**ISDA**®

International Swaps and Derivatives Association, Inc.

**SCHEDULE**

**to the**

**2002 Master Agreement**

dated as of

between and

(“Party A”) (“Party B”)

|  |  |  |
| --- | --- | --- |
| [*established as a* *[COUNTERPARTY TYPE]*]  [*with company number [NUMBER]*]  [*under the laws of* *[JURISDICTION]*]  [*acting through its [BRANCH]*][[1]](#footnote-1)\* |  | [*established as a* *[COUNTERPARTY TYPE]*]  [*with company number [NUMBER]*]  [*under the laws of* *[JURISDICTION]*]  [*acting through its [BRANCH]*]\* |

Part 1. **Termination Provisions.**

(a) ***“Specified Entity”*** means in relation to Party A for the purpose of:―

Section 5(a)(v),

Section 5(a)(vi),

Section 5(a)(vii),

Section 5(b)(v),

and in relation to Party B for the purpose of:―

Section 5(a)(v),

Section 5(a)(vi),

Section 5(a)(vii),

Section 5(b)(v),

(b) ***“Specified Transaction”*** [will have the meaning specified in Section 14 of this Agreement.][means

][[2]](#footnote-2)\*

(c) The ***“Cross-Default”*** provisions of Section 5(a)(vi) [will][will not]\* apply to Party A

[will][will not]\* apply to Party B

[***“Specified Indebtedness”*** [will have the meaning specified in Section 14 of this Agreement.][means

]\*

***“Threshold Amount”*** means

][[3]](#footnote-3)\*\*

(d) The ***“Credit Event Upon Merger”*** provisions of Section 5(b)(v) [will][will not]\* apply to Party A

[will][will not]\* apply to Party B

(e) The ***“Automatic Early Termination”*** provision of Section 6(a) [will][will not]\* apply to Party A

[will][will not]\* apply to Party B

(f) ***“Termination Currency”*** [will have the meaning specified in Section 14 of this Agreement.][means

]\*

(g) ***Additional Termination Event*** [will][will not]\* apply. [The following will constitute an Additional Termination Event:―

For the purpose of the foregoing Termination Event, the Affected Party or Affected Parties will be:―

][[4]](#footnote-4)\*\*\*

Part 2. **Tax Representations.**[[5]](#footnote-5)\*\*\*\*

(a) ***Payer Representations.***  For the purpose of Section 3(e) of this Agreement[, Party A and Party B do not make any representations.][:―

[[(i)] [Party A] [and] [Party B] [each] make[s] the following representation:―

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.]\*

[[(ii)] [Party A] [and] [Party B] [each] make[s] the following representation[s]:―

]][[6]](#footnote-6)\*

(b) ***Payee Representations.***  For the purpose of Section 3(f) of this Agreement[, Party A and Party B do not make any representations.][:―

[[(i)] [Party A] [and] [Party B] [each] make[s] the following representation:―

It is fully eligible for the benefits of the “Business Profits” or “Industrial and Commercial Profits” provision, as the case may be, the “interest” provision or the “Other Income” provision, if any, of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

***“Specified Treaty”*** means with respect to Party A

***“Specified Jurisdiction”*** means with respect to Party A

***“Specified Treaty”*** means with respect to Party B

***“Specified Jurisdiction”*** means with respect to Party B ]\*

[[(ii)] [Party A] [and] [Party B] [each] make[s] the following representation:―

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in the Specified Jurisdiction.

***“Specified Jurisdiction”*** means with respect to Party A

***“Specified Jurisdiction”*** means with respect to Party B ]\*

[[(iii)] [Party A] [and] [Party B] [each] make[s] the following representation:―

It is a “U.S. person” (as that term is used in section 1.1441-4(a)(3)(ii) of United States Treasury Regulations) for United States federal income tax purposes.]\*

[[(iv)] [Party A] [and] [Party B] [each] make[s] the following representation:―

It is a “non-U.S. branch of a foreign person” (as that term is used in section 1.1441-4(a)(3)(ii) of United States Treasury Regulations) for United States federal income tax purposes.]\*

[[(v)] [Party A] [and] [Party B] [each] make[s] the following representation:―

With respect to payments made to an address outside the United States or made by a transfer of funds to an account outside the United States, it is a “non-U.S. branch of a foreign person” (as that term is used in section 1.1441-4(a)(3)(ii) of United States Treasury Regulations) for United States federal income tax purposes.]\*

[[(vi)] [Party A] [and] [Party B] [each] make[s] the following representation:―

It is a “foreign person” (as that term is used in section 1.6041-4(a)(4) of United States Treasury Regulations) for United States federal income tax purposes.]\*

[[(vii)] [Party A] [and] [Party B] [each] make[s] the following representation[s]:―

]][[7]](#footnote-7)\*

Part 3. **Agreement to Deliver Documents.**

For the purpose of Sections 4(a)(i) and 4(a)(ii) of this Agreement, each party agrees to deliver the following documents, as applicable:―

(a) Tax forms, documents or certificates to be delivered are[: none][:―

|  |  |  |
| --- | --- | --- |
| **Party required to deliver document** | **Form/Document/**  **Certificate** | **Date by which**  **to be delivered** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | ]\* |

(b) Other documents to be delivered are[: none][:―

|  |  |  |  |
| --- | --- | --- | --- |
| **Party required to deliver document** | **Form/Document/**  **Certificate** | **Date by which**  **to be delivered** | **Covered by Section 3(d) Representation** |
|  |  |  |  |
|  |  |  | [Yes][No] |
|  |  |  | [Yes][No] |
|  |  |  | [Yes][No] |
|  |  |  | [Yes][No] |
|  |  |  | [Yes][No]][[8]](#footnote-8)\* |

Part 4. **Miscellaneous.**

(a) ***Addresses for Notices.***  For the purpose of Section 12(a) of this Agreement:―

Address for notices or communications to Party A:―

Address:

Attention:

Telex No.: Answerback:

Facsimile No.: Telephone No.:

E-mail:

Electronic Messaging System Details:

Specific Instructions:

Address for notices or communications to Party B:―

Address:

Attention:

Telex No.: Answerback:

Facsimile No.: Telephone No.:

E-mail:

Electronic Messaging System Details:

Specific Instructions:

(b) ***Process Agent.***  For the purpose of Section 13(c) of this Agreement:―

Party A appoints as its Process Agent: [not applicable][ ]\*

Party B appoints as its Process Agent: [not applicable][ ]\*

(c) ***Offices.***  The provisions of Section 10(a) [will][will not][[9]](#footnote-9)\* apply to this Agreement.

(d) ***Multibranch Party.***  For the purpose of Section 10(b) of this Agreement:―

Party A [is not a Multibranch Party.][is a Multibranch Party and may enter into a Transaction through any of the following Offices:―

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  | ]\* |

Party B [is not a Multibranch Party.][is a Multibranch Party and may enter into a Transaction through any of the following Offices:―

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  | ]\* |

[(e) ***Calculation Agent.***  The Calculation Agent is , unless otherwise specified in a Confirmation in relation to the relevant Transaction.][[10]](#footnote-10)\*\*

[(f)] ***Credit Support Document.***  Details of any Credit Support Document:― [none][

]\*

[(g)] ***Credit Support Provider.***  Credit Support Provider means in relation to Party A, [none][

]\*

Credit Support Provider means in relation to Party B, [none][

]\*

[(h)] ***Governing Law.***  This Agreement will be governed by and construed in accordance with [English law][the laws of the State of New York (without reference to choice of law doctrine)]\*.

[(i)] ***Netting of Payments.***  “Multiple Transaction Payment Netting” [will not apply for the purpose of Section 2(c) of this Agreement.][will apply for the purpose of Section 2(c) of this Agreement to [all Transactions][the following Transactions or groups of Transactions:―

]

(in each case starting from [the date of this Agreement][ ])]\*

[(j)] ***“Affiliate”*** [will have the meaning specified in Section 14 of this Agreement.][means

]\*

[(k)] ***Absence of Litigation.*** For the purpose of Section 3(c):―

***“Specified Entity”*** means in relation to Party A,

***“Specified Entity”*** means in relation to Party B,

[(l)] ***No Agency.***  The provisions of Section 3(g) [will][will not]\* apply to this Agreement.

[(m)] ***Additional Representation*** [will][will not]\* apply. [For the purpose of Section 3 of this Agreement, the following will constitute an Additional Representation:―

[[(i)]***Relationship Between Parties.***  Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):―

[(1)] *Non-Reliance.*It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

[(2)] *Assessment and Understanding.*It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

[(3)] *Status of Parties.*  The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.]]\*

[[(n)] ***Recording of Conversations.***  Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.][[11]](#footnote-11)\*\*

Part 5. **Other Provisions.**

|  |  |
| --- | --- |
|  |  |
| (Name of Party) | (Name of Party) |

|  |  |
| --- | --- |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

1. \* Include if applicable. [↑](#footnote-ref-1)
2. \* Delete as applicable. [↑](#footnote-ref-2)
3. \*\* Include if Cross-Default will apply to either Party A or Party B. [↑](#footnote-ref-3)
4. \*\*\* Include if Additional Termination Event will apply. [↑](#footnote-ref-4)
5. \*\*\*\* N.B.: the following representations may need modification if either party is a Multibranch Party. [↑](#footnote-ref-5)
6. \* Delete as applicable. [↑](#footnote-ref-6)
7. \* Delete as applicable. [↑](#footnote-ref-7)
8. \* Delete as applicable. [↑](#footnote-ref-8)
9. \* Delete as applicable. [↑](#footnote-ref-9)
10. \*\* Include if applicable. [↑](#footnote-ref-10)
11. \* Delete as applicable.

    \*\* Include if applicable. [↑](#footnote-ref-11)