To:
Attn:
Date:
Ref:

#### **EUROPEAN RANGE ACCRUAL - CASH SETTLED**

We confirm we have entered into the following EUROPEAN RANGE ACCRUAL - CASH SETTLED (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 2006 Definitions and the 1998 FX and Currency Options Definitions (the "FX Definitions") (as published by the International Swaps Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between the FX Definitions and the 2006 Definitions, the FX Definitions will prevail. In the event of any inconsistency between the FX Definitions or the 2006 Definitions 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.

Trade Date : 14 March 2013

Trade Time : Available upon request

Option Buyer : Party B
Option Seller : Party A

Accrual Currency and Notional Amount: HUF 21,160,252.00

Upper Barrier Level : 309.0000 HUF/EUR Lower Barrier Level : 285.0000 HUF/EUR

Accrual Period Start Date : 18 March 2014 Accrual Period End Date : 17 September 2014 Accrual Period : From and including the relevant Accrual Period Start Date up to

and including the Accrual Period End Date.

Expiration Date : 17 September 2014

Settlement Date : 19 September 2014, subject to the provisions below

Your Designated Office : Budapest
Our Designated Office : London

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 : Party B

Premium Amount : HUF 31,242,595.00 Premium Value Date : 19 March 2013

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

#### 2. Settlement terms:

On the relevant Settlement Date, the Option Seller shall pay to the Option Buyer an amount, in the Settlement Currency, calculated according to the following formula:

Accrual Currency and Notional Amount x (the total number of Accrual Days / Total Number of Calendar Days in the Accrual Period)

## 3. Additional definitions for the transaction to which this Confirmation relates are as follows:

"Accrual Days" means a Euro Settlement Date during the Accrual Period where EURmat fixes at or below the Upper Barrier Level, and at or above the Lower Barrier Level.

"EURmat" means the exchange rate expressed as the amount of HUF required to buy one EUR, (rounded to 4 decimal places) as displayed on Reuters page ECB37 at or about 02:15pm Frankfurt Time on each Euro Settlement Date in the Accrual Period.

"Settlement Date" means the date specified above or if that is not a day (other than a Saturday or Sunday) on which commercial banks are open for business in Budapest and Euro Settlement Date (a "Budapest and Euro Settlement Date"), the next following day which is a Budapest and Euro Settlement Date.

"Spot Exchange Rate" means, the price at the time at which such price is to be determined, in the Spot Market for Foreign Exchange transactions involving the Currency Pair which is the subject of the Transaction determined by reference either to rates for the exchange of the Currencies in such Currency Pair or to Cross-Rates as the Calculation Agent shall determine.

"**Spot Market**" means the global spot foreign exchange market, which, for these purposes, shall, unless otherwise agreed, be treated as being open continuously from 5.00 a.m. Sydney time on a Monday in any week to 17:00 New York time on the Friday of that week.

### "Total Number of Euro Settlement Dates in the Accrual Period" is 129.

For avoidance of doubt, this number is subject to change in the case of an unscheduled Euro Settlement Date holiday occurring during the Accrual Period.

# 3. 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

## 4. 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.

### 5. Documentation:

Please confirm that the forgoing 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.

Regulatory Reference(s):

This represents the unique reference for the Transaction where has an obligation under the applicable laws, rules and regulations (collectively, the "Law") to report the Transaction in accordance with the Law, and such unique reference shall be the only reference for the Transaction for such reporting purposes. Each party agrees that it is responsible for making its own determination as to which party has an obligation under the Law to report the Transaction in accordance therewith.

Yours faithfully,
Duly authorised for and on behalf of
Name: Title: Duly authorised for and on behalf of
By: Name:
Trades Ref: