

MATRIX SUPPORT AGREEMENT

For EQUITY DERIVATIVE TRANSACTIONS

This Agreement (the “Matrix Support Agreement”) is dated as of [____] between [_____] (“Party A”) and [_____] (“Party B”).

The parties wish to facilitate the process of entering into and confirming certain types of equity derivative transactions and accordingly agree as follows:

1. Confirmation Process. The parties intend to enter into separate equity derivative transactions (each an “**ED Transaction**”) per the terms set out in the Relationship Supplement (a “**Relationship Supplement**”) and the Transaction Supplement (a “**Transaction Supplement**”) for such ED Transaction, in each case in the form published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”).

The confirmation applicable to an ED Transaction shall constitute a “Confirmation” for the purposes of, and will supplement, form a part of, and be subject to, the ISDA Master Agreement between Party A and Party B dated as of [●], as amended and supplemented from time to time (the “**Master Agreement**”). Each confirmation shall consist of the following parts:

- (a) this Matrix Support Agreement,
 - (b) the Relationship Supplement for the relevant ED Transaction,
 - (c) the Transaction Supplement for the relevant ED Transaction,
 - (d) and the form of Equity Matrix specified in such Relationship Supplement and such Transaction Supplement, which shall be deemed incorporated in the form published by ISDA and made a part of such confirmation.
2. Equity Matrix. An Equity Matrix (an “**Equity Matrix**”) shall consist of two parts:
 - (a) a General Terms Confirmation, which sets forth the terms generally applicable to the ED Transaction documented by such Equity Matrix (a “**General Terms Confirmation**”), and
 - (b) a Definitions and Terms Supplement, which sets forth the definitions and operative terms applicable to such Equity Matrix (a “**Definitions and Terms Supplement**”).
3. Hierarchy of Terms. If, in relation to an ED Transaction, there is any inconsistency in terms or definitions, the following will prevail for the purposes of such ED Transaction in the order of precedence indicated: (i) the relevant Transaction Supplement; (ii) the relevant Relationship Supplement; (iii) this Matrix Support Agreement; (iv) the relevant Equity Matrix; and (v) the Master Agreement.
4. Equity Definitions. The defined terms for an ED Transaction shall have the meanings provided in the Confirmation for such ED Transaction. By way of explanation, the terms defined in the Equity Matrix for an ED Transaction are sourced from the 2011 ISDA Equity Derivatives Definitions as published by ISDA and amended and restated from time to time

(the “**Equity Definitions**”). Each Confirmation however, defines the terms used therein and does not incorporate by reference the Equity Definitions or any terms therefrom.

5. Additional MSA Terms.

- (a) [MSA Calculation Agent. For the purposes of [name of Equity Matrix], “MSA Calculation Agent” means [●].]
- (b) [●]
- (c) [None.]

6. Miscellaneous.

- (a) Entire Agreement. This Matrix Support Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect specifically thereto.
- (b) Amendments. An amendment, modification or waiver in respect of this Matrix Support Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.
- (c) Counterparts. This Matrix Support Agreement and each Relationship Supplement and Transaction Supplement documented hereunder may be executed in counterparts, each of which will be deemed an original.
- (d) Headings. The headings used in this Matrix Support Agreement are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Matrix Support Agreement.
- (e) Governing Law; Jurisdiction. This Matrix Support Agreement and each ED Transaction confirmed by a Confirmation documented hereunder will be governed by and construed in accordance with the law specified in the Master Agreement and will be subject to the jurisdiction, service of process and waiver of immunities provisions of Section 13 of the Master Agreement.

IN WITNESS WHEREOF the parties have executed this document with effect from the date specified on the first page of this document.

[_____]

[_____]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: