

To:  
Attn:  
Fax:  
Date:  
Ref:

## ACCELERATED TARGET REDEMPTION FORWARD CONFIRMATION

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We confirm we have entered into the following Accelerated Target Redemption Forward (the "Transaction") with you under the Terms (as defined below). We have traded as principal for this transaction.

The terms and conditions of the transaction entered into on the trade date specified below between ("Party A") and ("Party B") are specified below. This communication constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (the "FX Definitions") (as published by the International Swaps Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee), as amended and supplemented (by any of the publishing bodies) through to the Trade Date, are incorporated into this Confirmation. In the event of any inconsistency between those provisions and this Confirmation, this Confirmation will prevail.

This Confirmation supplements, forms a part of, and is subject to the ISDA Master Agreement dated, as amended and supplemented from time to time (the "Agreement") between you and us. All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below.

### **1. The terms of the transaction to which this Confirmation relates are as follows:**

Trade Date:	
Trade Time:	Available Upon Request
Party A Bought Currency:	CAD
Party B Bought Currency:	USD
USD Notional Amount 1:	2,000,000.00
USD Notional Amount 2:	4,000,000.00
CAD Notional Amount 1:	2,090,000.00
CAD Notional Amount 2:	4,180,000.00
Strike Rate:	1.0450 CAD/USD
Barrier Rate:	1.1000 CAD/USD

Expiration Date: As per attached Schedule  
Settlement Date: As per attached Schedule

Settlement: Deliverable

Fixing Rate: Shall be the CAD/USD spot exchange rate expressed as an amount of CAD required to buy one USD as displayed on Reuters Page WMRSPOT09 at 10:00am New York Time on each Expiration Date. If on any Expiration Date Reuters Page WMRSPOT09 is unavailable for whatever reason, an alternative measure of determining the Fixing Rate will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Your Designated Office:  
Our Designated Office:

Relevant City for Business Day for Expiration Date: Fixing Rate source Business Days  
Relevant Cities for Business Day for Settlement Date: New York and Toronto

Calculation Agent: Party A  
(All determinations made by the Calculation Agent shall be made in good faith and in a commercially reasonable manner)

Premium Payer: Not Applicable  
Premium Amount: Not Applicable  
Premium Value Date: Not Applicable  
Premium Payment Instructions: As per Standard Settlement Instructions

Party A Account Details: As per Standard Settlement Instructions  
Party B Account Details: As per Standard Settlement Instructions

**Schedule:**

#	Expiration Date	Settlement Date
1	23-Dec-14	24-Dec-14
2	27-Jan-15	28-Jan-15
3	25-Feb-15	26-Feb-15
4	26-Mar-15	27-Mar-15

## **2. Settlement terms:**

The following terms shall be applicable to each Settlement Date, subject to a Target Redemption Event\*:

- a) If the Fixing Rate on the relevant Expiration Date is at or above the Strike Rate and a Target Redemption Event has not occurred, Party B will sell CAD Notional Amount 1 to Party A in exchange for USD Notional Amount 1.
- b) If the Fixing Rate on the relevant Expiration Date is below the Strike Rate and a Target Redemption Event has not occurred, Party B will sell CAD Notional Amount 2 to Party A in exchange for USD Notional Amount 2.
- c) If a Target Redemption Event occurs on the relevant Expiration Date, Party B will sell an amount in USD (“Varied USD Notional”) to Party A in exchange for an amount in CAD at the relevant Strike Rate in order to maintain the Cumulative Positive Gains to the Target Redemption Amount, on the relevant Settlement Date.

\*For the avoidance of any doubt, if a Target Redemption Event occurs on any Expiration Date, no Settlement will be due by either Party on subsequent Settlement Dates except for amounts and payments due prior to, or on the Settlement Date immediately following the Target Redemption Event.

## **3. Target Redemption Event**

A Target Redemption Event shall be deemed as having occurred if Party B's Cumulative Positive Gains exceeds CAD 100,000.00 (Target Redemption Amount)

## **4. Cumulative Positive Gains**

The sum of, in respect of any Expiration Date(s) where:

- (i) The Fixing Rate is at or above the Strike Rate but below the Barrier Rate:

USD Notional Amount 1\* (The Fixing Rate on that Expiration Date - Strike Rate)

- (ii) The Fixing Rate is at or above the Barrier Rate:

USD Notional Amount 1\*[2\* (The Fixing Rate on that Expiration Date - Strike Rate)]

## **5. Varied USD Notional**

Shall be equal to:

USD Notional Amount 1 \* $\left[\frac{\text{Target Redemption Amount} - \text{Cumulative Positive Gains prior to the Target Redemption Event}}{\text{USD Notional Amount 1}}\right] / (\text{The Fixing Rate on that Expiration Date} - \text{Strike Rate})]$

## **6. 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):

(a) 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 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 shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

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

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

## **5. Disclosure**

and/or its Affiliates may, in its discretion, decide to engage in hedging activities with respect to the FX Transaction. Such activities may include buying and selling, on a dynamic basis, the underlying currency in the spot market or entering into derivatives on such currency. The hedging strategy may entail unwinding the hedge when a trigger event occurs under the FX Transaction. and/or its Affiliate may anticipate such event occurring and begin unwinding the hedge before such event occurs, or our hedging strategy may require greater and more frequent dynamic adjustments to the hedge as market prices approach the trigger. Unwinding or adjusting the hedge typically consists of buying or selling a quantity of the underlying currencies, or terminating or entering into derivatives positions with market counterparties. This activity may affect the likelihood of the trigger event occurring or not occurring. In addition, currency or currency derivative transactions that we execute in other capacities (such as trading for proprietary accounts, for accounts under management or to facilitate transactions on behalf of customers) may affect the probability that a trigger event will occur.

## **6. Documentation:**

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter of facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Telephone number for confirmation Queries: Fax Number:

Yours faithfully,

Duly authorised for and on behalf of

Name:

Title:

Duly authorised for and on behalf of

By:

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Name:

Title:

Trade Ref: