

GS-MO OTC Derivatives **Service Hotline Documentation** Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 **Service Hotline Payments** Tel +49 69 136 55414

**postal address:** Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

Transaction our ref.no. <our Reference> Your Ref.No. Please advise UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Transaction").

The definitions and provisions contained in the 1998 FX and Currency Option Definitions and the 2005 Barrier Option Supplement to the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated as of <<u>Master Agreement Date</u>> as amended and supplemented from time to time (the "Agreement") between us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

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

#### General Terms

Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>
Buyer:	Commerzbank
Seller:	Counterparty
Currency Option Style:	European
Currency Option Type:	<put currency="" put=""> / <call call="" currency=""></call></put>
Call Currency and Call Currency Amount:	<callcurrency> <callcurrencyamount></callcurrencyamount></callcurrency>
Put Currency and Put Currency Amount:	<putcurrency> <putcurrencyamount></putcurrencyamount></putcurrency>
Strike Price:	<strike price=""> <strike currencies=""></strike></strike>
Expiration Date:	<expiration date=""></expiration>
Expiration Time:	16:00 Uhr Ortszeit Frankfurt
Settlement Date:	<settlement date=""></settlement>

Counterparty legal name Street Zip & City

+Fax

Premium:	<currency> <premium></premium></currency>
Premium Payment Date:	<premium date="" payment=""></premium>
Other terms and conditions:	
Barrier Event:	Applicable
Event Type:	Knock-In
Spot Exchange Rate Direction:	Greater than or equal to the Barrier Level
Barrier Level:	<currency pair=""> / <barrier level=""></barrier></currency>
Event Period Start Date and Time:	Trade Date at the time of execution hereof.
Event Period End Date and Time:	Expiration Date at the Expiration Time
Calculation Agent:	Commerzbank

#### **Account Details:**

All Payments will be settled via the following account: <SSI's>

Commerzbank is authorized to debit this account with regards to all owed payments resulting from this transaction.

#### Offices:

(a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and

(b) The Office of Counterparty for the Transaction is <counterparty location>

#### Broker:

#### <Broker Name>

#### **Business Day:**

for the Premium Payment Date:	Euro Settlement Date
for the Settlement Date:	New York, Euro Settlement Date
usiness Day Convention:	Following

**Business Day Convention:** 

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com
Yours faithfully,	Confirmed as of the date first above written:
<b>Commerzbank AG</b> By:	<counterparty legal="" name=""> By:</counterparty>

Name

Name:

Chairman of the Supervisory Board: Klaus-Peter MüllerCommerzbBoard of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit,RegisteredMarkus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin ZielkeVAT ID No.



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postal address: Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

#### Boost Knock-in Target Forward Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

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Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>
Buyer:	Counterparty
Seller:	Commerzbank
Forward Transactions:	On the Trade Date the Seller and Buyer enter into a series of <count> transactions each having a Valuation Date and a Settlement Date as set out in the Annex hereto (each a "Transaction").</count>
Notional Amount:	<ccy> <amount> for each Transaction</amount></ccy>
Strike Price:	<strike price=""> <ccy></ccy></strike>
Leverage Factor:	<leverage factor=""></leverage>
Level A:	<level a=""> <ccy></ccy></level>
Knock Out Event:	A Knock Out Event shall be deemed to have occurred if, on an Observation Date, the sum of all Positive Values for all Transactions

Counterparty legal name Street Zip & City

+Fax

General Terms

exceeds the Knock Out Level, as determined by the Calculation Agent. Positive Value: Max (0,Strike Price - Spot Rate) Knock-Out Level: <Knock-Out Level> Observation Date for Knock Out Event: Each Valuation Date Valuation Date: For each Transaction as set out in the Annex hereto Settlement Date: For each Transaction as set out in the Annex hereto Payment: Subject to no Knock Out Event having occurred with respect to a relevant Forward Transaction prior or at the Valuation Date: I) If the Spot Rate fixes at or below the Strike Price then the Seller receives from the Buver the USD Notional Amount and the Buver receives from the Seller the Conversion Amount. II) If the Spot Rate fixes above the Strike Price and at or below the Level A then no payments will take place for this Valuation Date. III) If the Spot Rate fixes above Level A then the Seller receives from the Buyer the USD Notional Amount multiplied by the Leverage Factor and the Buyer receives from the Seller the Conversion Amount multiplied by the Leverage Factor. In case of a Knock Out Event having occurred, all Transactions following the Transaction that triggered the Knock Out Event shall be knocked out and this Master Transaction shall be early terminated with effect from the day on which such Knock Out Event has occurred. For the avoidance of doubt, this shall not affect the validity of the Transactions that were entered into prior to the occurrence of such Knock Out Event. In case of a Knock Out Event, the Transaction that triggered such Knock Out Event will be paid. Conversion Amount: For each Transaction an amount in CNY calculated as follows: Notional Amount multiplied by the Strike Price. The USD/CNY exchange rate (expressed as the amount of CNY per Spot Rate: one USD determined as the average of the bid/offer USD/CNY exchange rate rounded to the nearest 5 decimal places) on the respective Valuation Dates, determined by the Calculation Agent, referencing the Reuters page CNHFIX01 at 11:00 Hong Kong Time, provided that if such page (or its successor) is unavailable, then will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Other terms and conditions: Commerzbank pays to Counterparty an upfront fee of <Ccy> <Amount> value <value> **Calculation Agent:** Commerzbank Account Details:

Your Account for USD:

<SSIs>

concluded until and including such Observation Date, reaches or

Our Account for USD:

<SSIs>

Offices:

- (a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Transaction is <counterparty location>

Broker:

<Broker Name>

#### **Business Day:**

Business Day Convention:	Following
Settlement Business Days:	<settlement business="" days=""></settlement>
Valuation Business Days:	<valuation business="" days=""></valuation>

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com	
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com	
Yours faithfully,	Confirmed as of the date first above written:	
Commerzbank AG By:	<counterparty legal="" name=""> By:</counterparty>	
Name	Name:	

Chairman of the Supervisory Board: Klaus-Peter Müller Board of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit, Markus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin Zielke

# ANNEX

Trn.	Valuation Dates	Settlement Dates
1	<valuation date=""></valuation>	<settlement date=""></settlement>
2	<valuation date=""></valuation>	<settlement date=""></settlement>
3	<valuation date=""></valuation>	<settlement date=""></settlement>
-		
4	<valuation date=""></valuation>	<settlement date=""></settlement>
5	<valuation date=""></valuation>	<settlement date=""></settlement>



#### GS-MO OTC Derivatives

Service Hotline Documentation Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 Service Hotline Payments Tel +49 69 136 55414

postal address: Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

#### Boost Target Forward Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Master Transaction").

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General Terms	
Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>
Buyer:	Counterparty
Seller:	Commerzbank
Forward Transactions:	On the Trade Date the Seller and Buyer enter into a series of <count> transactions each having a Valuation Date and a Settlement Date as set out in the Annex hereto (each a "Transaction").</count>
Notional Amount:	<ccy> <amount> for each Transaction</amount></ccy>
Strike Price:	<strike price=""> <ccy></ccy></strike>
Leverage Factor:	<leverage factor=""></leverage>
Knock Out Event:	A Knock Out Event shall be deemed to have occurred if, on an Observation Date, the sum of all Positive Values for all Transactions concluded until and including such Observation Date, reaches or exceeds the Knock Out Level, as determined by the Calculation Agent.

Counterparty legal name Street Zip & City

+Fax

Positive Value: Max (0,Strike Price - Spot Rate) <Knock-Out Level> Knock-Out Level: Observation Date for Knock Out Event: Each Valuation Date Valuation Date: For each Transaction as set out in the Annex hereto Settlement Date: For each Transaction as set out in the Annex hereto Payment: Subject to no Knock Out Event having occurred with respect to a relevant Forward Transaction prior or at the Valuation Date: I) If the Spot Rate fixes at or below the Strike Price then the Seller receives from the Buyer the EUR Notional Amount and the Buyer receives from the Seller the Conversion Amount. II) If the Spot Rate fixes above the Strike Price then the Seller receives from the Buyer the EUR Notional Amount multiplied by the Leverage Factor and the Buyer receives from the Seller the Conversion Amount multiplied by the Leverage Factor. In case of a Knock Out Event having occurred, all Transactions following the Transaction that triggered the Knock Out Event shall be knocked out and this Master Transaction shall be early terminated with effect from the day on which such Knock Out Event has occurred. For the avoidance of doubt, this shall not affect the validity of the Transactions that were entered into prior to the occurrence of such Knock Out Event. In case of a Knock Out Event, the Transaction that triggered such Knock Out Event will be paid. **Conversion Amount:** For each Transaction an amount in CNY calculated as follows: Notional Amount multiplied by the Strike Price. Spot Rate: EUR/CNH Exchange Rate to be calculated as a cross between EUR/USD and USD/CNH Exchange Rate. EUR/USD Rate posted on Reuters TKFE at 12:00 pm Tokyo Time. The EUR/USD Exchange Rate (expressed as the amount of USD per one EUR determined as the average of the bid/offer EUR/USD exchange rate rounded to the nearest 5 decimal places) on the respective Expiry Dates, determined by the Calculation Agent, referencing the Reuters Page TKFE at 12:00 pm Tokyo Time, provided that if such page (or its successor) is unavailable, then will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. USD/CNH Rate posted on Reuters CNHFIX01 at 11:00 am Hong Kong Time. The USD/CNH Exchange Rate (expressed as the amount of CNH per one USD determined as the average of the bid/offer USD/CNH exchange rate rounded to the nearest 5 decimal places) on the respective Expiry Dates, determined by the Calculation Agent, referencing the Reuters Page CNHFIX01 at 11:00 am Hong Kong Time, provided that if such page (or its successor) is unavailable, then will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Other terms and conditions:		
	Commerzbank pays to Counterparty an upfront fee of <ccy> <amount> value <value></value></amount></ccy>	
Calculation Agent:	Commerzbank	
Account Details:		
Your Account for EUR:	<ssis></ssis>	
Our Account for EUR:	<ssis></ssis>	
Offices:		
<ul> <li>(a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and</li> <li>(b) The Office of Counterparty for the Transaction is <counterparty location=""></counterparty></li> </ul>		
Broker:	<broker name=""></broker>	
Business Day:		
Valuation Business Days:	<valuation business="" days=""></valuation>	
Settlement Business Days:	<settlement business="" days=""></settlement>	

Business Day Convention: Following

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com
Yours faithfully,	Confirmed as of the date first above written:
Commerzbank AG By:	<counterparty legal="" name=""> By:</counterparty>
Name	Name:
Chairman of the Supervisory Board: Klaus-	Peter Müller Commerzbank Aktiengesellschaft, Frankfurt am Main

Board of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit, Markus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin Zielke

# ANNEX

Trn.	Valuation Dates	Settlement Dates
1	<valuation date=""></valuation>	<settlement date=""></settlement>
2	<valuation date=""></valuation>	<settlement date=""></settlement>
3	<valuation date=""></valuation>	<settlement date=""></settlement>
-		
4	<valuation date=""></valuation>	<settlement date=""></settlement>
5	<valuation date=""></valuation>	<settlement date=""></settlement>



GS-MO OTC Derivatives Service Hotline Documentation Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 Service Hotline Payments Tel +49 69 136 55414

postal address: Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

Cash Settled Boost Knock-in Target Forward Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Master Transaction").

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This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated as of <<u>Master Agreement Date</u>> as amended and supplemented from time to time (the "Agreement") between us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

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

General Terms		
	Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>
	Buyer:	Counterparty
	Seller:	Commerzbank
	Forward Transactions:	On the Trade Date the Seller and Buyer enter into a series of <count> transactions each having a Valuation Date and a Settlement Date as set out in the Annex hereto (each a "Transaction").</count>
	Notional Amount:	<ccy> <amount> for each Transaction</amount></ccy>
	Strike Price:	<strike price=""> <ccy></ccy></strike>
	Leverage Factor:	<leverage factor=""></leverage>
	Level A:	<level a=""> <ccy></ccy></level>
	Knock Out Event:	A Knock Out Event shall be deemed to have occurred if, on an Observation Date, the sum of all Positive Values for all Transactions

Counterparty legal name Street Zip & City

+Fax

concluded until and including such Observation Date, reaches or exceeds the Knock Out Level, as determined by the Calculation Agent. Positive Value: Max (0,Strike Price - Spot Rate) Knock-Out Level: <Knock-Out Level> Observation Date for Knock Out Event: Each Valuation Date Valuation Date: For each Transaction as set out in the Annex hereto Settlement Date: For each Transaction as set out in the Annex hereto Subject to no Knock Out Event having occurred with respect to a Payment: relevant Forward Transaction prior or at the Valuation Date: I) If the Spot Rate fixes at or below the Strike Price then the Buyer receives from the Seller the USD amount calculated as follows: Notional Amount \* (Strike Price - Spot Rate) / Spot Rate II) If the Spot Rate fixes above the Strike Price and at or below the Level A then no payments will take place for this Valuation Date. III) If the Spot Rate fixes above Level A then the Seller receives from the Buyer the USD amount calculated as follows: Notional Amount \* Leverage Factor \* (Spot Rate - Strike Price) / Spot Rate In case of a Knock Out Event having occurred, all Transactions following the Transaction that triggered the Knock Out Event shall be knocked out and this Master Transaction shall be early terminated with effect from the day on which such Knock Out Event has occurred. For the avoidance of doubt, this shall not affect the validity of the Transactions that were entered into prior to the occurrence of such Knock Out Event. In case of a Knock Out Event, the Transaction that triggered such Knock Out Event will be paid. Spot Rate: The USD/CNY exchange rate (expressed as the amount of CNY per one USD determined as the average of the bid/offer USD/CNY exchange rate rounded to the nearest 5 decimal places) on the respective Valuation Dates, determined by the Calculation Agent, referencing the Reuters page CNHFIX01 at 11:00 Hong Kong Time, provided that if such page (or its successor) is unavailable, then will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Other terms and conditions: Commerzbank pays to Counterparty an upfront fee of <Ccy> <Amount> value <value> **Calculation Agent:** Commerzbank Account Details:

Your Account for USD:

<SSIs>

Our Account for USD:

#### <SSIs>

#### Offices:

- (a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Transaction is <counterparty location>

Broker:

<Broker Name>

#### **Business Day:**

<b>Business Day Convention:</b>	Following
Settlement Business Days:	<settlement business="" days=""></settlement>
Valuation Business Days:	<valuation business="" days=""></valuation>

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Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com
Yours faithfully,	Confirmed as of the date first above written:
Commerzbank AG By:	<counterparty legal="" name=""> By:</counterparty>
Name	Name:

Chairman of the Supervisory Board: Klaus-Peter Müller

Board of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit, Markus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin Zielke

# ANNEX

Trn.	Valuation Dates	Settlement Dates
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-		
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postal address: Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

#### Knock-in Target Forward Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

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	Leverage Factor:	<leverage factor=""></leverage>
	Level A:	<level a=""> <ccy></ccy></level>
	Knock Out Event:	A Knock Out Event shall be deemed to have occurred if, on an Observation Date, the sum of all Positive Values for all Transactions

Counterparty legal name Street Zip & City

+Fax

General Terms

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Our Account for USD:

<SSIs>

#### Offices:

- (a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Transaction is <counterparty location>

Broker:

<Broker Name>

#### **Business Day:**

<b>Business Day Convention:</b>	Modified Following
Settlement Business Days:	<settlement business="" days=""></settlement>
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Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com	
Yours faithfully,	Confirmed as of the date first above written:	
Commerzbank AG By:	<counterparty legal="" name=""> By:</counterparty>	
Name	Name:	

Chairman of the Supervisory Board: Klaus-Peter Müller Board of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit, Markus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin Zielke

# ANNEX

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1	<valuation date=""></valuation>	<settlement date=""></settlement>
2	<valuation date=""></valuation>	<settlement date=""></settlement>
3	<valuation date=""></valuation>	<settlement date=""></settlement>
-		
4	<valuation date=""></valuation>	<settlement date=""></settlement>
5	<valuation date=""></valuation>	<settlement date=""></settlement>



GS-MO OTC Derivatives Service Hotline Documentation Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 Service Hotline Payments Tel +49 69 136 55414

**postal address:** Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

Transaction our ref.no. <our reference> Your Ref.No. Please advise

UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Transaction").

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated as of <<u>Master Agreement Date></u> as amended and supplemented from time to time (the "Agreement") between us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

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

#### **General Terms**

Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>	
Buyer:	Counterparty	
Seller:	Commerzbank	
Currency Option Style:	European	
Currency Option Type:	<currency> Put / <currency> Call</currency></currency>	
Call Currency and Call Currency Amount:	<call currency=""> <call amount="" currency=""></call></call>	
Put Currency and Put Currency Amount:	<put currency=""> <put amount="" currency=""></put></put>	
Strike Price:	<strike> <currency pair=""></currency></strike>	
Expiration Date:	<expiration date=""></expiration>	
Expiration Time:	10:00 AM New York time	
Settlement Date:	<settlement date=""></settlement>	

Counterparty legal name Street Zip & City

+Fax

Premium:	<currency> <premuim></premuim></currency>		
Premium Payment Date:	<premium date="" payment=""></premium>		
Other terms and conditions:	None		
Calculation Agent:	Commerzbank		
Account Details:			
Your Account for USD:	<ssis></ssis>		
Our Account for USD:	<ssis></ssis>		
Offices:			
<ul> <li>(a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and</li> <li>(b) The Office of Counterparty for the Transaction is <counterparty location=""></counterparty></li> </ul>			
Broker:	<broker name=""></broker>		
Business Day:			
for the Premium Payment Date:	<business date="" day="" for="" payment="" premium="" the=""></business>		
for the Settlement Date:	<business date="" day="" for="" settlement="" the=""></business>		
Business Day Convention:	Following		

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com
Yours faithfully,	Confirmed as of the date first above written:
<b>Commerzbank AG</b> By:	<counterparty legal="" name=""> By:</counterparty>

Name

Name:

Chairman of the Supervisory Board: Klaus-Peter MüllerCommerzbBoard of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit,RegisteredMarkus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin ZielkeVAT ID No



GS-MO OTC Derivatives Service Hotline Documentation Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 Service Hotline Payments Tel +49 69 136 55414

**postal address:** Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

+Fax

Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Transaction").

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated as of <<u>Master Agreement Date</u>> as amended and supplemented from time to time (the "Agreement") between us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

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

#### **General Terms**

	Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>	
	Amount and currency payable by Counterparty:	<ccy> <amount></amount></ccy>	
	Amount and currency payable by Commerzbank:	<ccy> <amount></amount></ccy>	
	Forward Rate:	<ccy> <forward rate=""></forward></ccy>	
	Settlement Date:	<settlement date=""></settlement>	
	Premium:	<total amount="" premium=""></total>	
	Premium Payment Date:	<premium date="" payment=""></premium>	
	Premium Payer:	Counterparty	
Other terms and conditions:		None	
Calculation Agent:		Commerzbank	
Account Details:			



All Payments will be settled via the following account: <SSIs>

Commerzbank is authorized to debit this account with regards to all owed payments resulting from this transaction.

#### Offices:

- (a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and
- (b) The Office of Counterparty for the Transaction is <counterparty location>

#### Broker:

<Broker Name>

#### **Business Day:**

Business Day Convention:	Following
for the Settlement Date:	<business date="" day="" for="" settlement="" the=""></business>
for the Premium Payment Date:	<business date<="" day="" for="" payment="" premium="" th="" the=""></business>

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com			
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com			
Yours faithfully,	Confirmed as of the date first above written:			
Commerzbank AG By:	<counterparty legal="" name=""> By:</counterparty>			
Name	Name:			

Chairman of the Supervisory Board: Klaus-Peter Müller

Board of Managing Directors: Martin Blessing (Chairman), Frank Annuscheit, Markus Beumer, Stephan Engels, Michael Reuther, Stefan Schmittmann, Martin Zielke



GS-MO OTC Derivatives Service Hotline Documentation

Tel +49 69 136 55272 Fax +44 207 655 2328 / +49 69 136 82672 Service Hotline Payments Tel +49 69 136 55414

postal address: Theodor-Heuss-Allee 50 60261 Frankfurt am Main

Frankfurt am Main, {date}

#### Target Forward Transaction our ref.no. <our reference> Your Ref.No. Please advise UTI: <UTI>

The purpose of this letter (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between Commerzbank AG ("Commerzbank") and <Counterparty legal name> ("Counterparty") on the Trade Date specified below (the "Master Transaction").

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., and in the 1998 FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee, are incorporated into this Confirmation. Any terms used and not otherwise defined in the Confirmation shall have the meaning set forth therein. In the event of any inconsistency between the 2006 ISDA Definitions and the 1998 FX and Currency Option Definitions, the 1998 FX and Currency Option Definitions, the definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated as of <<u>Master Agreement Date</u>> as amended and supplemented from time to time (the "Agreement") between us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

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

General Terms	
Trade Date / Trade Time:	<trade date=""> / <trade time=""></trade></trade>
Buyer:	Counterparty
Seller:	Commerzbank
Forward Transactions:	On the Trade Date the Seller and Buyer enter into a series of <count> transactions each having a Valuation Date and a Settlement Date as set out in the Annex hereto (each a "Transaction").</count>
Notional Amount:	<ccy> <amount> for each Transaction</amount></ccy>
Strike Price:	<strike price=""> <ccy></ccy></strike>
Leverage Factor:	<leverage factor=""></leverage>
Knock Out Event:	A Knock Out Event shall be deemed to have occurred if, on an Observation Date, the sum of all Positive Values for all Transactions concluded until and including such Observation Date, reaches or exceeds the Knock Out Level, as determined by the Calculation Agent.

Counterparty legal name Street Zip & City

+Fax

Positive Value:	Max (0,Strike Price - Spot Rate)
Knock-Out Level:	<knock-out level=""></knock-out>
Observation Date for Knock Out Event:	Each Valuation Date
Valuation Date:	For each Transaction as set out in the Annex hereto
Settlement Date:	For each Transaction as set out in the Annex hereto
Payment:	Subject to no Knock Out Event having occurred with respect to a relevant Forward Transaction prior or at the Valuation Date:
	<ol> <li>If the Spot Rate fixes at or below the Strike Price then the Buyer receives from the Seller the USD Notional Amount and the Seller receives from the Buyer the Conversion Amount.</li> </ol>
	II) If the Spot Rate fixes above the Strike Price then the Buyer receives from the Seller the USD Notional Amount multiplied by the Leverage Factor and the Seller receives from the Buyer the Conversion Amount multiplied by the Leverage Factor.
	In case of a Knock Out Event having occurred, all Transactions following the Transaction that triggered the Knock Out Event shall be knocked out and this Master Transaction shall be early terminated with effect from the day on which such Knock Out Event has occurred.
	For the avoidance of doubt, this shall not affect the validity of the Transactions that were entered into prior to the occurrence of such Knock Out Event.
	In case of a Knock Out Event, the Transaction that triggered such Knock Out Event will <u>not</u> be paid.
Conversion Amount:	For each Transaction an amount in EUR calculated as follows: Notional Amount divided by the Strike Price.
Spot Rate:	The USD/EUR Rate, expressed as the amount of USD per one EUR which appear on Reuters page ECB37 at 14:15 Frankfurt am Main time.
	In the event that Reuters page ECB37 is unavailable for any reason, the Calculation Agent will determine the relevant rate, taking into account the last published rate and any other information as it in good faith deems relevant.
Other terms and conditions:	None
Calculation Agent:	Commerzbank
Account Details:	
Your Account for USD:	<ssis></ssis>
Our Account for USD:	<ssis></ssis>

- Offices:
- (a) The Office of Commerzbank for the Transaction is Frankfurt am Main; and
   (b) The Office of Counterparty for the Transaction is <counterparty location>

Broker:

<Broker Name>

#### **Business Day:**

<b>Business Day Convention:</b>	Modified Following
Settlement Business Days:	<settlement business="" days=""></settlement>
Valuation Business Days:	<valuation business="" days=""></valuation>

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT 305/306 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation for that purpose and returning it to us or by sending to us a fax substantially similar to this fax, which sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Contact for documentation:	Tel. +49 69 136 55272 E-mail: FXO-Documentation@Commerzbank.com		
Contact for payments:	Tel. +49 69 136 55414 E-mail: DPDEquities&CommoditiesSettlements@Commerzbank.com		
Yours faithfully,	Confirmed as of the date first above written:		
Commerzbank AG By:	<c By</c 	Counterparty legal name> y:	
Name	Na	ame:	
Chairman of the Supervisory Board: Klaus-F	Peter Müller	Commerzbank Aktiengesellschaft, Frankfurt am Main	
Board of Managing Directors: Martin Blessin	g (Chairman), Frank Annuscheit,	Registered Office: Amtsgericht Frankfurt am Main, HRB 32000	
Markus Beumer, Stephan Engels, Michael F	Reuther, Stefan Schmittmann, Martin Z	Xielke         VAT ID No.: DE 114 103 514	

# ANNEX

Valuation Dates	Settlement Dates
<valuation date=""></valuation>	<settlement date=""></settlement>
	<settlement date=""></settlement>
	<valuation date=""></valuation>





Commerzbank AG, 60261 Frankfurt/Main

Musterbank Musterstrasse 20 99999 Musterstadt

#### GSBM Traded Products Services Derivatives & FX/MM Processing 60261 Frankfurt am Main

 Telephone
 +49 69 136 833 77

 Fax
 +49 69 795 379 338

 E-Mail
 FXMM-Documentation@commerzbank.com

### 5th April 2018 Confirmation - FX FORWARD

Reference Related Reference FO-Reference Customer ID	: CAF1234567890/02 : CAF1234567889/02 : DM:1234567890 : 1234567890	Status Trade Date Trade Execution Tim	: NEW : 2015/12/03 ne : 2015/12/03 16:47 UTC+0100
UTI	: 1234567890COBAF3K123456789		

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between COMMERZBANK Aktiengesellschaft and Musterbank AG ("Counterparty") on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA 1992 dated as of 2006/01/18, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Your sale of:		Your purchase	e of:	
EUR:	220,000.00	PLN:	971,146.00	Rate: 4.4143
Maturity:	2017/12/07	Maturity:	2017/12/07	
Settlement ir	n our favour:	Settlement in	your favour:	
Our Agent:	COBADEFFXXX	Your Agent:	COBADEFFXXX	
Acc:	/DE123456789123456789	Acc:	/DE123456789123456789	
Beneficiary: COBADEF0XXX		Beneficiary:	Musterbank, Mu	isterstrasse 20, 99999
-		-	Musterstadt	

NonReliance

Each party hereby represents to the other party that (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

(I) It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as





Page 2 of 2 | 5th April 2018

GSBM Traded Products Services Derivatives & FX/MM Processing 60261 Frankfurt am Main

a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction,

(II) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction,

(III) The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction,

(IV) It is entering into this Transaction as principal and not as agent of any person.

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT300 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Should you notice any discrepancies in the agreed terms of the transaction please immediately notify us. Please confirm that the foregoing correctly sets forth the terms of the agreement by signing the enclosed copy and returning the entire confirmation to us by fax (+49 69 795 379 338) or email (assumed you have signed an agreement to exchange trade confirmations and related documents via email).

#### Commerzbank AG, Frankfurt am Main

(This computer generated confirmation is valid without our signature!)

Confirmed: Signature(s):





Commerzbank AG, 60261 Frankfurt/Main

Musterbank Musterstrasse 20 99999 Musterstadt

#### GSBM Traded Products Services Derivatives & FX/MM Processing 60261 Frankfurt am Main

 Telephone
 +49 69 136 833 77

 Fax
 +49 69 795 379 338

 E-Mail
 FXMM-Documentation@commerzbank.com

## 5th April 2018 Confirmation - NDF

Reference Related Reference FO-Reference Customer ID	: CAF1234567890/02 : CAF1234567889/02 : DM:1234567890 : 1234567890	Status Trade Date Trade Execution Tin	: NEW : 2015/12/03 ne : 2015/12/03 16:47 UTC+0100
UTI	: 1234567890COBAF3K123456789		

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between COMMERZBANK Aktiengesellschaft and Musterbank AG ("Counterparty") on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA 1992 dated as of 2006/01/18, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

Your sale of:		Your purchase	e of:	
EUR:	220,000.00	KRW:	971,146.00	Rate: 4.4143
Maturity:	2017/12/07	Maturity:	2017/12/07	
Settlement ir	n our favour:	Settlement in	your favour:	
Our Agent:	COBADEFFXXX	Your Agent:	Agent: COBADEFFXXX	
Acc:	/DE123456789123456789	Acc:	/DE1234567891	23456789
Beneficiary: COBADEF0XXX		Beneficiary:	Musterbank, Mu	isterstrasse 20, 99999
		-	Musterstadt	

Valuation Date: 2016/11/24 Settlement Currency: EUR Settlement Rate Option: KRW02 NDF FIX

#### NonReliance

Each party hereby represents to the other party that (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):





Page 2 of 2 | 5th April 2018

GSBM Traded Products Services Derivatives & FX/MM Processing 60261 Frankfurt am Main

(I) It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) be deemed to be an assurance or guarantee as to the expected results of this Transaction,

(II) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction,

(III) The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction,

(IV) It is entering into this Transaction as principal and not as agent of any person.

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT300 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Should you notice any discrepancies in the agreed terms of the transaction please immediately notify us. Please confirm that the foregoing correctly sets forth the terms of the agreement by signing the enclosed copy and returning the entire confirmation to us by fax (+49 69 795 379 338) or email (assumed you have signed an agreement to exchange trade confirmations and related documents via email).

#### Commerzbank AG, Frankfurt am Main

(This computer generated confirmation is valid without our signature!)

Confirmed: Signature(s):





Commerzbank AG, 60261 Frankfurt/Main

Musterbank Musterstrasse 20 99999 Musterstadt

#### GSBM Traded Products Services Derivatives & FX/MM Processi 60261 Frankfurt am Main

 Telephone
 +49 69 136 833 77

 Fax
 +49 69 795 379 338

 E-Mail
 FXMM-Documentation@commerzbank.com

## 5th April 2018 Confirmation - FX SWAP

Reference FO-Reference Customer ID UTI near UTI far	: CAF1234567890N02/F02 : DM:1234567890 : 1234567890 : 1030239971COBAF3K123456789N : 1030239971COBAF3K123456789F	Status Trade Date Trade Execution T	: NEW : 2016/04/19 ime : 2016/04/19 13:48 UTC+0200
Ullfar	: 1030239971COBAF3K123456789F		

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between COMMERZBANK Aktiengesellschaft and Musterbank AG ("Counterparty") on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA 1992 dated as of 2006/01/18, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

EUR:

Value:

Your Agent: Acc:

Beneficiary:

Your purchase of:

Your purchase of:

Settlement in your favour:

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

#### Your sale of:

JPY:	58,272,000.00
Value:	2016/04/21

#### Settlement in our favour:

Our Agent:	COBADEFFXXX
Acc:	/DE12345678901234567890

#### Your sale of:

EUR:	469,329.90
Maturity:	2016/06/24

#### Settlement in our favour:

Our Agent:	COBADEFFXXX
Acc:	/DE12345678901234567890
Beneficiary:	COBADEF0XXX

Chairman of the Supervisory Board: Klaus-Peter Müller Board of Managing Directors: Martin Zielke (Chairman), Frank Annuscheit, Marcus Chromik, Stephan Engels, Michael Mandel, Bettina Orlopp, Michael Reuther

# JPY: 58,272,000.00 Rate: 124.16 Maturity: 2016/06/24 Settlement in your favour: COBADEFEXXX

469.329.90

2016/04/21

Musterstadt

COBADEFFXXX

/DE12345678901234567890

Musterbank, Musterstrasse 20, 99999

Rate: 124.16

Our Agent: C	COBADEFFXXX
Your Agent: L	JNKNOWN





Page 2 of 2 | 5th April 2018

GSBM Traded Products Services Derivatives & FX/MM Processi 60261 Frankfurt am Main

#### NonReliance

Each party hereby represents to the other party that (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

(I) It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) be deemed to be an assurance or guarantee as to the expected results of this Transaction,

(II) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction,

(III) The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction,

(IV) It is entering into this Transaction as principal and not as agent of any person.

This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT300 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Should you notice any discrepancies in the agreed terms of the transaction please immediately notify us. Please confirm that the foregoing correctly sets forth the terms of the agreement by signing the enclosed copy and returning the entire confirmation to us by fax (+49 69 795 379 338) or email (assumed you have signed an agreement to exchange trade confirmations and related documents via email).

#### Commerzbank AG, Frankfurt am Main

(This computer generated confirmation is valid without our signature!)

Confirmed: Signature(s):