. (New York time) on the Proposed Effective Date, in the case of clause (B) below, notify each party to each such Covered Transaction, and, if applicable, Linked Covered Transaction subject to such Standard Novation that either: (A) the Initiating Party has received responses that affirm the Consent Request in whole from all the parties, and, therefore, such Standard Novation will enter into effect and any Linked Covered Transaction will be cancelled, as applicable, as proposed (such notice, together with copies of all the parties' affirming responses, the "**Initiating Party's Effectiveness Notice**") or (B) the Initiating Party has not received responses that affirm the Consent Request in whole from all the parties, and, therefore, such Standard Novation will not enter into effect and such Linked Covered Transaction will not be cancelled, as applicable, as proposed (such notice, the "**Initiating Party's Rejection Notice**"). A proposed transfer by novation of a Covered Transaction and Cancellation, if applicable, of a Linked Covered Transaction, shall become effective upon the delivery of an Initiating Party's Effectiveness Notice (the date on which such notice is delivered is hereinafter referred to as, the "**Effective Date**"). For the avoidance of doubt, each party hereto agrees that each party to any such Covered Transaction (other than the Initiating Party) is entitled to rely on the Initiating Party's Effectiveness Notice or Initiating Party's Rejection Notice, as applicable.

With respect to each Standard Novation, with effect from and including the Effective Date, the Remaining Party and the Transferor shall each be deemed to be released and discharged from further obligations to each other pursuant to the terms of such Covered Transaction, and their respective rights against each other thereunder shall be deemed to have been cancelled, provided that the Remaining Party and the Transferor shall be deemed to have acknowledged that such release and discharge shall not affect any rights, liabilities or obligations of the Remaining Party or the Transferor with respect to the payments or other obligations due or payable or due to be performed on or prior to the Effective Date of the relevant Standard Novation, and all such payments and obligations shall be paid or performed by the Remaining Party or the Transferor in accordance with the terms of each such Covered Transaction, as such terms were immediately prior to the Effective Date with respect thereof, and the parties to any Linked Covered Transaction shall be released and discharged to parallel effect. Additionally (i) each of the Remaining Party, the Transferor and the Transferee, as of the Effective Date, shall be deemed to have made the same representations and warranties with respect to each other as are made in Section 6 below but each with respect to itself and, as applicable, the proposed transfer by novation and any transaction relating thereto, (ii) each of the Remaining Party and the Transferor and the Remaining Party and the Transferee shall be deemed to have represented and warranted to each other that, in each case as of the Effective Date, no "Event of Default," "Potential Event of Default" or, to its knowledge, "Termination

Event" (as each such term is defined in the applicable Master Agreement or any equivalent concept), with respect to it or, to its knowledge, with respect to the Covered Transaction has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under any applicable Master Agreement, relevant Confirmation or any related document and (iii) each of the Remaining Party and the Transferor shall be deemed to have represented and warranted to each other that, as of the Effective Date (x) it has not made prior transfer (whether by way of security or otherwise) of the Covered Transaction or any interest or obligation in, under or with respect to the Covered Transaction and (y) all obligations of such party required to be performed on or before the Effective Date have been fulfilled. Each of the Transferee and the Remaining Party also shall be deemed to have acknowledged, as of the Effective Date, that the Transferor does not make any representation or warranty and does not assume any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the Covered Transaction after its transfer to the Transferee or any documents relating thereto and the Transferor assumes no responsibility for the condition, financial or otherwise, of the Remaining Party, the Transferee or any other person, as applicable, or for the performance or observance of the Remaining Party, Transferee or any other person of its obligations under the Covered Transaction after its transfer to the Transferee or any document relating thereto, and any and all such conditions and warranties, whether express or implied by law or otherwise, shall be excluded.

Each of the relevant parties shall make a good faith effort to book the relevant transfer by novation or Cancellation, as applicable, on the relevant Effective Date in accordance with its internal booking system; provided, however, that (I) such transfer by novation or Cancellation, as applicable, shall be effective on the Effective Date notwithstanding a party's failure to book it on the Effective Date and (II) failure to make such booking shall not constitute a breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, each of the Transferor and the Transferee may in good faith book in their respective internal booking systems a Standard Novation anytime prior to the relevant Effective Date; provided, however, that each party so booking a Standard Novation shall solely bear all losses caused to it, or expenses and damages incurred by it in connection with its election to book the Standard Novation in its internal booking system prior to the Effective Date.

Any rejection of a Consent Request by any party to a Covered Transaction or Linked Covered Transaction, as applicable, that would be subject to transfer by novation or Cancellation, as applicable, in accordance with a proposed Standard Novation shall negate any consent by any other party to such Covered Transaction or Linked Covered Transaction, as applicable, that would be subject to transfer by novation or Cancellation, as applicable, in accordance with such proposed Standard Novation.

- (c) With respect to a transfer by novation of a Covered Transaction, the Initiating Party shall specify in the Consent Request the method of compensation, if any, in respect thereof, which may include any one of the following: (i) application of a payment as agreed between the proposed Transferor and proposed Transferee that is due in connection with the Cancellation of a different Covered Transaction between such proposed Transferor and proposed Transferee; or (ii) a fee payment in respect of the novation as agreed between the proposed Transferor and proposed Transferee; or (iii) entry by the proposed Transferor and the proposed Transferee into a Offsetting Trade; or (iv) such other method as may be agreed in writing between the proposed Transferor and the proposed

Transferee. For the avoidance of doubt, the parties agree that the method of compensation as specified in the Consent Request in respect of the novation of a Covered Transaction shall constitute a separate bilateral arrangement between the proposed Transferor and the proposed Transferee and that the failure of either such party to comply with any obligations in respect thereto shall not in any way affect or vitiate either such party's consent to a transfer by novation, or the effectiveness thereof.

- (d) Each party agrees that, with respect to a Standard Novation that is effected as proposed, (i) a Consent Request and the related consent that have resulted in a novation or Cancellation shall be deemed a Confirmation of such novation or Cancellation for all purposes, and of any new transaction arising therefrom; provided that, the Transferor, Transferee, and Remaining Party may, but shall not be required to, enter into a novation confirmation or a novation agreement in accordance with market standard documentation acceptable to them; and (ii) the terms of the new transaction between the Transferee and the Remaining Party shall be identical to the terms of the Covered Transaction transferred by novation in accordance with such Standard Novation. For the avoidance of doubt, a Standard Novation that is effected pursuant to the terms of this Agreement shall be valid whether or not the Transferor, Transferee, and Remaining Party entered into a novation confirmation or novation agreement pursuant to clause (i) above.
 - (e) If a transfer by novation or a Cancellation of a designated portion of an FX Transaction or Currency Option Transaction is effected pursuant to the terms of this Agreement, the remaining portion of such FX Transaction or Currency Option Transaction shall remain in effect between the parties thereto. With respect to each Covered Transaction that is transferred by novation and that is an NDF Transaction or an NDO Transaction, the Initiating Party shall specify in the Consent Request whether the terms of a Relevant EMTA Template govern such NDF Transaction or NDO Transaction. If no Relevant EMTA Template governs such NDF Transaction or NDO Transaction, the Initiating Party shall so state in the Consent Request and shall specify therein the terms which would normally be covered by a Relevant EMTA Template (including, without limitation, Settlement Rate Option).
4. Any purported transfer for which the consent of a relevant party pursuant to the terms of this Agreement is not obtained or that is not otherwise in compliance with Section 6 of the relevant Master Agreement published by ISDA or comparable provision of any other Master Agreement shall be void. Failure by any party to comply with the agreements and obligations set forth in this Agreement shall not constitute an Event of Default or a Potential Event of Default under the relevant Master Agreement.
 5. A party hereto may terminate its obligations under this Agreement effective as of a specified date by at least ten Business Days' advance notice to all of the other parties hereto. Effective on the designated termination date, this Agreement will cease to amend any Master Agreement to which the terminating party is a party, except that this Agreement and any such amendment shall continue to apply in respect of any transfer by novation or Cancellation of a Covered Transaction consented to by such terminating party prior to the designated termination date.
 6. Each party hereto represents to each other party hereto with which it has or may have a Master Agreement, on the date on which the later of them becomes a party hereto and on the Effective Date of each transaction pursuant hereto that:

- (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
 - (b) it has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and the relevant Master Agreement, as amended by this Agreement, and has taken all necessary action to authorize such execution, delivery, and performance;
 - (c) such execution, delivery, and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (d) all governmental and other consents that are required to have been obtained by it with respect to this Agreement and the relevant Master Agreement, as amended by this Agreement, have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
 - (e) its obligations under this Agreement (including each transaction pursuant hereto) and the relevant Master Agreement, as amended by this Agreement, constitute its legal, valid, and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles, of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
7. Each party shall deliver to any other party, upon request, evidence of its capacity to execute, deliver, and perform this Agreement and the authority of anyone executing this Agreement on its behalf.
8. (a) This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter. Each party hereto acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty, or other assurance (except as expressly stated in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party hereto for fraud. For the avoidance of doubt, each Covered Transaction that is novated under this Agreement shall be governed on and from the Effective Date by the terms of the Master Agreement between the Transferee and the Remaining Party. In the event of any inconsistency between the Master Agreement and any of the details specified in a Consent Request, the Consent Request shall govern with respect to the relevant Covered Transaction (to the extent that all parties agree to the novation of such Covered Transaction as contemplated herein).
- (b) Except for any amendment deemed to be made pursuant to this Agreement in respect of a Master Agreement, all terms and conditions of any Master Agreement between the parties hereto will continue in full force and effect in accordance with its provisions on the effective date of that amendment.
9. An amendment, modification, or waiver in respect of this Agreement or matters contemplated by this Agreement will be effective only if in writing and signed by all the parties hereto.

10. No party hereto may assign, transfer, or charge or purport to assign, transfer, or charge, any of its rights or its obligations under this Agreement or any interest therein without the prior written consent of the other parties hereto, and any purported assignment, transfer, or charge in violation of this Section 10 shall be void.
11. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect under the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions under the law of such jurisdiction, and the validity, legality, and enforceability of such and any other provisions under the law of any other jurisdiction, shall not in any way be affected or impaired thereby.
12. No indulgence or concession granted by a party and no omission or delay on the part of a party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
13. [This Agreement [and any non-contractual rights and obligations arising out of or in relation to this Agreement] shall be governed by, and construed in accordance with, English law. With respect to any suit, action or other proceedings relating to this Agreement and any non-contractual obligations arising out of or in relation to this Agreement, each party irrevocably submits to the exclusive jurisdiction of the English courts.] [or] [This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby irrevocably agree that the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City shall have exclusive jurisdiction to hear and determine any suit, action or proceeding (together referred to as "**Proceedings**") arising out of or in connection with this Agreement (including, without limitation, any Proceedings relating to any non-contractual obligations arising out of or in connection with this Agreement) and to settle disputes that may arise out of or in connection with this Agreement (including, without limitation, a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement). For such purposes, each party irrevocably submits to the exclusive jurisdiction of such courts, waives any objection that it might now or hereafter have to such courts being nominated as the forum to hear and determine any Proceedings and to settle any disputes that may arise out of or in connection with this Agreement, agrees not to claim that any such court is not a convenient forum or appropriate forum, and further waives the right to object that such court does not have any jurisdiction over such party. For the avoidance of doubt, each party's submission to the exclusive jurisdiction of such courts for such purposes shall not (and shall not be construed so as to) limit the right of such party to take proceedings relating to the enforcement of a judgment in relation to this Agreement obtained in any such court against another party in any other court of competent jurisdiction.]¹
14. Each party hereby irrevocably waives any and all right to trial by jury in any suit, action or other proceedings relating to this Agreement.
15. This Agreement (and each amendment, modification, and waiver thereof) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

¹ Select the appropriate bracketed language corresponding to the governing law chosen.

16. On the date upon which a novation protocol with respect to FX Transactions is published by ISDA (such novation protocol, an "**FX Protocol**") and has become effective for any parties adhering thereto, the novation provisions of this Agreement shall immediately terminate provided that such FX Protocol facilitates the novation of Covered Transactions. Novations entered into thereafter between parties adhering to such FX Protocol shall be governed by the FX Protocol, provided, however, that any novations effected pursuant to the terms of this Agreement prior thereto shall continue to be governed by this Agreement. The provisions of this Agreement with respect to the Cancellation of Linked Covered Transactions shall remain unaffected by such publication.
17. Any Consent Request or other communication in relation thereof, may be given either by e-mail or by electronic messaging system and shall be deemed effective (a) on the date it was delivered, if sent by e-mail or (b) on the date it was received, if sent by electronic messaging system.

Any notice or other communication in respect of this Agreement, other than any Consent Request or any communication in relation thereof, may be given in any manner described below and will be deemed effective as indicated:

- (a) if in writing and delivered in person or by courier, on the date it is delivered;
- (b) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (c) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;
- (d) if sent by e-mail, on the date that e-mail is delivered; or
- (e) if sent by electronic messaging system, on the date it is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day. Notwithstanding the above, if a communication is received after 6:00 p.m. (New York time) or on a day that is not a Business Day, it will be deemed to have been received at [9:00] a.m. (New York time) on the immediately following Business Day. A party hereto may change its contact details, address, and/or facsimile number by written notice to the other parties hereto.

SCHEDULE 1

Financial Institutions

Each of the following financial institutions is a party to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

[CLIENT]

By: _____

Name:

Title:

Address:

Address for responses to Consent Requests and other notices:

[FINANCIAL INSTITUTION]

By: _____

Name:

Title:

Address:

Address for Consent Requests and other notices:

[Note: Further Transaction Detail "Brackets to be Added"]

EXHIBIT A

FORM OF CONSENT REQUEST
TRANSFER BY NOVATION [AND CANCELLATION]

Date: []

From: [INITIATING PARTY]

To: [OTHER PARTIES TO PROPOSED NOVATION [AND CANCELLATION]]²

To: [PROPOSED TRANSFEREE]

[Copy: [CLIENT]]³

Pursuant to the Master Novation and Cancellation Agreement (the "**Agreement**"), [INITIATING PARTY] hereby requests your consent to the [transfer by novation of the Covered Transaction] [and Cancellation of a Linked Covered Transaction] specified in paragraph 2 below. Any capitalized term used but not defined herein has the meaning given to such term in the Agreement.

1. Type of Standard Novation: _____.
2. [Covered Transaction proposed to be transferred by novation] [and Cancellation of Linked Covered Transaction] in accordance with the type of Standard Novation specified above:

[Specify details of the relevant [Covered Transaction, including any Offsetting Transaction between the proposed Transferor and the proposed Remaining Party] [Linked Covered Transaction, including any Offsetting Transaction], in accordance with Section 3(a) of the Agreement]

- (a) [[] shall be the Transferor, [] shall be the Transferee, and [] shall be the Remaining Party; and]
- (b) The proposed Effective Date shall be _____.
- (c) The Calculation Agent for the Covered Transaction post-novation shall be _____.

[INSERT ONLY IF APPLICABLE: The Covered Transaction [and Linked Covered Transaction] is [a Deliverable FX Transaction] [an NDO Transaction or NDF Transaction which is governed by the Relevant EMTA Template and settles in US\$] [a Barrier Currency Option Transaction or a Binary Currency Option Transaction, as each such Currency Option Transaction is defined in the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions].]

[Trade details to be inserted as relevant including, transaction type original trade date, value/maturity date, direction (buy/sell) rate/strike, original/current notional amount as relevant, transaction type, counterparty ref if possible, currencies, novation amount and whether full/partial, and without limitation,

² If the Initiating Party is a party to the Covered Transaction proposed for Cancellation, it will only be necessary to specify the other party so such Covered Transaction. If the Initiating Party is not a party to such Covered Transaction, it will be necessary to specify both parties to such Covered Transaction.

³ The bracketed language need only be included if Client is not a party to the Covered Transaction proposed to be novated. Otherwise, delete the bracketed language.

additional details required for structured options transactions, NDF Transactions, and NDO Transactions and information required by Section 3(c)]