## Instructions to Signing the 2013 Multilateral Amendment Agreement for Certain Asian Currency Non-Deliverable FX and Currency Option Transactions With Non-Deliverable Swap Transactions Supplement and Other Transactions Supplement Thereto

Dear Market Participant:

If you wish to amend your outstanding IDR, MYR and THB non-deliverable FX and currency option transactions ("NDF" and "NDO" transactions) and/or IDR, MYR and THB non-deliverable swap transactions ("NDS" transactions) and/or other transactions ("Other Transactions") that reference the IDR/USD, MYR/USD, THB/USD or SGD/USD spot rates reported by the Association of Banks in Singapore ("ABS") and published on Reuters Screen ABSIRFIX01 Page, please take the steps outlined below.

- 1. It is assumed that you have outstanding IDR, MYR and/or THB NDF and/or NDO transactions that you wish to amend. You may elect whether to amend your outstanding IDR, MYR and THB NDS transactions by specifying the Non-Deliverable Swaps Transactions Supplement to the Multilateral Amendment Agreement (the "Amendment") to be applicable by checking the relevant box in the Amendment. You may also elect whether to amend your outstanding Other Transactions by specifying the Other Transactions Supplement to the Amendment to be applicable by checking the relevant box in the Amendment. If you do not check any box, you will be deemed to have elected that the Non-Deliverable Swap Transactions Supplement or the Other Transactions Supplement (as the case may be) is not applicable.
- 2. Print the name of your institution above the signature line on the Amendment. This should be the legal entity name, without specifying branches.
- 3. Arrange for the duly authorized signature or signatures (and institutional stamp or endorsement, as appropriate) by your institution of the Amendment with the date the Amendment is signed. The effective date of the Amendment and any Supplement that you elect to be applicable will be August 6, 2013, whether the Amendment is signed by you before or after that date.
- 4. Print the name(s) and title(s) of your authorized signatory(ies) below the actual signatures on the Amendment.

- 5. At the bottom of the Amendment, print the name and contact details (phone, fax and email) of the person(s) at your institution who is responsible for inquiries from other market participants regarding verification of signature authority for your institution. This person should be prepared to provide directly to other market participants customary evidence of the due authority of the signatory(ies) for your institution of the Amendment.
- 6. At the bottom of the Amendment, print the name and contact details (phone, fax and email) of the person(s) at your institution to whom communications may be sent by Clifford Chance Pte Ltd, EMTA and/or ISDA.
- 7. Return the Amendment via fax +65 6410 2288 or email (scanned copy) (<u>ndfamend@cliffordchance.com</u>) and also send an ORIGINAL, HARD COPY to Clifford Chance Pte Ltd at 12 Marina Boulevard, 25<sup>th</sup> Floor, Tower 3, Marina Bay Financial Centre, Singapore 018982 for the attention of: Paul Landless not later than 5:00 p.m. Singapore time on August 2, 2013.

PLEASE NOTE that no Amendment will be accepted as fully signed by a party unless ALL of the foregoing steps have been completed with respect thereto.

None of EMTA, the SFEMC, ISDA or Clifford Chance Pte Ltd assumes any responsibility for verification of the due authority of any institution signing the Amendment. Each institution is responsible for its own due diligence in this regard. A full set of signed Amendment counterparts will be kept by Clifford Chance Pte Ltd at its offices in Singapore. The final list of institutions that have executed the Amendment and the Supplement(s) that each has elected to be applicable, and the signatories and contact persons identified by the institutions will be published for 'Member Only' access on the ISDA and EMTA websites on August 5, 2013. In addition, Clifford Chance Pte Ltd will send this final list by email (to the person(s) identified in the Amendment pursuant to paragraph 6 above) to each adhering institution on August 5, 2013. Interim lists of institutions that have executed the Amendment will be circulated by email by Clifford Chance Pte Ltd to adhering institutions (to the person(s) identified in the Amendment pursuant to paragraph 6 above) and may be periodically posted on the 'Member Only' section of the ISDA and EMTA websites. It is anticipated that the interim lists will be circulated by Clifford Chance Pte Ltd at the end of each Singapore business day and that the interim lists will be posted on the 'Member Only' section of the ISDA and EMTA websites at the end of each week.

EMTA, the SFEMC, ISDA and Clifford Chance Pte Ltd are acting exclusively as administrators of the Amendment, including the Supplements thereto, at the request of, and for the convenience of the market and do not assume any responsibility or liability, legal or otherwise, for interpreting the Amendment or the Supplements, verifying the authority of any signatory or any institution to sign the Amendment, including the Supplements thereto, or for any disputes that may arise among signatories to the Amendment, including the Supplements thereto.

If you are an EMTA Member, please contact Leslie Payton Jacobs of EMTA at <u>lpjacobs@emta.org</u> with any questions. If you are an SFEMC Member, please address inquiries to the SFEMC by email to <u>secretariat@sfemc.org</u>, and if you are an ISDA member, please contact Jacqueline Low of ISDA at <u>jlow@isda.org</u>. If you are not a member of any of these organizations, you may contact any of the above.

## 2013 MULTILATERAL AMENDMENT AGREEMENT FOR CERTAIN ASIAN CURRENCY NON-DELIVERABLE FX AND CURRENCY OPTION TRANSACTIONS WITH NON-DELIVERABLE SWAP TRANSACTIONS SUPPLEMENT AND OTHER TRANSACTIONS SUPPLEMENT

THIS MULTILATERAL AMENDMENT AGREEMENT (this "Amendment") dated and effective as of August 6, 2013 (the "Effective Date"), is by and between each party signatory hereto (each, a "Party" and together, the "Parties").

WHEREAS, EMTA, Inc. ("EMTA"), the Singapore Foreign Exchange Market Committee ("SFEMC") and the Foreign Exchange Committee ("FXC") have jointly sponsored the publication of Template Terms for IDR/USD Non-Deliverable FX Transactions, MYR/USD Non-Deliverable FX Transactions and VND/USD Non-Deliverable FX Transactions which, in each case, included a recommended primary settlement rate option for each such currency pair as reported by the Association of Banks in Singapore ("ABS"), being in the case of IDR/USD transactions, the IDR ABS (IDR01) rate, in the case of MYR/USD transactions, the MYR ABS (MYR01) rate, and in the case of VND/USD transactions, the VND ABS (VND01) rate (each rate as defined in Annex A to the 1998 FX and Currency Option Definitions).

WHEREAS, EMTA has also published Template Terms for IDR/USD Non-Deliverable Currency Option Transactions, MYR/USD Non-Deliverable Currency Option Transactions and VND/USD Non-Deliverable Currency Option Transactions, which, in each case, incorporated the recommended primary settlement rate option for each such currency pair as referenced above.

WHEREAS, certain market participants, from time to time, have also entered into bilaterally negotiated THB/USD non-deliverable FX and currency option transactions with the primary settlement rate option for such transactions being the THB/USD spot rate reported by the ABS and published at approximately 11:30 am, Singapore time, on Reuters Screen ABSIRFIX01 Page (hereinafter referred to as "THB ABS").

WHEREAS, certain market participants, from time to time, have also entered into bilaterally negotiated cross-currency non-deliverable FX and currency option transactions that are net-settled in SGD using the ABS SGD/USD (SGD2) rate (as defined in Annex A to the 1998 FX and Currency Option Definitions) or using their own definition of the SGD/USD spot rate reported by the ABS and published at approximately 11:30 am, Singapore time, on Reuters Screen ABSIRFIX01 Page (hereinafter referred to as "SGD ABS"). WHEREAS, in consultation with the SFEMC, the ABS has indicated its intent to cease the calculation and publication of the IDR ABS (IDR01), MYR ABS (MYR01), and THB ABS and SGD ABS rates on August 5, 2013 and of the VND ABS (VND01) rate on July 12, 2013.

WHEREAS, EMTA and the SFEMC, in consultation with their respective members, have identified and agreed upon a replacement rate quotation source for IDR/USD transactions of IDR VWAP (IDR03), for MYR/USD transactions of MYR PPKM (MYR03), for THB/USD transactions of THB VWAP (THB01) and for SGD/USD transactions of SGD VWAP (SGD3) (each rate as newly defined in Annex A to the 1998 FX and Currency Option Definitions).

WHEREAS, due to lack of industry interest, a replacement recommendation for a VND/USD rate quote has NOT been identified.

WHEREAS, as of the Effective Date, EMTA, the SFEMC and the FXC will amend the Template Terms for IDR/USD Non-Deliverable FX Transactions and MYR/USD Non-Deliverable FX Transactions to replace the primary settlement rate options therein with the newly identified settlement rate options.

WHEREAS, as of the Effective Date, EMTA will amend the Template Terms for IDR/USD Non-Deliverable Currency Option Transactions and MYR/USD Non-Deliverable Currency Option Transactions to replace the primary settlement rate options therein with the newly identified settlement rate options.

WHEREAS, each Party wishes to amend the confirmations for its IDR/USD and MYR/USD non-deliverable FX transactions and IDR/USD and MYR/USD non-deliverable currency option transactions traded before and outstanding on the Effective Date (the "Existing IDR and MYR Confirmations") with each other Party to incorporate the newly amended Template Terms in its Existing IDR and MYR Confirmations with each such other Party so as to include the newly recommended settlement rate option for each such currency pair.

WHEREAS, each Party wishes to amend the confirmations for its THB/USD non-deliverable FX transactions and THB/USD non-deliverable currency option transactions traded before and outstanding on the Effective Date (the "Existing THB Confirmations") with each other Party to incorporate the newly recommended settlement rate option for such currency pair into each Existing THB Confirmation.

WHEREAS, each Party wishes to amend the confirmations for its crosscurrency non-deliverable FX transactions and non-deliverable currency option transactions that are net-settled in SGD traded before and outstanding on the Effective Date (the "Existing Cross-Currency SGD Confirmations") with each other Party to incorporate the newly recommended settlement rate option for SGD/USD into each Existing Cross-Currency SGD Confirmation. WHEREAS, certain of the Parties have entered into non-deliverable swap transactions ("NDS Transactions") as more particularly described in the Non-Deliverable Swap Transactions Supplement hereto and/or into other transactions referencing the IDR ABS (IDR01), MYR ABS (MYR01), THB ABS or ABS SGD/USD (SGD2) or SGD ABS rates ("Other Transactions") as more particularly described in the Other Transactions Supplement hereto.

WHEREAS, these Parties wish to amend the confirmations for their NDS Transactions traded before and outstanding on the Effective Date ("Existing NDS Transactions") in the manner set out in the Non-Deliverable Swap Transactions Supplement hereto and/or to amend the confirmations for their Other Transactions traded before and outstanding on the Effective Date ("Existing Other Transactions") in the manner set out in the Other Transactions Supplement hereto.

WHEREAS, each Party desires to simplify and expedite the amendment of its Existing IDR and MYR Confirmations, Existing THB Confirmations and Existing Cross-Currency SGD Confirmations (together, the "Existing Confirmations") through the execution of this Multilateral Amendment Agreement.

WHEREAS, certain of the Parties as aforesaid desire to simplify and expedite the amendment of their Existing NDS Transactions by electing that the Non-Deliverable Swap Transactions Supplement hereto be applicable and/or the amendment of their Existing Other Transactions by electing that the Other Transactions Supplement hereto be applicable, in each case when executing this Multilateral Amendment Agreement.

NOW, THEREFORE, each Party agrees as follows:

SECTION 1. <u>Amendment</u>. As of the Effective Date, unless otherwise agreed by the Parties to an Existing Confirmation, each Existing Confirmation shall be amended to replace therein the reference to the primary settlement rate option with the newly recommended settlement rate option so that, (i) in the case of IDR/USD and MYR/USD non-deliverable FX and currency option transactions, they will reflect, in their entirety, the relevant amended Template Terms for each of them, (ii) in the case of THB/USD non-deliverable FX and currency option transactions, they shall be amended to replace therein the reference to THB ABS with the newly recommended settlement rate option of THB VWAP (THB01), and (iii) in the case of cross-currency non-deliverable FX transactions and non-deliverable currency option transactions that are net-settled in SGD, they shall be amended to replace therein the reference to ABS SGD/USD (SGD2) or SGD ABS with the newly recommended settlement rate option of SGD VWAP (SGD3).

SECTION 2. <u>Effect of this Amendment</u>. By signing this Amendment, all Existing Confirmations between a Party and any other Party will be deemed amended as

of the Effective Date as specified in Section 1 above, and such amendment will be effective in the same manner as though each Party had signed an amendment with each other Party with whom it has an Existing Confirmation. Except for the amendment specified in Section 1 above, this Amendment shall not affect any other terms of the Existing Confirmations, which terms shall remain in full force and effect.

SECTION 3. <u>Non-Deliverable Swap Transactions Supplement to this</u> <u>Amendment</u>. By specifying the Non-Deliverable Swap Transactions Supplement hereto to be applicable by checking the relevant box below, all Existing NDS Transactions between a Party so specifying and any other Party so specifying will be deemed amended as of the Effective Date in the manner set out in the Non-Deliverable Swap Transactions Supplement hereto, and such amendment will be effective in the same manner as though each such Party had signed an amendment with each such other Party with whom it has an Existing NDS Transaction. Except for the amendments specified herein and in the Non-Deliverable Swap Transactions Supplement hereto, this Amendment and the Non-Deliverable Swap Transactions Supplement hereto shall not affect any other terms of the Existing NDS Transactions, which terms shall remain in full force and effect. If a Party fails to check any box, it will be deemed to have elected that the Non-Deliverable Swap Transactions Supplement is not applicable.

SECTION 4. <u>Other Transactions Supplement to this Amendment</u>. By specifying the Other Transactions Supplement hereto to be applicable by checking the relevant box below, all Existing Other Transactions between a Party so specifying and any other Party so specifying will be deemed amended as of the Effective Date in the manner set out in the Other Transactions Supplement hereto, and such amendment will be effective in the same manner as though each such Party had signed an amendment with each such other Party with whom it has an Existing Other Transaction. Except for the amendments specified herein and in the Other Transactions Supplement hereto, this Amendment and the Other Transactions Supplement hereto shall not affect any other terms of the Existing Other Transactions, which terms shall remain in full force and effect. If a Party fails to check any box, it will be deemed to have elected that the Other Transactions Supplement is not applicable.

# SECTION 5. Miscellaneous.

(a) <u>Valid and Binding, Etc</u>. Each Party represents and warrants that this Amendment (and each Existing Confirmation, as amended hereby) and (if applicable) together with the Non-Deliverable Swap Transactions Supplement hereto (and each Existing NDS Transaction, as amended hereby) and/or the Other Transactions Supplement hereto (and each Existing Other Transaction, as amended hereby) is its legal, valid and binding obligation, enforceable against such party in accordance with its terms.

(b) <u>Governing Law</u>. This Amendment (including, if applicable, the Non-Deliverable Swap Transactions Supplement hereto and/or the Other Transactions Supplement hereto), as between each Party shall be governed by the law governing any master agreement (or equivalent thereof) previously signed between such Parties (including any master agreement that the Parties are deemed to have entered into whether pursuant to an executed confirmation or otherwise), or failing such an agreement, the laws of England and Wales.

(c) <u>Submission to Jurisdiction</u>. Solely for purposes of disputes arising out of this Amendment (including, if applicable, the Non-Deliverable Swap Transactions Supplement hereto and/or the Other Transactions Supplement hereto), the Parties irrevocably agree to submit to the jurisdiction of the courts or any alternate dispute resolution mechanism that the Parties shall have previously agreed to in any master agreement (or equivalent thereof) previously signed between the Parties (including any master agreement that the Parties are deemed to have entered into whether pursuant to an executed confirmation or otherwise), or failing such an agreement, the English Courts.

(d) <u>Counterparts</u>. This Amendment (including, if applicable, the Non-Deliverable Swap Transactions Supplement hereto and/or the Other Transactions Supplement hereto) may be executed by the Parties in separate counterparts, each of which when so executed being deemed an original hereof.

	Applicable	Not Applicable
Non-Deliverable Swap Transactions Supplement		
Other Transactions Supplement		

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by one or more of its duly authorized agents or officers.

Name of Institution:	
Authorized Signature(s):	
Name(s) of Authorized Signatory (ies):	
Authorized Signature(s):	
Name(s) of Authorized Signatory (ies):	
Administrative Contact(s) (for signature verification):	
Administrative Contact(s) (for communications from Clifford Chance Pte Ltd, EMTA and/or ISDA):	Name: Email: Phone/Fax Name: Email: Phone/Fax
[Seal]	

## NON-DELIVERABLE SWAP TRANSACTIONS SUPPLEMENT To 2013 MULTILATERAL AMENDMENT AGREEMENT FOR CERTAIN ASIAN CURRENCY NON-DELIVERABLE FX AND CURRENCY OPTION TRANSACTIONS

IF THIS NON-DELIVERABLE SWAP TRANSACTIONS SUPPLEMENT to the 2013 Multilateral Amendment Agreement for Certain Asian Currency Non-Deliverable FX and Currency Option Transactions dated as of the Effective Date has been elected to apply, then as between two Parties who have so elected, the provisions below shall apply to any Non-Deliverable Swap Transactions between them traded before and outstanding on the Effective Date.

WHEREAS, the Parties have entered into various Non-Deliverable Swap Transactions using either the revised form of confirmation that incorporates, inter alia, the Non-Deliverable Swap Transaction Standard Terms Supplement, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") on December 5, 2011 (the "2011 NDS Template"), or the form of confirmation that incorporates inter alia the Non-Deliverable Swap Transaction Standard Terms Supplement, as published by ISDA on October 19, 2009 (the "2009 NDS Template"), including transactions in which one of the reference currencies is IDR, MYR, THB or VND and/or in which the settlement currency is SGD.

WHEREAS, ISDA, in consultation with its members, have agreed that the replacement rate sources identified by EMTA and the SFEMC for the IDR/USD, MYR/USD and THB/USD rate quotations shall be adopted as the primary settlement rate options in the 2011 NDS Template and 2009 NDS Template, to remove VND as a reference currency from the 2011 NDS Template and 2009 NDS Template, and to adopt as the cross-currency settlement rate option the replacement rate source identified by EMTA and the SFEMC for the SGD/USD rate quotation.

WHEREAS, effective the Effective Date, ISDA will amend the 2011 NDS Template to replace the primary settlement rate options therein for the IDR/USD, MYR/USD and THB/USD rate quotations with the newly identified settlement rate options, to remove VND from the 2011 NDS Template and to replace the crosscurrency settlement rate option therein for the SGD/USD rate quotation with the newly identified settlement rate option (such amended template, the "2013 NDS Template").

WHEREAS, each Party will have no VND Non-Deliverable Swap Transactions outstanding on the Effective Date, and wishes to amend the confirmations for its Non-Deliverable Swap Transactions traded before and outstanding on the Effective Date (the "Existing NDS Confirmations") with each other Party hereto to incorporate the newly recommended settlement rate options for IDR/USD, MYR/USD and THB/USD and the newly recommended crosscurrency settlement rate option for SGD/USD into each Existing NDS Confirmation and to amend each Existing NDS Confirmation to incorporate the 2013 NDS Template in substitution for the 2011 NDS Template or 2009 NDS Template (as the case may be) in its Existing NDS Confirmations with each such other Party.

NOW, THEREFORE, each Party agrees that as of the Effective Date, unless otherwise agreed by the Parties to an Existing NDS Confirmation, each Existing NDS Confirmation shall be amended so that it will reflect in its entirety the amended 2013 NDS Template in substitution for the 2011 NDS Template or 2009 NDS Template (as the case may be).

## OTHER TRANSACTIONS SUPPLEMENT To 2013 MULTILATERAL AMENDMENT AGREEMENT FOR CERTAIN ASIAN CURRENCY NON-DELIVERABLE FX AND CURRENCY OPTION TRANSACTIONS

IF THIS OTHER TRANSACTIONS SUPPLEMENT to the 2013 Multilateral Amendment Agreement for Certain Asian Currency Non-Deliverable FX and Currency Option Transactions dated as of the Effective Date has been elected to apply, then as between two Parties who have so elected, the provisions below shall apply to any Other Transactions (as defined below) between them traded before and outstanding on the Effective Date.

WHEREAS, the Parties have entered into various other transactions referencing the IDR ABS (IDR01), MYR ABS (MYR01) or THB ABS rates (including without limitation, non-deliverable FX and currency option transactions that are settled in a currency other than USD) and/or various other transactions referencing the ABS SGD/USD (SGD2) or SGD ABS rate (together, "Other Transactions").

WHEREAS, each Party wishes to amend the confirmations for its Other Transactions traded before and outstanding on the Effective Date (the "Existing Other Transaction Confirmations") with each other Party hereto so that in the case of: (i) Other Transactions referencing IDR ABS (IDR01), they shall be amended to replace therein the reference to IDR ABS (IDR01) with IDR VWAP (IDR03), (ii) Other Transactions referencing MYR ABS (MYR01), they shall be amended to replace therein the reference to MYR ABS (MYR01) with MYR PPKM (MYR03) and further, in respect of the Valuation Date, to replace therein any reference to Business Day city(ies) with Kuala Lumpur, (iii) Other Transactions referencing THB ABS, they shall be amended to replace therein the reference to THB ABS with THB VWAP (THB01), and/or (iv) Other Transactions referencing ABS SGD/USD (SGD2) or SGD ABS, they shall be amended to replace therein the reference to ABS SGD/USD (SGD2) or SGD ABS with SGD VWAP (SGD3).

NOW, THEREFORE, each Party agrees that as of the Effective Date, unless otherwise agreed by the Parties to an Existing Other Transaction Confirmation, each Existing Other Transaction Confirmation shall be amended so that in the case of: (i) Other Transactions referencing IDR ABS (IDR01), they shall be amended to replace therein the reference to IDR ABS (IDR01) with IDR VWAP (IDR03), (ii) Other Transactions referencing MYR ABS (MYR01), they shall be amended to replace therein the reference to MYR ABS (MYR01), they shall be amended to replace therein the reference to MYR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01), they shall be amended to replace therein the reference to TOR ABS (MYR01) with MYR PPKM (MYR03) and further, in respect of the Valuation Date, to replace therein any reference to Business Day city(ies) with Kuala Lumpur, (iii) Other Transactions referencing THB ABS, they shall be amended to replace therein the reference to THB ABS with THB VWAP (THB01), and/or (iv) Other Transactions referencing ABS SGD/USD (SGD2) or SGD ABS, they shall be amended to replace therein the reference to ABS SGD/USD (SGD2) or SGD ABS with SGD VWAP (SGD3).