

**Addendum dated as of _____, _____ to the
Foreign Exchange and Options Master Agreement dated as of _____, _____
(the “Master Agreement”)
between _____ (“Party A”) and _____ (“Party B”)**

The Schedule to the Master Agreement is amended by adding the following Part _____:
Part _____. 1998 FX and Currency Option Definitions.

The 1998 FX and Currency Option Definitions as published by ISDA, EMTA and the Foreign Exchange Committee (the “Definitions”) shall be applicable to each FX Transaction and Option under the Agreement, including any FX Transaction or Option outstanding on the date hereof, subject to the following:

1. Definitions.

(a) The term “Agreement” in Section 2.2 of the Master Agreement shall include the Master Agreement as modified and supplemented by this Part.

(b) The terms “FX Transaction” and “Currency Option Transaction” in the Definitions or in a Confirmation shall in all cases be considered references to an “FX Transaction” and “Option,” respectively, under the Agreement.

(c) All terms in this Part shall have the meanings given them above or in the Definitions, unless not defined above or in the Definitions, in which case the term shall have the meaning given in the Master Agreement.

2. Scope.

(a) Notwithstanding the absence of any reference to the Definitions in a Confirmation, this Part and the Definitions shall be applicable to any FX Transaction or Currency Option Transaction covered by the Master Agreement; provided that the Parties may agree otherwise for any Transaction as evidenced by a Confirmation that complies with Section 2.3 of the Master Agreement.

(b) In the event of any inconsistency between the Definitions and a Confirmation, the terms of the Confirmation shall govern for the purpose of the relevant Transaction. In the event of any inconsistency between the Definitions and the Master Agreement, the Definitions shall prevail.

3. Confirmations.

Notwithstanding Sections 2.4 and 11.12 of the Master Agreement, (i) in the event of any inconsistency between the terms of a Confirmation for a Non-Deliverable FX Transaction and the Master Agreement, the terms of the Confirmation shall prevail and (ii) in the event of any inconsistency between the terms of a Confirmation for a Deliverable FX Transaction and the Master Agreement, the terms of the Confirmation shall prevail if either the Confirmation explicitly states that it shall so prevail and has been signed by both Parties or Confirmations so stating have been

exchanged as provided in Section 2.3 of the Master Agreement.

4. Disruption Events.

With respect to any Disruption Event that is applicable to an FX Transaction or Currency Option Transaction pursuant to the Definitions or as otherwise agreed by the Parties as evidenced by a Confirmation, Section 9 of the Master Agreement shall not be applicable in respect of such FX Transaction or Currency Option Transaction, and the Parties shall be subject to the Disruption Fallbacks (including but not limited to No Fault Termination) specified as applicable pursuant to the Definitions or such Confirmation.

5. Miscellaneous.

The provisions of Part VI of the Schedule relating to cash settlement of FX Transactions shall apply to Non-Deliverable FX Transactions.

ACCEPTED AND AGREED:

PARTY A:

By _____
Name:
Title:

PARTY B:

By _____
Name:
Title: