

Both [Party A] and [Party B] shall have the right to terminate this Transaction on or after [] (or if it is not a Business Day, on the next succeeding Business Day) (the “**Optional Termination Date**”), on at least [] Business Days prior written notice to the other party. If the parties have entered into an ISDA Master in the form published by ISDA (the “Agreement”) prior to the Optional Termination Date, any amounts payable by one party to the other upon the occurrence of a termination pursuant to this provision shall be determined in accordance with the terms of that Agreement. In the event that either party (the “**1st Party**”, and the other party being the “**2nd Party**”) terminates this Transaction pursuant to the foregoing and an Agreement has not been entered into prior to the Optional Termination Date, then the parties shall attempt to agree on an amount payable by one party to the other on the Optional Termination Date in respect of such termination. If the parties fail to agree on such an amount prior to the [] Business Day preceding the Optional Termination Date, the [1st] Party shall determine the amount to be paid as if the parties had entered into an Agreement and specified “Second Method” and “Market Quotation” as applicable, and as if the Optional Termination Date were an Early Termination Date, and as if the optional termination were an Additional Termination Event and the 1st Party were the party who was not the Affected Party. Any amounts to be paid hereunder shall be paid by the relevant party on the Optional Termination Date, and this Transaction shall terminate on the Optional Termination Date with no further rights and obligations of either party, other than the obligations to make payment as set out in this provision.