



[UBS AG, London Branch
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[UBS Europe SE
 Bockenheimer Landstrasse 2-4,
 60306, Frankfurt am Main
 Documentation: Tel: [●]
 Fax: [●]]

[●]

Date: []

To: [] (“Party B”)

Attention: []
 Fax No.: []

From: [UBS AG, London Branch][UBS Europe SE] [●] (“Party A”)

Re: Share Swap Transaction – UBS Ref: []

[Unique Swap Identifier (USI)/
 Unique Trade Identifier (UTI): []

[UTI Issuer: []]
 [UTI: []]

The purpose of this letter agreement (this “Confirmation”) is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the “Transaction”). This Confirmation constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the “Swap Definitions”) and in the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”, and together with the Swap Definitions, the “Definitions”), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern. [The terms of the 2014 Exchange Traded Fund Supplement to the Equity Definitions (as set out in the Annex hereto) are incorporated into this Confirmation.]¹

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of [] as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

¹ Please include if Trading indicate that they wish to have the ETF Supplement apply.

[UBS AG London Branch, 5 Broadgate, London, EC2M 2QS

[UBS AG is a member of the London Stock Exchange and is authorised and regulated by the Financial Market Supervisory Authority in Switzerland. It is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

UBS Europe SE is authorised and regulated by the German federal financial supervisory authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and the European Central Bank.

]

[[●] is [●]]

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Trade Date: []
Effective Date: []
Termination Date: The [final] Cash Settlement Payment Date, subject to Early Termination
Share: []
Exchange(s): []
Related Exchange(s): []

Equity Amounts

Equity Amount Payer: Party []
Equity Notional Amount: []
Number of Shares: []
Equity Notional Reset: [Applicable] [Not Applicable]
Type of Return: [Total Return] [Price Return]
[Multiplier: []]
Initial Price: []
Final Price: The official closing price or, if there is no official closing price, the mid-market price per Share on the Exchange at the Valuation Time on [the] [each] Valuation Date
Valuation Time: The Scheduled Closing Time on the Exchange on the [relevant] Valuation Date
Valuation Date(s): []
Equity Amount: An amount in the Settlement Currency as determined by the Calculation Agent in accordance with the following formula:
[]

Floating Amounts

Floating Amount Payer: Party []
Notional Amount: The Equity Notional Amount
Payment Dates: [List specific date(s)]
OR
[Each] [The] Cash Settlement Payment Date
Floating Rate Option: []

[]

Designated Maturity: [] Months
Spread: [Plus] [Minus] [] %
Floating Rate Day Count Fraction: []
Reset Dates: The first day of each Calculation Period
Business Days: []
Business Day Convention: [Following][Modified Following]

Settlement Terms

Cash Settlement: Applicable
Cash Settlement Payment Date: [] Currency Business Days after the [relevant] Valuation Date
Settlement Currency: []

Share Adjustments

Method of Adjustment: Calculation Agent Adjustment

Extraordinary Events

Consequences of Merger Events

Share-for-Share: Cancellation and Payment
Share-for-Other: Cancellation and Payment
Share-for-Combined: Cancellation and Payment
Tender Offer: Not Applicable

Composition of
Combined Consideration: Not Applicable

Nationalization, Insolvency
or Delisting: Cancellation and Payment

Additional Disruption Events

Change in Law: [As per region standard or as per termsheet]
Hedge Positions: The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an Affiliate thereof" after the words "a party" in the third line.
Failure to Deliver: Not Applicable
Insolvency Filing: [As per region standard or as per termsheet]
Hedging Disruption: [As per region standard or as per termsheet]
Increased Cost of Hedging: [As per region standard or as per termsheet]
Loss of Stock Borrow: [As per region standard or as per termsheet]

[]

Increased Cost of Stock Borrow: [As per region standard or as per termsheet]

Hedging Party: [Party A] for clients
[Party A and Party B] for interdealers

Determining Party: [Party A] for clients
[Party A and Party B] for interdealers

Additional Provisions

Calculation Agent: [Party A] for clients
[As per region standard or as per termsheet] for interdealers

Early Termination: (A) If Party B gives notice to an Office of Party A on a Notice Business Day to terminate this Transaction in whole or in part by reducing the Number of Shares (the number of Shares by which the Number of Shares is to be reduced being the "Number of Terminated Shares"):-

(i) the Optional Termination Date shall be deemed to be a Valuation Date in respect of which the Equity Notional Amount shall be deemed to be an amount equal to the Number of Terminated Shares *multiplied by* the Initial Price as of the Effective Date (the "Terminated Amount"); and

(ii) with effect from the Optional Termination Date: (a) the Number of Shares shall be reduced by a number of Shares equal to the Number of Terminated Shares and (b) the Equity Notional Amount shall be reduced by an amount equal to the Terminated Amount.

(B) To the extent Party A, acting in a commercially reasonable manner, deems it necessary, Party A may, on giving not less than 5 Local Business Days' notice to Party B, terminate this Transaction by designating a Scheduled Trading Day as a final Valuation Date.

Optional Termination Date: The Notice Business Day on which the notice of termination is received if it is received in reasonably sufficient time for Party A to execute a transaction on the Shares on the Exchange prior to the Scheduled Closing Time of the Exchange, and otherwise the next following Exchange Business Day.

Notice Business Day: A day which is both an Exchange Business Day and a Banking Day in the city of the office of Party A to which the notice is given.

Non-Reliance: Applicable

Agreements and Acknowledgements
Regarding Hedging Activities: Applicable

Additional Acknowledgements: Applicable

[Restricted Market
Representations: [Insert APAC Restricted Market Representations language]]²

² Include if the underlier is, or includes, PRC, Taiwanese or Indian shares.

Each party is deemed to represent to the other party on the Trade Date that it is:

- (i) not aware of any material non-public information or unpublished price sensitive information with respect to the Shares that, under any applicable securities laws, it would have to disclose before buying or selling the Shares;
- (ii) It is an "eligible contract participant" under, and as defined in, the Commodity Exchange Act of 1936 and it was not formed solely for the purposes of constituting an "eligible contract participant".

References in this clause to 'a party' shall, in the case of Party A and where the context so allows, include references to any affiliate of Party A.

Tax Characterization: Both Parties to this Confirmation will treat Transactions executed pursuant to this Confirmation as derivative financial contracts for U.S. federal income tax purposes. Neither Party shall take any action or tax return filing position contrary to this characterization

Settlement

This Transaction has been entered into by a member of the UBS group ("UBS Party"). For the avoidance of doubt, any payment or delivery obligations of the UBS Party in respect of this Transaction ("Obligations") may be effected by either UBS Europe SE, UBS Securities LLC or UBS AG, London Branch (the "Settlement Agent"). UBS Party has authorised the Settlement Agent to act on its behalf in the same manner and with the same force and effect as UBS Party might or could do in connection with any such payment or delivery obligation.

Account Details

Account for payments to Party A: As advised
Account for payments to Party B: Please advise

Contact Names at [UBS AG, London Branch] [UBS Europe SE] [●]

Payments:

[Global Tel: + 44 207 568 0092 Fax: + 44 207 568 9251]

Documentation by Region:

[Europe: Tel: + 44 207 422 2792 Fax: + 44 207 568 9895/9896
USA: Tel: + 44 207 422 2477 Fax: + 1 719 203 0538
Asia Pacific: Tel: + 44 207 422 2487 Fax: + 44 207 568 9895/9896]

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 at your earliest convenience.

Yours faithfully,
For and on Behalf of
[UBS AG, London Branch] [UBS Europe SE] [●]

By:

Name : **XXX**
Title: **XXX**

By:

Name : **XXX**
Title: **XXX**

Agreed and accepted as of the first date written above
For and on Behalf of
[]

By:

Name : **XXX**
Title: **XXX**

By:

Name : **XXX**
Title: **XXX**

[ANNEX

*[Insert ETF Supplement (if applicable)]*³

³ A copy of the ETF Supplement can be obtained from the OTC Confirmations Team (dl-pel-control@ubs.com).