

**CDX EMERGING MARKETS UNTRANCHED  
TRANSACTIONS STANDARD TERMS SUPPLEMENT**  
(published on January 31, 2011)<sup>1</sup>

This CDX Emerging Markets Untranching Transactions Standard Terms Supplement (the “CDX EM Untranching Terms”) hereby incorporates by reference the definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions as supplemented by the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on July 14, 2009), each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”) (together, the “Credit Derivatives Definitions”). In the event of any inconsistency between the Credit Derivatives Definitions and these CDX EM Untranching Terms, these CDX EM Untranching Terms will govern.

The parties agree that, by entering into a transaction governed by these CDX EM Untranching Terms (a “Master Transaction”), they have entered into a separate Credit Derivative Transaction (a “Component Transaction”) in respect of each Reference Entity listed in the Relevant Annex. Upon entering into a confirmation or other document (including in electronic form) (a “Confirmation”) incorporating these CDX EM Untranching Terms, the parties thereto shall be deemed to have entered into a Confirmation in respect of each such Component Transaction with respect to the related Reference Entity listed in the Relevant Annex. Subject to Paragraph 6.5 below and except as otherwise expressly provided herein or in the relevant Confirmation, each Component Transaction constitutes an independent Transaction for purposes of the Agreement (as defined in the relevant Confirmation).

**1. GENERAL TERMS**

|                             |  |
|-----------------------------|--|
| Index:                      | As shown in the relevant Confirmation                            |
| Index Sponsor:              | Markit North America, Inc. or any successor sponsor of the Index |
| Trade Date:                 | As shown in the relevant Confirmation                            |
| Effective Date:             | As shown in the relevant Confirmation                            |
| Scheduled Termination Date: | As shown in the relevant Confirmation                            |
| Original Notional Amount:   | As shown in the relevant Confirmation                            |

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<sup>1</sup> The definitions and provisions of this CDX Emerging Markets Untranching Transactions Standard Terms Supplement may be incorporated into a Confirmation (as defined herein) by wording in the Confirmation indicating that, or the extent to which, the Confirmation is subject to this CDX Emerging Markets Untranching Transactions Standard Terms Supplement. All definitions and provisions so incorporated in a Confirmation will be applicable to that Confirmation unless otherwise provided in that Confirmation.

Floating Rate Payer: As shown in the relevant Confirmation (the "Seller")

Fixed Rate Payer: As shown in the relevant Confirmation (the "Buyer")

Reference Entity: Subject to Paragraph 6.4 below, the applicable Reference Entity contained in the Index and listed in the Relevant Annex, and any Successor to a Reference Entity determined in accordance with Section 2.1 of the Credit Derivatives Definitions as modified by the "Successors" provision below.

Reference Obligation: The Reference Obligation (if any) specified in the Index and set out opposite the Reference Entity in the Relevant Annex, subject to Paragraph 6.4 below and Sections 2.2(d) and 2.30 of the Credit Derivatives Definitions.

Calculation Agent: As shown in the relevant Confirmation

Calculation Agent City: New York

Business Days: If the Original Notional Amount is denominated in:  
USD: New York and London  
EUR: London and TARGET Settlement Day

Business Day Convention: Following (which, subject to Sections 1.4, 1.6, 1.23 and 2.2(i) of the Credit Derivatives Definitions, shall apply to any date referred to in these CDX EM Untranchured Terms or in the relevant Confirmation that falls on a day that is not a Business Day)

Relevant Annex: In the relevant Confirmation, the parties shall specify whether the source of the Relevant Annex is "Publisher" or "Confirmation Annex" and shall identify the "Index" and the "Annex Date"; provided that, if the parties do not so specify the source of the Relevant Annex, they shall be deemed to have specified Publisher.

If "Publisher" is specified in the relevant Confirmation, the Relevant Annex shall be the

list for the relevant Index with the relevant Annex Date, as published by the Index Publisher (which can be accessed currently at <http://www.markit.com>). “Index Publisher” means Markit Group Limited or any replacement therefor appointed by the Index Sponsor for purposes of officially publishing the relevant Index.

If “Confirmation Annex” is specified in the relevant Confirmation, the Relevant Annex shall be the list for the relevant Index with the relevant Annex Date, as agreed by the parties.

Successors:

Section 2.1 of the Credit Derivatives Definitions is amended by deleting the words “in respect of which ISDA publicly announces on or following the Trade Date” and replacing them with the words “unless the Relevant Annex already reflects the applicable Succession Event, in respect of which ISDA publicly announces on or following the Effective Date of the Index, as set forth in the Relevant Annex,”.

All Guarantees:

Applicable

Reference Price:

100%

## 2. INITIAL PAYMENT

Initial Payment:

If an Initial Payment Payer and an Initial Payment Amount are specified in the relevant Confirmation, on the Initial Payment Date and with respect to the Master Transaction and all related Component Transactions in the aggregate, the Initial Payment Payer shall pay to the other party an amount equal to the Initial Payment Amount.

Initial Payment Payer:

As shown in the relevant Confirmation

Initial Payment Amount:

As shown in the relevant Confirmation

## 3. FIXED PAYMENTS

Fixed Rate Payer Calculation

|                                      |   |
|--------------------------------------|---|
| Amount:                              | The Floating Rate Payer Calculation Amount  |
| Fixed Rate Payer Payment Dates:      | If the Master Transaction relates to an Index with an Effective Date prior to September 20, 2009, each June 20 and December 20 in each year; otherwise, each March 20, June 20, September 20 and December 20 in each year   |
| Fixed Rate Payer Calculation Period: | Each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, except that (a) the initial Fixed Rate Payer Calculation Period will commence on, and include, the later of the Effective Date and the Fixed Rate Payer Payment Date (determined taking into account the Business Day Convention) falling on or immediately prior to the calendar day immediately following the Trade Date and (b) the final Fixed Rate Payer Calculation Period will end on, and include, the earlier to occur of the Scheduled Termination Date and the Event Determination Date. |
| Fixed Rate:                          | As shown in the relevant Confirmation   |
| Fixed Rate Day Count Fraction:       | Actual/360  |

4. **FLOATING PAYMENT**

|   |   |
|---|---|
| Floating Rate Payer Calculation Amount:                           | An amount equal to (a) the Reference Entity Weighting <u>multiplied by</u> (b) the Original Notional Amount   |
| Reference Entity Weighting:                                       | The percentage set out opposite the Reference Entity in the Relevant Annex, <u>provided</u> that the Reference Entity Weighting in respect of an Excluded Reference Entity shall be deemed to be zero |
| Excluded Reference Entity:  | As shown in the relevant Confirmation   |
| Notice of Publicly Available Information Condition to Settlement: | Applicable  |
| Credit Events:  | The following Credit Event(s) shall apply:  |

Failure to Pay

Grace Period Extension: Applicable to Latin America and EEMEA Reference Entities; Not Applicable to Asia Reference Entities

Payment Requirement: USD 1,000,000 (or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable)

Obligation Acceleration: Applicable to Latin America and EEMEA Reference Entities; Not Applicable to Asia Reference Entities

Repudiation/Moratorium

Restructuring

Multiple Holder Obligation: Applicable only to Asia Reference Entities

Default Requirement: USD 10,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event

Obligation(s):

| <i>Obligation Category</i>  | <i>Obligation Characteristics</i>  |
|---|--|
| Bond: (Applicable to Latin America and EEMEA Reference Entities)<br><br>Bond or Loan: (Applicable to Asia Reference Entities) | Not Subordinated<br><br>Not Sovereign Lender: Applicable only to Asia Reference Entities<br><br>Not Domestic Currency<br><br>Not Domestic Law<br><br>Not Domestic Issuance |

Excluded Obligations:

Except as provided in Paragraph 6.7 below, none

5. **SETTLEMENT TERMS**

Settlement Method: Auction Settlement

Fallback Settlement Method: Physical Settlement

Settlement Currency: The currency of denomination of the Floating Rate Payer Calculation Amount

*Terms Relating to Physical Settlement:*

Physical Settlement Period: As defined in Section 8.6 of the Credit Derivatives Definitions for Latin America and EEMEA Reference Entities; Thirty (30) Business Days for Asia Reference Entities

Deliverable Obligations: Exclude Accrued Interest

Deliverable Obligation(s):

| <i>Deliverable Obligation Category</i> | <i>Deliverable Obligation Characteristics</i> |
|--|---|
|--|---|

|  |   |
|--|---|
| Bond: (Applicable to Latin America and EEMEA Reference Entities) | Not Subordinated  |
| Bond or Loan: (Applicable to Asia Reference Entities)            | Specified Currency:<br>Standard Specified Currencies  |
|  | Not Sovereign Lender: Applicable only to Asia Reference Entities  |
|  | Not Domestic Law  |
|  | Not Contingent  |
|  | Not Domestic Issuance   |
|  | Assignable Loan: Applicable only to Asia Reference Entities   |
|  | Transferable  |
|  | Maximum Maturity: 30 years for Asia Reference Entities; Not Applicable for Latin America and EEMEA Reference Entities |
|  | Not Bearer  |

Excluded Deliverable Obligations: Except as provided in Paragraph 6.7 below, none

Partial Cash Settlement of Consent Required Loans: Not Applicable

Partial Cash Settlement of Assignable Loans: Not Applicable

Partial Cash Settlement of Participations: Not Applicable

Escrow: Applicable

Amendment to Section 9.10: Section 9.10(a) and Section 9.10(b) of the Credit Derivatives Definitions are each amended by deleting the words “and such instrument shall be deemed specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable” and replacing them with (a) in the case of Section 9.10(a), the words “and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date

immediately prior to the most recent London Business Day preceding such Delivery and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan” and (b) in the case of Section 9.10(b), the words “and such instrument shall be deemed specified in a NOPS Amendment Notice that is effective on the date on which Seller notifies Buyer of the Bond or Loan that Seller will require Buyer to Deliver and in which the Replaced Deliverable Obligation Outstanding Amount shall be the Outstanding Amount of the replaced Loan”.

## 6. ADDITIONAL PROVISIONS

### 6.1 Disclaimers

- (a) Markit CDX™ is a service mark of the Index Sponsor and has been licensed for use in connection with the Master Transaction. Dow Jones® is a service mark of Dow Jones & Company, Inc. (“Dow Jones”) and, with respect to a Master Transaction relating to an Index with an Effective Date prior to March 20, 2007 (a “Prior Index Master Transaction”), has been licensed for use in connection with the Master Transaction.
- (b) The Index referenced herein is the property of the Index Sponsor and has been licensed for use in connection with the transaction hereunder. Each party acknowledges and agrees that the transaction hereunder is not sponsored, endorsed or promoted by Dow Jones, the Index Sponsor or any participants under the Index Sponsor’s rules governing the Index (the Index Sponsor, together with such participants and, with respect to any Prior Index Master Transaction only, Dow Jones, the “Index Parties”). The Index Parties make no representation whatsoever, whether express or implied, and hereby expressly disclaim all warranties (including, without limitation, those of merchantability or fitness for a particular purpose or use), with respect to the Index or any data included therein or relating thereto, and in particular disclaim any warranty either as to the quality, accuracy and/or completeness of the Index or any data included therein, the results obtained from the use of the Index, the composition of the Index at any particular time on any particular date or otherwise, and/or the creditworthiness of, or likelihood of the occurrence of a Credit Event with respect to, any entity in the Index at any particular time on any particular date or otherwise. The Index Parties shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Index, and the Index Parties are under no obligation to advise the parties or any person of any error therein. The Index Parties make no representation whatsoever, whether express or implied, as to the advisability of entering into the transaction hereunder, the ability of the Index to track relevant markets’ performances, or



otherwise relating to the Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Parties have no obligation to take the needs of any party into consideration in determining, composing or calculating the Index. Neither party to this transaction, nor any Index Party, shall have any liability to any party for any act or failure to act by the Index Parties in connection with the determination, adjustment, calculation or maintenance of the Index. Although the Calculation Agent will obtain information concerning the Index from sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made, and no responsibility is accepted by either party, its Affiliates or the Calculation Agent, as to the accuracy, completeness or timeliness of information concerning the Index. Each party acknowledges that the other party or one of its Affiliates may be, or may be affiliated with, an Index Party and, as such, may be able to affect or influence the determination, adjustment or maintenance of the Index. For purposes of Sections 9.1(b)(iii) and (iv) of the Credit Derivatives Definitions, references to “each party” therein shall be deemed to include each Index Party.

## 6.2 Cap on Settlement

If the Fallback Settlement Method applies in accordance with Section 12.1 of the Credit Derivatives Definitions and only for a Component Transaction relating to an Asia Reference Entity, notwithstanding Section 1.7 of the Credit Derivatives Definitions or any provisions of Sections 9.9 or 9.10 thereof to the contrary, but without prejudice to Section 9.3 of the Credit Derivatives Definitions and (where applicable) Sections 9.4, 9.5 and 9.6 thereof, if the Termination Date in respect of such Component Transaction has not occurred on or prior to the date that is 60 Business Days following the Physical Settlement Date in respect of such Component Transaction, such 60th Business Day shall be deemed to be the Termination Date with respect to such Component Transaction except in relation to any portion of the Component Transaction (an “Affected Portion”) in respect of which:

- (a) a valid notice of Buy-in Price has been delivered that is effective fewer than three Business Days prior to such 60th Business Day, in which case the Termination Date for that Affected Portion shall be the third Business Day following the date on which such notice is effective; or
- (b) Buyer has purchased but not Delivered Deliverable Obligations validly specified by Seller pursuant to Section 9.10(b) of the Credit Derivatives Definitions, in which case the Termination Date for that Affected Portion shall be the tenth Business Day following the date on which Seller validly specified such Deliverable Obligations to Buyer.

## 6.3 Merger of Reference Entity and Seller

Section 2.31 of the Credit Derivatives Definitions shall not apply.

## 6.4 Inconsistency between Relevant Annex and Index

In the event of any inconsistency between the Relevant Annex and the corresponding Index published by the Index Sponsor, the Relevant Annex shall govern.

## 6.5 Transfer and Termination of Component Transactions

- (a) Without prejudice to the generality of Section 7 of the Agreement and, if applicable, subject to paragraph (b) below, each Component Transaction (or any part thereof) may only be transferred (by way of assignment, novation or otherwise) or terminated prior to the Scheduled Termination Date together with an equal part of each other Component Transaction forming part of the Master Transaction of which it forms a part.
- (b) If the Master Transaction relates to an Index with an Effective Date prior to September 20, 2008 and, following the Trade Date, the Index Sponsor removes a Reference Entity from the Index, either party may elect, by notice to the other party, to have the Component Transaction relating to such Reference Entity cease to constitute a Component Transaction for the purposes of (a) above (a "Removed Component Transaction"), commencing when notice of such election is effective. Unless the parties expressly agree otherwise, a transfer (by way of assignment, novation or otherwise) or termination (other than, where applicable, pursuant to the designation of an Early Termination Date) of the Master Transaction shall not include any Removed Component Transaction.
- (c) If a DC Credit Event Announcement occurs in respect of a Restructuring with respect to a Reference Entity (such Reference Entity, a "Restructured Entity"), from and including the calendar day immediately following the date of such DC Credit Event Announcement:
  - (i) the Restructured Entity shall be deemed to have been removed from the Index and the Relevant Annex;
  - (ii) the Component Transaction relating thereto shall continue in full force and effect between the parties as an independent Credit Derivative Transaction referencing the Restructured Entity with the same economic terms and conditions as the Component Transaction immediately before such DC Credit Event Announcement, except that this Paragraph 6.5 shall be deemed not to apply (such new Transaction, a "New Trade"); and
  - (iii) as soon as reasonably practicable after the DC Credit Event Announcement, the parties shall confirm the terms of the New Trade in their respective booking systems. Unless Resolved otherwise by a relevant Credit Derivatives Determinations Committee, such New Trade shall be recorded as a Credit Derivative Transaction referencing solely the Restructured Entity evidenced by a Confirmation for use with the Credit Derivatives Physical Settlement Matrix (as defined in the 2005 Matrix Supplement to the 2003 ISDA Credit Derivatives Definitions published on March 7, 2005) and incorporating the Credit Derivatives Physical Settlement Matrix terms applicable for the relevant Transaction

Type for the Restructured Entity; provided that the appropriate version of the Credit Derivatives Physical Settlement Matrix and the relevant Transaction Type shall be such that the economic terms of the New Trade as closely as possible preserve the economic equivalent of the Component Transaction immediately before the DC Credit Event Announcement, such version and Transaction Type as either (A) Resolved by a relevant Credit Derivatives Determinations Committee for purposes of the New Trade or (B) selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner, in each case subject to Section 9.1(c)(iii) of the Credit Derivatives Definitions, and for such purpose references in Section 9.1(c)(iii) of the Credit Derivatives Definitions to “additional provisions published by ISDA” shall be deemed to include a reference to these CDX EM Untranchored Terms.

## 6.6 De Minimis Cash Settlement

If De Minimis Cash Settlement is specified as “Applicable” in the relevant Confirmation, the following shall apply:

If the Fallback Settlement Method applies in respect of a Component Transaction in accordance with Section 12.1 of the Credit Derivatives Definitions and the Floating Rate Payer Calculation Amount as at the Event Determination Date is less than USD 50,000 (if the Original Notional Amount is denominated in USD) or EUR 50,000 (if the Original Notional Amount is denominated in EUR), as applicable, then, notwithstanding that the Fallback Settlement Method is Physical Settlement, the Fallback Settlement Method in respect of such Component Transaction shall be deemed to be Cash Settlement.

For the purposes of this Paragraph 6.6 only, the terms relating to the Fallback Settlement Method when the Fallback Settlement Method is deemed to be Cash Settlement shall be as follows:

|                       |  |
|-----------------------|--|
| Valuation Date:       | Single Valuation Date: A Business Day that is not more than 70 Business Days following the Event Determination Date, as selected by the Cash Settlement Agent                            |
| Quotation Method:     | Bid  |
| Quotation Amount:     | USD 10,000,000   |
| Cash Settlement Date: | Three Business Days  |
| Quotations:           | Exclude Accrued Interest   |
| Dealers:              | A dealer in obligations of the type of Reference Obligations for which Quotations are to be obtained, selected by the Calculation Agent (or, in the case of Section 7.7(b) of the Credit |

Derivatives Definitions, the relevant party) in good faith and in a commercially reasonable manner (without the requirement of consultation with the parties or the other party, as the case may be)

Valuation Method: Highest

Reference Obligation: An obligation of the Reference Entity, selected by the Cash Settlement Agent, that is capable of constituting a Deliverable Obligation as at the Valuation Date, it being understood that, if Section 2.15(c) of the Credit Derivatives Definitions is applicable, the time for testing whether a Sovereign Restructured Deliverable Obligation is capable of constituting a Deliverable Obligation is as specified in Section 2.16 of the Credit Derivatives Definitions

Cash Settlement Agent: As shown in the relevant Confirmation

## 6.7 Other Provisions

- (a) The “Additional Provisions for the Russian Federation: Obligation Characteristics and Deliverable Obligation Characteristics”, published on August 13, 2004, are incorporated by reference herein and shall be applicable to the Russian Federation if it is a Reference Entity.
- (b) The “Additional Provisions for the Republic of Hungary: Obligation Characteristics and Deliverable Obligation Characteristics”, published on February 14, 2005, are incorporated by reference herein and shall be applicable to the Republic of Hungary if it is a Reference Entity.
- (c) The “Additional Provisions for the Argentine Republic: Excluded Obligations and Excluded Deliverable Obligations”, published on December 21, 2005, are incorporated by reference herein and shall be applicable to the Argentine Republic if it is a Reference Entity.

## 6.8 Succession Event Backstop Date

If the Master Transaction relates to an Index with an Effective Date prior to June 20, 2009, then for the purposes of any determination as to whether a Succession Event has occurred in respect of a Reference Entity, if a Succession Event Resolution Request Date occurred before June 20, 2009, the Succession Event Backstop Date with respect to such Reference Entity shall be deemed to be the Effective Date of the Index, as set forth in the Relevant Annex.

**6.9 Restriction on Delivery of Credit Event Notice, Succession Event Notice and Repudiation/Moratorium Extension Notice**

Notwithstanding anything to the contrary in the Credit Derivatives Definitions or these CDX EM Untranchored Terms, neither Buyer nor Seller may deliver a Credit Event Notice, a Succession Event Notice or a Repudiation/Moratorium Extension Notice unless a notice has previously been delivered to ISDA in accordance with the Rules requesting that the relevant Credit Derivatives Determinations Committee be convened to Resolve the matters described in Section 1.24(a) and (b) of the Credit Derivatives Definitions, the matters described in Section 2.2(j)(i) and (ii) of the Credit Derivatives Definitions or whether an event that constitutes a Potential Repudiation/Moratorium for purposes of the relevant Component Transaction has occurred with respect to an Obligation of the relevant Reference Entity, as applicable, with respect to the facts described in such Credit Event Notice, Succession Event Notice or Repudiation/Moratorium Extension Notice, as applicable, and ISDA has publicly announced that either (a) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters or (b) the conditions to convening the relevant Credit Derivatives Determinations Committee to Resolve such matters have not been satisfied in accordance with the Rules. Any Credit Event Notice, Succession Event Notice or Repudiation/Moratorium Extension Notice delivered in breach of the requirements in this Paragraph shall be deemed not to have been delivered.