

A Sample of the Relevant Provisions of an Equity Derivatives Transaction

The below is set out by way of illustration only and does not contain the full provisions of a Confirmation and shall not be relied on as such. In addition, the elections therein are not appropriate for specific transactions. Derivativeslawyer.com do not accept any responsibility whatsoever for the use of or reliance on the below.

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

General Terms:

Trade Date:	[●]
Option Style:	[●]
Option Type:	[Put] [Call]
Seller:	[●]
Buyer:	[●]
Shares:	The ordinary shares of [●] (Security Symbol: [●])
Number of Options:	[●]
Option Entitlement:	[1] Share per Option
Multiple Exercise:	[Not] Applicable
Strike Price:	[●]
Premium:	[●] (Premium per Option:[●])
Premium Payment Date:	[●]
Exchange:	[●]
Related Exchange:	Any exchange on which futures and/or options contracts related to the Shares are principally traded.
Clearance System:	[●]

Procedure for Exercise:

Expiration Time:	At the close of trading on the Exchange
Expiration Date:	[●]
Automatic Exercise:	Applicable, except that Section 3,4(c) of the Equity Definitions shall be amended such that "In-the-Money" means that the Strike Price is greater than the Reference Price.
Reference Price:	The price per Share quoted by the Exchange at the Expiration Time on the Expiration Date.

Settlement Terms:

Physical Settlement:	Applicable
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Settlement Currency:	[●]
Settlement Method Election:	Applicable, provided that Section 7.1 of the Equity Definitions shall be amended by (a) inserting the word 'written' between the words 'irrevocable' and 'notice' in the 4 th line thereof (b) deleting the words '(which will be oral telephonic notice if practicable, and otherwise written notice)' in the 4 th and 5 th line (c) deleting the words 'or Physical Settlement' in the 6 th and 7 th line and (d) deleting the rest of Section 7.1 starting from the words 'and the Electing Party will execute and deliver to the other party...' in the 8 th line.
Electing Party:	[●]
Settlement Method Election Date:	no later than three (3) Exchange Business Days preceding the Expiration Date
[Cash Settlement Terms:	
Cash Settlement Payment Date:	3 Currency Business Days after relevant Valuation Date
Settlement Currency:	[●]]
Adjustments:	
Method of Adjustment:	[Calculation Agent Adjustment]
Extraordinary Events:	
Consequences of Merger Event:	
(a) Share-for-Share:	Cancellation and Payment; <i>provided however</i> , if the New Shares are publicly traded on the Exchange, Alternative Obligation shall apply.
(b) Share-for-Other:	[Cancellation and Payment]
(c) Share-for-Combined:	Cancellation and Payment; <i>provided however</i> , if any portion of the consideration for the relevant shares consists of equity securities that are publicly traded on the Exchange (the "Publicly Traded Securities Consideration"), Alternative Obligation shall apply but only to that portion of the Transaction corresponding to the equity securities that are publicly traded.

Nationalization or Insolvency: Negotiated Close-out

Additional Disruption Events:

Failure to Deliver: Applicable

**Additional Representations, Agreements
and Acknowledgments:**

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Applicable

Hedging Activities:

Additional Acknowledgments: Applicable