Additional Provisions for Use With Indian Underliers* (Published on of June 6, 2005)

If parties are entering into a Transaction referencing an Indian underlier, Party A and Party B agree that:

- (1) each of them hereby consents to the provision by the other party to any Indian governmental or regulatory authority of any information regarding it and the Transaction as required under applicable Indian regulations and/or as requested by any Indian governmental or regulatory authority;
- (2) it further agrees to provide to the other party such additional information that such other party deems necessary or appropriate in order for such other party to comply with any such regulations and/or requests;
- this Transaction is not being entered into for the benefit or account of, or (3) pursuant to or in connection with any back-to-back transaction with, (i) a Person Resident in India as the term is used in the Foreign Exchange Management Act, 1999 (the "Act"), or, (ii) a "Non-Resident Indian", a "Person of Indian Origin" or an "Overseas Corporate Body", as such terms are used in the Foreign Exchange Management (Deposit) Regulations 2000 as notified by the Reserve Bank of India (the "Regulations") or (iii) any entity or person that is not regulated (as such term is used in the Securities and Exchange Board of India (Foreign Institutional Investors Amendment) Regulations, 2004) (each, a "Restricted Entity");
- it is not a Restricted Entity; and (4)
- it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose (5) of this Transaction to or for the benefit or account of any Restricted Entity.

^{*} For use with the Asia Excluding Japan Equity Master Confirmation Agreement.