CZECH BANKING ASSOCIATION

On the basis of standard documentation published by the European Banking Federation

MASTER AGREEMENT FOR FINANCIAL TRANSACTIONS

SUPPLEMENT TO THE DERIVATIVES ANNEX

COMMODITY TRANSACTIONS

Edition 2009

This Supplement complements the General Provisions and the Derivatives Annex which form part of a Master Agreement for Financial Transactions based on the form published by the CBA.

1. Purpose; Interpretation

(1) *Purpose.* The purpose of this Supplement ("Commodity Supplement") is to govern Commodity Transactions, which means a Commodity Forward, Commodity Swap, a Commodity Option, Commodity Cap, Commodity Collar, Commodity Floor or any other Transaction so agreed by the parties in respect of an individual Transaction or in the Special Provisions.

(2) *Interpretation.* This Supplement forms an integral part of the Derivatives Annex. The term "Annex" as used in Section 1(3) of the General Provisions should be construed as to include this Supplement. In the event of any conflict between different parts of the Derivatives Annex and this Supplement, this Supplement shall prevail.

(3) *Application of ISDA Commodity Definitions.* The ISDA Commodity Definitions shall apply to any Commodity Transactions as business customs (in Czech: *obchodní zvyklosti*) within the meaning of Section 1(2) and Section 264 of Act no. 513/1991 Coll., the Commercial Code, as amended. For the avoidance of doubt, the ISDA Commodity Definitions shall not be incorporated, in whole or in part, into the terms of Commodity Transactions as a Market Standard Documentation within the meaning of Section 2 of the Derivatives Annex, unless expressly stipulated in this Commodity Supplement or agreed by the parties otherwise.

2. Commodity Transactions

"**Commodity Forward**" means a Transaction in which one party as a Fixed Amount Payer agrees to purchase a specified Notional Quantity of a Commodity on an agreed Settlement Date or Payment Date at an agreed Fixed Price per Unit and the other party as a Floating Amount Payer agrees to pay a Floating Price per Unit for the same Notional Quantity of such Commodity to be set during (or in respect of) an agreed Calculation Period or in respect of an agreed Settlement Date or Payment Date.

"**Commodity Swap**" means a Transaction, to be set during (or in respect of) an agreed Calculation Period or in respect of an agreed Settlement Date or Payment Date, in which

(a) one party agrees to pay, once or periodically, Floating Amounts in a specified currency calculated on an agreed Notional Quantity of a Commodity and a specified Floating Price per Unit, and

(b) the other party agrees to pay, once or periodically, either:

(i) Fixed Amounts in the same currency calculated on the same Notional Quantity of such Commodity and a specified Fixed Price per the relevant Unit or

(ii) Floating Amounts in the same currency calculated on the same Notional Quantity of such Commodity and a different Floating Price per the relevant Unit.

"**Commodity Cap**" means a Transaction in which one party (the "Seller") agrees to pay to the other party (the "Buyer") against payment of an agreed premium, once or periodically, Floating Amounts in a specified currency calculated on a Notional Quantity based on the excess, if any, of a specified Commodity Reference Price over a specified cap price during (or in respect of) an agreed Calculation Period.

"**Commodity Floor**" means a Transaction in which one party as a Seller agrees to pay to the other party as a Buyer against payment of an agreed premium, once or periodically, Floating Amounts in a specified currency calculated on a Notional Quantity based on the excess, if any, of a specified floor price over a specified Commodity Reference Price during (or in respect of) an agreed Calculation Period.

"**Commodity Collar**" means a Transaction combining a Commodity Cap and a Commodity Floor, in which one party as the Seller of Commodity Collar is the Seller under

a Commodity Cap and simultaneously the Buyer under a Commodity Floor and the other party as the Buyer of Commodity Collar is the Buyer under the Commodity Cap and simultaneously the Seller under the Commodity Floor.

"**Commodity Option**" means an Option Transaction concerning a Commodity in which the Seller grants to the Buyer (in consideration for a Premium payment) the right to cause Seller to pay Buyer the Cash Settlement Amount, if any, in respect of that Transaction on a Settlement Date or any other contingent right or rights specified in the Section 1(1) of Options Supplement or related Confirmation.

3. Definitions

(1) General Definitions.

"**Commodity**" means the commodity or goods specified in the relevant Commodity Reference Price or in a Confirmation. Unless expressly agreed otherwise, the specified Commodity has the meaning defined in the ISDA Commodity Definitions.

"**Commodity Business Day**" means:

(a) in respect of a Transaction for which the Commodity Reference Price is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time; and

(b) in respect of a Transaction for which the Commodity Reference Price is not a price announced or published by an Exchange, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a price,

whereas the rules regarding Business Day convention set out in relation to Business Day in Section 3(6) of the General Provisions shall apply to Commodity Business Day similarly.

"**ISDA Commodity Definitions**" means the 2005 ISDA Commodity Definitions published by INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC., with its office at 360 Madison Avenue – 16th Floor, New York, N.Y. 10017, the United States of America. The 2005 ISDA Commodity Definitions include the Exhibits to the 2005 ISDA Commodity Definitions and the Annex to the 2005 ISDA Commodity Definitions. Copies of the 2005 ISDA Commodity Definitions are available at www.isda.org.

"**Unit**" means, in respect of a Transaction, the unit of measure of the relevant Commodity, as specified in the relevant Commodity Reference Price or Confirmation.

(2) Definitions relating to parties.

"**Fixed Amount Payer**" means, in respect of a Transaction, a party obligated to make payments from time to time in respect of the Transaction of amounts calculated by reference to a Fixed Price or to make one or more payments of a Fixed Amount.

"**Floating Amount Payer**" means, in respect of a Transaction, a party obligated to make payments from time to time in respect of the Transaction of amounts calculated by reference to a Commodity Reference Price or to make one or more payments of a Floating Amount.

(3) Definitions relating to Dates.

"**Expiration Date**" means, in respect of a Commodity Option, the date specified as such in the related Confirmation (or, if such date is not a Commodity Business Day, the next following Commodity Business Day), unless there occurs a Market Disruption Event on such date, in which case the Expiration Date shall be the first succeeding Commodity Business Day, unless on each of the eight Commodity Business Days immediately following the original date, there occurs a Market Disruption Event. In that case, that eighth Commodity Business Day shall be deemed to be the Expiration Date, notwithstanding the fact that there is a Market Disruption Event. Notwithstanding the foregoing, if a Commodity Option is exercised on a Commodity Business Day, that would have been an Expiration Date but for the occurrence of a Market Disruption Event, such Commodity Business Day shall be deemed to be the Expiration Date for the purpose of determining whether an Exercise Date has occurred during the Exercise Period.

"**Settlement Date**" or "**Payment Date**" means, subject to adjustments in accordance with Section 3(6) of the General Provisions, each date specified as such or otherwise predetermined in the relevant Confirmation.

(4) Definitions relating to Payments.

"**Calculation Period**" means, in respect of a Transaction and a party, each period from and including the first date specified as being included in that Calculation Period to and including the last date specified as being included in that Calculation Period (without reference to any Effective Date, Termination Date or Business Day convention according to Section 3(6) of the General Provisions, unless otherwise specified by the parties in the related Confirmation). Unless otherwise provided for a Transaction or a party, where the Fixed Amount or Floating Amount is calculated by reference to a Calculation Period, the Fixed Amount or Floating Amount applicable to a Settlement Date or Payment Date will be the Fixed Amount or Floating Amount calculated with reference to the Calculation Period ending closest in time to that Settlement Date or Payment Date.

"**Fixed Amount**" means, in respect of a Transaction and a Fixed Amount Payer, an amount that, subject to any other applicable provisions, is payable by that Fixed Amount Payer on an applicable Settlement Date or Payment Date and is specified in a Confirmation or is determined as provided in Section 3(5) of this Commodity Supplement or as provided in a Confirmation.

"**Floating Amount**" means, in respect of a Transaction, an amount that, subject to any other applicable provisions, is payable on an applicable Settlement Date or Payment Date and is determined by reference to a Commodity Reference Price as provided in Section 3(6) of this Commodity Supplement or pursuant to a method specified in a Confirmation.

"**Notional Quantity**" or "**Notional Quantity per Calculation Period**" means, in respect of a party, a Transaction or, if applicable, any Calculation Period for a Transaction, the quantity, expressed in Units, specified as such for that party, that Transaction or that Calculation Period.

"**Total Notional Quantity**" means, in respect of a Transaction or a party, the sum of the Notional Quantities

per Calculation Period for all the Calculation Periods in respect of that Transaction or that party.

(5) *Definitions relating to Fixed Amounts.*

Calculation of a Fixed Amount. The "Fixed Amount" payable by a party on a Settlement Date or Payment Date will be:

(a) if an amount is specified for the Transaction as the Fixed Amount payable by that party for that Settlement Date or Payment Date, such amount, or if a method of determining the Fixed Amount by that party for that Settlement Date or Payment Date is specified for the Transaction, then the amount determined by such method; or

(b) if that party is a Fixed Amount Payer and an amount or method is not specified for the Transaction as the Fixed Amount payable by that party for that Settlement Date or Payment Date, an amount calculated on a formula basis for that Settlement Date or Payment Date as follows:

Fixed Amount	=	Notional Quantity per Calculation Period	x	Fixed Price

"**Fixed Price**" means, for purposes of the calculation of a Fixed Amount payable by a party on the Settlement Date or Payment Date, a price, expressed as a price per relevant Unit, equal to the price specified as such for the Transaction or that party.

(6) *Definitions relating to Floating Amounts.*

Calculation of a Floating Amount. The "Floating Amount" payable on a Settlement Date or Payment Date will be an amount calculated on a formula basis for that Settlement Date or Payment Date as follows:

Floating Amount	=	Notional Quantity per Calculation Period	x	Floating Price

"**Floating Price**" means, in respect of any Settlement Date or Payment Date, a price, expressed as a price per relevant Unit, for the related Calculation Period equal to:

(i) if the Confirmation (or the agreement between the parties governing the Transaction) specifies a cap price or a floor price:

(A) if a cap price is specified, the excess, if any, of a price determined pursuant to subparagraph (ii) below over the cap price so specified; or

(B) if a floor price is specified, the excess, if any, of the floor price so specified over a price determined pursuant to subparagraph (ii) below; and

(ii) in all other cases and for purposes of subparagraphs (i)(A) and (i)(B) above:

(A) if a price is specified for the Transaction or that party to be the Floating Price applicable to the Calculation Period, the Floating Price so specified;

(B) if only one Pricing Date is established for the Transaction or that party during (or in respect of) the Calculation Period or in respect of the Settlement Date or Payment Date, the Relevant Price for that Pricing Date; or

(C) if more than one Pricing Date is established for the Transaction or that party during (or in respect of) the Calculation Period or in respect of the Settlement Date or Payment Date, the unweighted arithmetic mean (or such other method of averaging as is specified (the "**Method of Averaging**") of the Relevant Price for each of those Pricing Dates.

"**Pricing Date**" means each date specified as such for the Transaction, which date is a day in respect of which a Relevant Price is to be determined for purposes of determining the Floating Price. Unless otherwise provided, the Pricing Date will be in respect of: (i) a European Option, the Expiration Date; (ii) an American Option, the Exercise Date; (iii) an Asian Option, each Commodity Business Day during the Calculation Period; and (iv) a Bermuda Option; the Scheduled Exercise Dates and the Expiration Date (in each case subject to adjustments in accordance with Section 3(6) of the General Provisions. The foregoing notwithstanding, with respect to any Transaction that reference two or more Commodity Reference Prices and as to which "Common Pricing" has been selected as applicable in the Confirmation, no date will be a Pricing Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined on the Trade Date of the Transaction as of the time of execution of the Transaction.

"**Relevant Price**" means, for any Pricing Date, the price, expressed as a price per Unit, determined with respect to that day for the specified Commodity Reference Price.

(7) *Definitions relating to Commodity Prices.*

"**Commodity Reference Price**", in respect of a Transaction (other than a transaction the documentation of which does not use the terms "Commodity Reference Price", "Relevant Price" or any of the prices defined in Sub-Annex A of the Annex to the ISDA Commodity Definitions), has the meanings set forth in Section 7.2(c)(iv) of Sub-Annex A of the Annex to the ISDA Commodity Definitions. The parties acknowledge that the Annex to the ISDA Commodity Definitions may be amended from time to time by INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC. Unless otherwise specified in a Confirmation, the parties will be deemed to have agreed in respect to any Transactions (other than Transactions the documentation of which does not use the terms "Commodity Reference Price", "Relevant Price" or any of the prices defined in Sub-Annex A of the Annex to the ISDA Commodity Definitions), in accordance with Section 269(3) of Act no. 513/1991 Coll., the Commercial Code, as amended, that Section 7.2(c)(iv) of Sub-Annex A of the Annex to the ISDA Commodity Definitions refers to Sub-Annex A of the Annex to the ISDA Commodity Definitions as amended by INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC. through the Trade Date of a Transaction.

"**Price Source**" means, in respect of a Transaction, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price or Confirmation.

"**Specified Price**" means, in respect of a Transaction and a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Confirmation (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing (N) the spot price; or (O) any other price specified in the relevant Confirmation.

Correction of Published Prices. For purposes of determining the Relevant Price for any day, in the event that a price announced, displayed or published by the relevant Price Source and used by the Calculation Agent for determining a Relevant Price is subsequently corrected and the correction is published or announced within thirty calendar days after the original publication or announcement, the Calculation Agent shall notify the other party or, as the case may be, each party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction.

4. Deliveries and Payments

(1) Commodity Forward and Commodity Swap. On each agreed Settlement Date or Payment Date for the payment of a Floating Amount, the Floating Amount Payer shall pay the Floating Amount and on each Settlement Date or Payment Date for the payment of a Fixed Amount, the Fixed Amount Payer shall pay the Fixed Amount. The payment calculation shall be based on the Notional Quantity of the Commodity and shall be settled based on the difference between the agreed Fixed Amount and the Floating Amount in accordance with Section 3(4) of the General Provisions.

(2) Commodity Cap, Commodity Floor and Commodity Collar. On each agreed Settlement Date or Payment Date for the payment of a premium, the Buyer shall pay to the Seller the agreed premium, whereby on each agreed Settlement Date or Payment Date for the payment of a Floating Amount, the Seller shall pay to the Buyer the Floating Amount, if any.

(3) Commodity Option. The Buyer shall pay to the Seller the Premium on the dates determined in accordance with Section 3 of the Options Supplement. If the Commodity Option is exercised or deemed to be exercised, the Seller shall pay to the Buyer the Cash Settlement Amount, if such amount is a positive number, on the Settlement Date or Payment Date agreed as such between the parties or, failing such agreement, two Business Days following the Valuation Date.

(4) Cash Settlement Amount. Unless the parties otherwise specify, the "**Cash Settlement Amount**" in respect of a Commodity Option payable by a party on a Settlement Date will be:

(a) in respect of an Option Transaction other than an Option Transaction according to Section 1(1)(c) of the Options Supplement, an amount, if any, calculated on a formula basis for that Settlement Date as follows:

$$\text{Cash Settlement Amount} = \text{Notional Quantity} \times \text{Strike Price Differential}$$

(b) in respect of an Option Transaction according to Section 1(1)(c) of the Options Supplement, an amount in respect of an Underlying Transaction, if any, determined by a method specified in or pursuant to the relevant agreement or Confirmation.

(5) Strike Price Differential. "**Strike Price Differential**" means a price expressed as a price per Unit, equal to (i) if the Transaction is a Put, the excess, if a positive number, of (A) the Strike Price over (B) the Floating Price and (ii) if the Transaction is a Call, the excess, if a positive number, of (A) the Floating Price over (B) the Strike Price.

5. Market Disruption Events and Disruption Fallbacks

(1) Applicability of Market Disruption Events. A Market Disruption Event or an Additional Market Disruption Event is applicable to a Transaction if it is specified in the relevant agreement or Confirmation or if, pursuant to Section 5(3) of this Commodity Supplement, it is deemed to have been specified for that Transaction.

"**Market Disruption Event**" or "**Additional Market Disruption Event**" means an event that, if applicable to a Transaction, would give rise, in accordance with an applicable Disruption Fallback, to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price or the termination of the Transaction were the event to occur or exist on a day that is a Pricing Date for that Transaction (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source).

(2) Types of Market Disruption Events. For purposes of specifying that it is applicable to a Transaction (by using it in conjunction with the term "Market Disruption Event" or "Additional Market Disruption Event") and for purposes of Section 5(3) of this Commodity Supplement, each of following is a Market Disruption Event or Additional Market Disruption Event, as the case may be, with a meaning of each such event defined in Section 7.4(c) of the ISDA Commodity Definitions:

(i) "Price Source Disruption";

(ii) "Trading Disruption";

(iii) "Disappearance of Commodity Reference Price";

(iv) "Material Change in Formula";

(v) "Material Change in Content";

(vi) "Tax Disruption".

The parties may specify in the relevant agreement or Confirmation other Market Disruption Events or Additional Market Disruption Events that they agree will apply to a Transaction. Such an event should only be characterised as an Additional Market Disruption Event if it is intended that it will apply to the Transaction in addition to the events deemed to have been specified pursuant to Section 5(3)(i) of this Commodity Supplement. The term "Not Applicable" when specified in conjunction with the term "Market Disruption Event" means that the calculation of a Relevant Price will not be adjusted as a result of any Market Disruption Event (in which case there would also be no cause to specify any Additional Market Disruption Event).

(3) *Certain other Rules relating to Market Disruption Events.* Unless the parties otherwise provide in the relevant agreement or Confirmation:

(i) if the parties do not specify any Market Disruption Event (however entitled) in the relevant agreement or Confirmation, the following Market Disruption Events will be deemed to have been specified for a Transaction: (A) "Price Source Disruption"; (B) Trading Disruption"; (C) "Disappearance of Commodity Reference Price"; (D) "Material Change in Formula"; and (E) "Material Change in content"; provided, however, that the parties may designate in the agreement or Confirmation those Commodities for which Material Change in Formula or Material Change in Content does not apply;

(ii) if one or more Market Disruption Events are specified in the relevant agreement or Confirmation, then only the Market Disruption Events specified will apply to the Transaction;

(iii) if one or more Additional Market Disruption Events are specified in the relevant agreement or Confirmation, then each such Additional Market Disruption Event together with Market Disruption Events deemed to have been specified pursuant to Section 5(3)(i) or Section 5(3)(ii) of this Commodity Supplement, will apply to the Transaction; and

(iv) if an event would constitute both (A) a Market Disruption Event or an Additional Market Disruption Event and (B) a Change of Circumstance, such event will be deemed a Market Disruption Event or an Additional Market Disruption Event, as applicable (subject, however, to any specifically contrary or limiting provisions of the Master Agreement).

(4) *Role of Disruption Fallback.* If the Calculation Agent, after consultation with the other party, determined in good faith that a Market Disruption Event or an Additional Market Disruption Event applicable to a Transaction has occurred or exists in respect of that Transaction on a day that is a Pricing Day for that Transaction (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source), the Relevant Price for that Pricing Date will be determined in accordance with the first applicable Disruption Fallback (applied in accordance with its terms) that provides the parties with a Relevant Price or, if there is no such Relevant Price, the first applicable Disruption Fallback that provides for the termination of the Transaction.

(5) *Applicability of Disruption Fallbacks.* A Disruption Fallback is applicable to a Transaction if it is specified in the relevant agreement or Confirmation or if, pursuant to Section 5(7) of this Commodity Supplement, it is deemed to have been specified for that Transaction.

"**Disruption Fallback**" means a source or method that, if applicable to a Transaction, may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price or the termination of the Transaction when a Market Disruption Event or an Additional Market Disruption Event occurs or exists on a day that is a Pricing Date for that Transaction (or, if different the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source); provided, however, that the Disruption Fallback is not applicable to any Expiration Date.

(6) *Types of Disruption Fallbacks.* For purpose of specifying that it is applicable to a Transaction (by using it in conjunction with the term "Disruption Fallback") and for purposes of Section 5(7) of this Commodity Supplement, each of the following is a Disruption Fallback with a meaning of each such event defined in Section 7.5(c) of the ISDA Commodity Definitions:

(i) "Fallback Reference Dealers";

(ii) "Fallback Reference Price";

(iii) "Negotiated Fallback";

(iv) "No Fault Termination";

(v) "Postponement";

(vi) "Calculation Agent Determination";

(vii) "Delayed Publication or Announcement".

The parties may specify in the relevant agreement or Confirmation other Disruption Fallbacks that they agree will apply to a Transaction.

"**Maximum Days of Disruption**" means, in respect of Transaction, the number of Commodity Business Days specified as such in the relevant agreement or Confirmation and, if no such number is so specified, five Commodity Business Days.

(7) *Certain other Rules relating to Disruption Fallbacks.* Unless the parties otherwise provide in the relevant agreement or Confirmation:

(i) if the parties do not specify any Disruption Fallback (however entitled) in the relevant agreement or Confirmation, the following Disruption Fallbacks will be deemed to have been specified (in the following order) for a Transaction: (A) "Fallback Reference Price" (if the parties have specified an alternate Commodity Reference Price); (B) "Delayed Publication or Announcement" and "Postponement" (each to operate concurrently with the other and each subject to two Commodity Business Days as the applicable Maximum Days of Disruption; provided, however, that the price determined by Postponement shall be the Relevant Price only if Delayed Publication or Announcement does not yield a Relevant Price within the Maximum Days of Disruption); (C) "Fallback Reference Dealers" (to be deemed to have expired without producing the Relevant Price, if an adequate number of quotations are not provided within three Business Days after "Negotiated Fallback" ceases its concurrent operation pursuant to subparagraph (iii)(B) below); and (D) "No Fault Termination";

(ii) if Section 5(7)(i) of this Commodity Supplement applies, "Negotiated Fallback" will be deemed to have been specified for a Transaction to operate concurrently with both "Delayed Publication or Announcement" and "Postponement"; provided, however, that (A) if a Relevant Price is determined through either

"Delayed Publication or Announcement" or "Postponement" before the parties agree on a Relevant Price (or a method for determining a Relevant Price) by negotiation, then the Relevant Price determined through "Delayed Publication or Announcement" or "Postponement" shall apply and "Negotiated Fallback" shall cease to operate as a Disruption Fallback; and, further provided, that (B) if a Relevant Price (or method for determining a Relevant Price) has not been determined or agreed on by the conclusion of the first Business Day following the expiry of the Maximum Days of Disruption applicable pursuant to Section 5(7)(i)(B) of this Commodity Supplement, then "Negotiated Fallback" shall cease to operate as a Disruption Fallback and the next applicable Disruption Fallback shall apply to the Transaction; and

(iii) if one or more Disruption Fallbacks are specified in the relevant agreement or Confirmation, then only the Disruption Fallbacks specified will apply to the Transaction (in the order so specified); provided that if either or both "Postponement" or "Delayed Publication and Announcement" is or are specified and "Negotiated Fallback" is neither specified nor expressly deselected, then "Negotiated Fallback" will be de deemed to have been specified for a Transaction, to operate concurrently with "Delayed Publication or Announcement" and "Postponement" (to the extent either or both is or are specified and whether specified to operate separately or simultaneously); further provided, however, that (A) if a Relevant Price is determined through either "Delayed Publication or Announcement" or "Postponement" before the parties agree on a Relevant Price (or a method for determining a Relevant Price) by negotiation, then the Relevant Price determined through "Delayed Publication or Announcement" or "Postponement" shall apply and "Negotiated Fallback" shall cease to operate as a Disruption Fallback; or (B) if a Relevant Price (or method for determining a Relevant Price) has not been determined or agreed on by the conclusion of the first Business Day following the expiry of the Maximum Days of Disruption applicable to "Postponement" or "Delayed Publication and Announcement", as relevant, or both, of specified to operate simultaneously or serially, then "Negotiated Fallback" shall cease its concurrent operation with the expired Disruption Fallback or Disruption Fallbacks and the next applicable Disruption Fallback shall apply to the Transaction.

(8) *Role of "No Fault Termination".* If a Market Disruption Event or an Additional Market Disruption Event occurs or exists on a day that would otherwise be a Pricing Date for the Transaction (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source) and none of the applicable Disruption Fallbacks provides the parties with a Relevant Price, the Transaction will terminate in accordance with "No Fault Termination".

6. Rounding

For purposes of any calculations of currency amount referred to in this Commodity Supplement (unless otherwise specified), in respect of a Transaction, all Fixed Amounts, Floating Amounts and Cash Settlement Amounts resulting from such calculations will be rounded to the nearest unit of such currency (with halves being rounded up); provided that this Section 6 will apply to Fixed Amounts, Floating Amounts and Cash Settlement Amounts only. For these purposes, "unit" means the lowest amount of such currency which is available as legal tender in the country of such currency.

7. Provisions applicable to Option Transactions

Unless otherwise defined in this Commodity Supplement, any term relating to Option Transactions is to be construed in accordance with the applicable Options Supplement published by the CBA, taking into account that only Option Transactions to which "Cash Settlement" applies are to be executed according to this Commodity Supplement, unless the parties agree otherwise.

Suggested Form of Confirmation of a Commodity Forward

To:
From:
Date:

We refer to our telephone conversation and hereby confirm our agreement to enter into a Commodity Forward Transaction [which shall be subject to the CBA Master Agreement for Financial Transactions between us, dated ….. (the "Agreement"). Terms defined in the Agreement have the same meaning in this Confirmation]. The terms of the Transaction are as follows:

General Terms:

Reference Number:	[]
Trade Date:	[]
Effective Date:	[]
Termination Date:	[]

Party A [Company name, ID, registered office]:

Party B [Company name, ID, registered office]:

Commodity:	[A/B][1]
[Total Notional Quantity:	[Amount in numerals] [Units of Commodity]]
[Notional Quantity per Calculation Period:	[Amount in numerals] [Units of Commodity]][2]
[Calculation Period(s):	[]
[Settlement] [Payment] Date(s):	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Busi

Fixed Amount Details:

Fixed Amount Payer:	Party [A/B]
Fixed Price:	[currency][amount in numerals][per Units of Commodity]

Floating Amount Details:

Floating Amount Payer:	Party [B/A]
[Floating Price:	[]]
Commodity Reference Price:	[]4
[Unit:	[]
Price Source:	[]
Currency:	[]]5
Specified Price:	[Specify whether the price will be the bid price, the ask price, the average of the high and low prices, the morning fixing, etc.; if appropriate, indicate the time as of which the price is to be determined]
Pricing Date(s)	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention]
[Method of Averaging:	[]]6

[1] The parties may specify more than one Commodity for a Transaction with more than one Floating Amount Payer.
[2] The parties may specify a different Notional Quantity per Calculation Period for each party. In addition, the parties may specify a different Notional Quantity (or a formula for determining that Notional Quantity) for each Calculation Period.
[3] If it is contemplated that the Payment Dates for (i) the Fixed Amount Payer and the Floating Amount Payer or (ii) the Floating Amount Payer and the Floating Amount Payer, as applicable, will not match, include such dates for the parties in (i) the Fixed Amount Details and the Floating Amount Details sections or in (ii) each of the Floating Amount Details sections of the Confirmation rather than at this point in the Confirmation.
[4] The parties may either: (i) specify one of the Commodity Reference Prices defined in the ISDA Commodity Definitions; or (ii) create a Commodity Reference Price by specifying a Commodity, a Unit, a Price Source and a Currency under the Commodity Reference Price Framework in the ISDA Commodity Definitions.
[5] Delete if a Commodity Reference Price, which is already defined in the ISDA Commodity Definitions, is specified above.
[6] The parties may specify a Method of Averaging where more than one Pricing Date is specified above as being applicable to a Calculation Period or a Payment Date. If not specified, unweighted arithmetic mean shall apply in accordance with Section 3(6) of the Commodity Supplement.

[Currency Conversion Provision: []][7]

[Market Disruption:]

[Market Disruption Event(s):	[Not Applicable] [ ][8]
[Additional Market Disruption Event(s):	[]]
[Disruption Fallback(s):	[]][9]
[Fallback Reference Price:	[]][10]
[Maximum Days of Disruption:	[]][11]

Account of Party A:

Account of Party B:

[Agency:] [The Transaction is an Agency Transaction. [Name of Agent] is acting as agent for [name or identifier of Principal]]

[**Additional provisions:**]

Please confirm that the foregoing correctly sets forth the terms of our agreement by countersigning this Confirmation and returning it to [ ] or by sending us a confirmation substantially similar to this Confirmation, which confirmation sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

[Signature] [Signature of counterparty]

[7] Include a Currency Conversion Provision for a Transaction with a Commodity Reference Price that is published in a currency other than in the agreed currency of payment.

[8] Parties wishing to agree to Market Disruption Events may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement. Parties may also indicate the inapplicability of Market Disruption Events.

[9] Parties wishing to agree to Disruption Fallbacks may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement.

[10] The parties should specify an alternate Commodity Reference Price if they are relying on the Disruption Fallbacks set forth in Section 5(7)(i) of the Commodity Supplement or if they have otherwise specified "Fallback Reference Price" as applicable.

[11] Parties selecting Disruption Fallbacks should specify the Maximum Days of Disruption, unless they wish 5 Commodity Business Days to apply pursuant to Section 5(6) of the Commodity Supplement. Parties relying on Section 5(7)(i) of the Commodity Supplement will be subject to 2 Commodity Business Days, as set forth in that Section, unless they choose to affirmatively overcome that provision.

Suggested Form of Confirmation of a Commodity Swap

To:
From:
Date:

We refer to our telephone conversation and hereby confirm our agreement to enter into a Commodity Swap Transaction [which shall be subject to the CBA Master Agreement for Financial Transactions between us, dated …. (the "Agreement"). Terms defined in the Agreement have the same meaning in this Confirmation]. The terms of the Transaction are as follows:

General Terms:

Reference Number:	[]
Trade Date:	[]
Effective Date:	[]
Termination Date:	[]

Party A [Company name, ID, registered office]:

Party B [Company name, ID, registered office]:

Commodity / Commodities:	[A/B][12]
[Total Notional Quantity:	[Amount in numerals] [Units of Commodity]]
[Notional Quantity per Calculation Period:	[Amount in numerals] [Units of Commodity]][13]
[Calculation Period(s):	[]
[Settlement] [Payment] Date(s):	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention][14]
[Common Pricing:	[Applicable]][15]

Fixed Amount Details:

Fixed Amount Payer:	Party [A/B]
Fixed [Amount/Price]:	[currency][amount in numerals][per Units of Commodity]

Floating Amount Details [I]:[16]

Floating Amount Payer:	Party [B/A]
[Applicable spread:	[+/-] [%] [[currency] [amount in numerals]]][17]
[Floating Price:	[]]
Commodity Reference Price:	[]][18]
[Unit:	[]
Price Source:	[]
Currency:	[]][19]
Specified Price:	[Specify whether the price will be the bid price, the ask price, the average of the high and low prices, the morning fixing, etc.; if appropriate, indicate the time as of which the price is to be determined]

[12] The parties may specify more than one Commodity for a Transaction with more than one Floating Amount Payer.
[13] The parties may specify a different Notional Quantity per Calculation Period for each party. In addition, the parties may specify a different Notional Quantity (or a formula for determining that Notional Quantity) for each Calculation Period.
[14] If it is contemplated that the Payment Dates for (i) the Fixed Amount Payer and the Floating Amount Payer or (ii) the Floating Amount Payer and the Floating Amount Payer, as applicable, will not match, include such dates for the parties in (i) the Fixed Amount Details and the Floating Amount Details sections or in (ii) each of the Floating Amount Details sections of the Confirmation rather than at this point in the Confirmation.
[15] Common Pricing may be relevant for a Transaction that references more than one Commodity Reference Price. If Common Pricing is not specified as Applicable, it will be deemed not to apply.
[16] Indicate "I" if more than one Floating Amount Payer and include below the Floating Amount Details for the second Floating Amount Payer.
[17] Parties may choose to specify the applicable spread, which may be expressed as a percentage, in currency units or as otherwise agreed by the parties.
[18] The parties may either: (i) specify one of the Commodity Reference Prices; or (ii) create a Commodity Reference Price by specifying a Commodity, a Unit, a Price Source and a Currency under the Commodity Reference Price Framework in the ISDA Commodity Definitions.
[19] Delete if a Commodity Reference Price, which is already defined in the ISDA Commodity Definitions, is specified above.

Pricing Date(s)	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention]
[Method of Averaging:	[]][20]
[Currency Conversion Provision:	[]][21]
[**Floating Amount Details II:**	[]][22]

[Market Disruption:]

[Market Disruption Event(s):	[Not Applicable] [ ]][23]
[Additional Market Disruption Event(s):	[]]
[Disruption Fallback(s):	[]][24]
[Fallback Reference Price:	[]][25]
[Maximum Days of Disruption:	[]][26]

Account of Party A:

Account of Party B:

[Agency:] [The Transaction is an Agency Transaction. [Name of Agent] is acting as agent for [name or identifier of Principal]]

[**Additional provisions:**]

Please confirm that the foregoing correctly sets forth the terms of our agreement by countersigning this Confirmation and returning it to [ ] or by sending us a confirmation substantially similar to this Confirmation, which confirmation sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

[Signature] [Signature of counterparty]

[20] The parties may specify a Method of Averaging where more than one Pricing Date is specified above as being applicable to a Calculation Period or a Payment Date. If not specified, unweighted arithmetic mean shall apply in accordance with Section 3(6) of the Commodity Supplement.

[21] Include a Currency Conversion Provision for a Transaction with a Commodity Reference Price that is published in a currency other than in the agreed currency of payment.

[22] The parties may state full Floating Amount details here for the second Floating Amount Payer, if applicable.

[23] Parties wishing to agree to Market Disruption Events may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement. Parties may also indicate the inapplicability of Market Disruption Events.

[24] Parties wishing to agree to Disruption Fallbacks may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement.

[25] The parties should specify an alternate Commodity Reference Price if they are relying on the Disruption Fallbacks set forth in Section 5(7)(i) of the Commodity Supplement or if they have otherwise specified "Fallback Reference Price" as applicable.

[26] Parties selecting Disruption Fallbacks should specify the Maximum Days of Disruption, unless they wish 5 Commodity Business Days to apply pursuant to Section 5(6) of the Commodity Supplement. Parties relying on Section 5(7)(i) of the Commodity Supplement will be subject to 2 Commodity Business Days, as set forth in that Section, unless they choose to affirmatively overcome that provision.

Suggested Form of Confirmation of a Commodity Option

To:
From:
Date:

We refer to our telephone conversation and hereby confirm our agreement to enter into a Commodity Option Transaction [which shall be subject to the CBA Master Agreement for Financial Transactions between us, dated ….. (the "Agreement"). Terms defined in the Agreement have the same meaning in this Confirmation]. The terms of the Transaction are as follows:

General Terms:

Reference Number:	[]
Trade Date:	[]
Commencement Date:	[]
Party A [Company name, ID, registered office]:	
Party B [Company name, ID, registered office]:	
Seller:	Party [A/B]
Buyer:	Party [B/A]
Commodity:	[]
[Notional Quantity:	[Amount in numerals] [Units of Commodity]][27]
[Total Notional Quantity:	[Amount in numerals] [Units of Commodity]]
[Notional Quantity per Calculation Period:	[Amount in numerals] [Units of Commodity]][28]
Option Style:	[American][European][Bermuda][Asian][29]
Option Type:	[Put][Call]
[Floating Price:	[]]
Commodity Reference Price:	[]][30]
[Unit:	[]
Price Source:	[]
Currency:	[]][31]
[Common Pricing:	[Applicable]][32]
Specified Price:	[Specify whether the price will be the bid price, the ask price, the average of the high and low prices, the morning fixing, etc.; if appropriate, indicate the time as of which the price is to be determined]
Pricing Date(s):	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention]
[Method of Averaging:	[]][33]
[Currency Conversion Provision:	[]][34]
Strike Price per Unit:	[]
Premium:	[]

[27] The parties may agree a different Notional Quantity for each party.
[28] The parties may specify a different Notional Quantity for each party. In relation to an Asian Option, the parties may specify a different Notional Quantity (or a formula for determining that Notional Quantity) for each Calculation Period.
[29] If an Asian style Option, the parties should specify the Calculation Period or, in relation to more Settlement Dates, more Calculation Periods.
[30] The parties may either: (i) specify one of the Commodity Reference Prices; or (ii) create a Commodity Reference Price by specifying a Commodity, a Unit, a Price Source and a Currency under the Commodity Reference Price Framework in the ISDA Commodity Definitions.
[31] Delete if a Commodity Reference Price, which is already defined in the ISDA Commodity Definitions, is specified above.
[32] Common Pricing may be relevant for a Transaction that references more than one Commodity Reference Price. If Common Pricing is not specified as Applicable, it will be deemed not to apply.
[33] The parties may specify a Method of Averaging where more than one Pricing Date is specified above as being applicable to a Calculation Period or a Payment Date. If not specified, unweighted arithmetic mean shall apply in accordance with Section 3(6) of the Commodity Supplement. In the case of an Asian style Option, unweighted arithmetic mean will apply if no other method is specified.
[34] Include a Currency Conversion Provision for a Transaction with a Commodity Reference Price that is published in a currency other than in the agreed currency of payment.

Premium Payment Date(s): [][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention][35]

Procedure for Exercise:

Exercise Period: [From and including _____ to and including _____][36] between ___ a.m. and ___ p.m. (local time in).

[Scheduled Exercise Date(s): []][37]

Expiration Date: [][38]

Expiration Time: []

[Automatic Exercise: [Applicable]][39]

[Knock-in Event: []]

[Knock-out Event: []]

[Partial Exercise: [Applicable]][40]

[Minimum Exercise Quantity: []

Integral Multiple: [][41]

[Multiple Exercise: [Applicable]][42]

[Minimum Exercise Quantity: []

Maximum Exercise Quantity []

Integral Multiple: [][43]

[Market Disruption:]

[Market Disruption Event(s): [Not Applicable] [ ]][44]

[Additional Market Disruption Event(s): []]

[Disruption Fallback(s): [][45]

[Fallback Reference Price: [][46]

[Maximum Days of Disruption: [][47]

[Calculation Agent: []]

[Cash Settlement Method: []]

Settlement Date(s): [][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention]

Account of Party A:

Account of Party B:

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[35] If parties do not specify Commodity Business Day convention for Premium Payment Dates, it is subject to the "Following" Commodity Business Day convention in accordance with Section 3(1) of the Commodity Supplement and Section 3(6) of the General Provisions.
[36] Include if American style Option.
[37] Include if Bermuda style Option.
[38] Insert if the Commodity Option is exercisable only on the Expiration Date.
[39] If Automatic Exercise is not specified as Applicable, it will be deemed not to apply.
[40] If Partial Exercise is not specified as Applicable, it will be deemed not to apply.
[41] Applicable only if the Partial Exercise applies.
[42] Applicable only in respect to American style Option or Bermuda style Option. If Multiple Exercise is not specified as Applicable, it will be deemed not to apply.
[43] Applicable only if the Multiple Exercise applies.
[44] Parties wishing to agree to Market Disruption Events may do so or may rely on the standard provisions of Section 5(3)(i) of the Commodity Supplement. Parties may also indicate the inapplicability of Market Disruption Events.
[45] Parties wishing to agree to Disruption Fallbacks may do so or may rely on the standard fallback approach of Section 5(7)(i) of the Commodity Supplement.
[46] The parties should specify an alternate Commodity Reference Price if they are relying on the Disruption Fallbacks set forth in Section 5(7)(i) of the Commodity Supplement or if they have otherwise specified "Fallback Reference Price" as applicable.
[47] Parties selecting Disruption Fallbacks should specify the Maximum Days of Disruption, unless they wish 5 Commodity Business Days to apply pursuant to Section 5(6) of the Commodity Supplement. Parties relying on Section 5(7)(i) of the Commodity Supplement will be subject to 2 Commodity Business Days, as set forth in that Section, unless they choose to affirmatively overcome that provision.

[Agency:] [The Transaction is an Agency Transaction. [Name of Agent] is acting as agent for [name or identifier of Principal]]

[**Additional provisions:**]

Please confirm that the foregoing correctly sets forth the terms of our agreement by countersigning this Confirmation and returning it to [ ] or by sending us a confirmation substantially similar to this Confirmation, which confirmation sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

[Signature] [Signature of counterparty]

Suggested Form of Confirmation of a Commodity Cap, Floor or Collar

To:
From:
Date:

We refer to our telephone conversation and hereby confirm our agreement to enter into a Commodity [Cap / Floor / Collar] Transaction [which shall be subject to the CBA Master Agreement for Financial Transactions between us, dated ….. (the "Agreement"). Terms defined in the Agreement have the same meaning in this Confirmation]. The terms of the Transaction are as follows:

General Terms:

Reference Number:	[]
Trade Date:	[]
Effective Date:	[]
Termination Date:	[]

Party A [Company name, ID, registered office]:

Party B [Company name, ID, registered office]:

Seller:	Party [A/B]
Buyer:	Party [B/A]
Commodity: []	
[Total Notional Quantity:	[Amount in numerals] [Units of Commodity]]
[Notional Quantity per Calculation Period:	[Amount in numerals] [Units of Commodity]][48]
[Calculation Period(s):	[]]
[Settlement] [Payment] Date(s):	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention][49]
[Common Pricing:	[Applicable]][50]

Premium Details:[51]

Premium:	[[Premium per Unit:]]
Premium Payment Date(s):	[]

Floating Amount Details:

[Cap/Floor] Price:	[]
[Floating Price:	[]]
Commodity Reference Price:	[]][52]
[Unit: []	
Price Source: []	
Currency: []][53]	

[48] The parties may specify a different Notional Quantity per Calculation Period for each party. In addition, the parties may specify a different Notional Quantity (or a formula for determining that Notional Quantity) for each Calculation Period.
[49] If it is contemplated that the Payment Dates for (i) the Fixed Amount Payer and the Floating Amount Payer or (ii) the Floating Amount Payer and the Floating Amount Payer, as applicable, will not match, include such dates for the parties in (i) the Fixed Amount Details and the Floating Amount Details sections or in (ii) each of the Floating Amount Details sections of the Confirmation rather than at this point in the Confirmation.
[50] Common Pricing may be relevant for a Transaction that references more than one Commodity Reference Price. If Common Pricing is not specified as Applicable, it will be deemed not to apply.
[51] For a collar transaction there would be in certain instances no Premium Details. Instead, one party would pay a Floating Amount based on a cap price and the other party would pay a Floating Amount based on a floor price. Separate Floating Amount Details would need to be included for each party.
[52] The parties may either: (i) specify one of the Commodity Reference Prices; or (ii) create a Commodity Reference Price by specifying a Commodity, a Unit, a Price Source and a Currency under the Commodity Reference Price Framework in the ISDA Commodity Definitions.
[53] Delete if a Commodity Reference Price, which is already defined in the ISDA Commodity Definitions, is specified above.

Specified Price:	[Specify whether the price will be the bid price, the ask price, the average of the high and low prices, the morning fixing, etc.; if appropriate, indicate the time as of which the price is to be determined]
Pricing Date(s)	[][, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Commodity Business Day convention]
[Method of Averaging:	[]][54]
[Currency Conversion Provision:	[]][55]

[Market Disruption:]

[Market Disruption Event(s):	[Not Applicable] [ ]][56]
[Additional Market Disruption Event(s):	[]]
[Disruption Fallback(s):	[]][57]
[Fallback Reference Price:	[]][58]
[Maximum Days of Disruption:	[]][59]

Account of Party A:

Account of Party B:

[Agency:]	[The Transaction is an Agency Transaction. [Name of Agent] is acting as agent for [name or identifier of Principal]]

[**Additional provisions:**]

Please confirm that the foregoing correctly sets forth the terms of our agreement by countersigning this Confirmation and returning it to [ ] or by sending us a confirmation substantially similar to this Confirmation, which confirmation sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Yours sincerely,

[Signature]	[Signature of counterparty]

[54] The parties may specify a Method of Averaging where more than one Pricing Date is specified above as being applicable to a Calculation Period or a Payment Date. If not specified, unweighted arithmetic mean shall apply in accordance with Section 3(6) of the Commodity Supplement.

[55] Include a Currency Conversion Provision for a Transaction with a Commodity Reference Price that is published in a currency other than in the agreed currency of payment.

[56] Parties wishing to agree to Market Disruption Events may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement. Parties may also indicate the inapplicability of Market Disruption Events.

[57] Parties wishing to agree to Disruption Fallbacks may do so or may rely on the standard fallback approach of Section 5 of the Commodity Supplement.

[58] The parties should specify an alternate Commodity Reference Price if they are relying on the Disruption Fallbacks set forth in Section 5(7)(i) of the Commodity Supplement or if they have otherwise specified "Fallback Reference Price" as applicable.

[59] Parties selecting Disruption Fallbacks should specify the Maximum Days of Disruption, unless they wish 5 Commodity Business Days to apply pursuant to Section 5(6) of the Commodity Supplement. Parties relying on Section 5(7)(i) of the Commodity Supplement will be subject to 2 Commodity Business Days, as set forth in that Section, unless they choose to affirmatively overcome that provision.