

EQUITY AND INDEX PRODUCT GLOSSARY

THIS EQUITY AND INDEX PRODUCT GLOSSARY (“GLOSSARY”) IS INCORPORATED INTO AND FORMS PART OF THE SIP TERM SHEET TO WHICH IT IS ANNEXED. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS GLOSSARY AND THE SIP TERM SHEET, THE SIP TERM SHEET WILL GOVERN. NOT ALL THE DEFINITIONS IN THIS GLOSSARY MAY BE RELEVANT TO THE SIP AS SET OUT IN THE SIP TERM SHEET.

“**Adjustments**” means a Potential Adjustment and an Index Adjustment Event. The Bank will as soon as reasonably practicable under the circumstances notify the Customers of the occurrence of an Adjustment, but failure by the Bank to so notify the Customers shall not affect the validity of the occurrence and effect of such Adjustment on the SIP.

“**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person, or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**All Exchanges**” means, in respect of an Equity or an Index, each exchange or quotation system where trading has a material effect (as determined by the Bank) on the overall market for futures or options contracts relating to such Equity or such Index, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Equity or such Index has temporarily relocated (*provided that* the Bank has determined that there is comparable liquidity relative to the futures or options contracts relating to such Equity or such Index on such temporary substitute exchange or quotation system as on the original exchange or quotation system).

“**Banking Event**” means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or paying in the Settlement Currency or the Alternate Currency; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of the Bank, has an analogous effect.

“**Change in Law**” means that, on or after the Value Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Bank determines in good faith that (i) it has become illegal for the Bank to hold, acquire or dispose of any relevant Equity or Index Component or Hedge Positions relating to the SIP, or (ii) the Bank will incur a materially increased cost in performing its obligations under the SIP (including without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

“**Currency Event**” means the occurrence of any event or existence of any condition (including without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of a non-resident of the Relevant Jurisdiction, (a) to convert the Settlement Currency into the Alternate Currency or vice versa through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent of any such restrictions or conditions already in force and applicable to non-residents of the Relevant Jurisdiction as of the Value Date.

“**Delisting**” means, in respect of any Equity, that the Exchange announces that pursuant to the rules of such Exchange, such Equity ceases (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union). It will also constitute a Delisting if the Exchange is located in the United States and the Equity is not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Equity is immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

“**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred. The Bank will as soon as reasonably practicable under the circumstances notify the Customers of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Fixing Date, but failure by the Bank to so notify the Customers shall not affect the validity of the occurrence and effect of such Disrupted Day on the SIP.

“**Early Closure**” means the closure on any Exchange Business Day of the relevant Exchange (or in the case of an Index, any relevant Exchange(s) relating to Index Components that comprise 20 percent or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Fixing Time on such Exchange Business Day; *provided that* in respect of a Multiple Exchange Index, it shall mean the closure on any Exchange Business Day of the Exchange in respect of any Index Component or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by

such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Fixing Time on such Exchange Business Day.

“Equity” means the share or security (**“Share”**) or unit in a unit trust or notional unit of account of ownership in a fund, collective investment scheme, pooled investment vehicle or the like (**“Unit”**) specified as such in the SIP Term Sheet.

“Equity Clearance System” means the principal domestic clearance system customarily used for settling trades in the relevant Equity or such other clearance system as determined by the Bank.

“Equity Clearance System Business Day” means, in respect of an Equity Clearance System, any day on which such Equity Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“Equity Issuer” means the issuer of the Equity.

“Exchange” means, in respect of an Equity, each exchange or quotation system specified as such for such Equity in the SIP Term Sheet, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Equity has temporarily relocated (*provided that* the Bank has determined that there is comparable liquidity relative to such Equity on such temporary substitute exchange or quotation system as on the original Exchange); or in respect of an Index (other than a Multiple Exchange Index), each exchange or quotation system specified as such for such Index in the SIP Term Sheet, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index Components underlying such Index has temporarily relocated (*provided that* the Bank has determined that there is comparable liquidity relative to the Index Components underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange); or in respect of a Multiple Exchange Index, for each Index Component underlying that Multiple Exchange Index, the stock exchange or quotation system on which that Index Component is principally traded, as determined by the Bank, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Index Component has temporarily relocated (*provided that* the Bank has determined that there is comparable liquidity relative to such Index Component on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time, *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which the Index Sponsor publishes the level of the Index; and the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Bank) the ability of market participants in general (A) to effect transactions in, or obtain market values for, an Equity on the Exchange (or in the case of an Index, on any relevant Exchange(s) in Index Components that comprise 20 percent or more of the level of the relevant Index), or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to an Equity or the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any event (other than an Early Closure) that disrupts or impairs (as determined by the Bank) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Index Component on the Exchange in respect of such Index Component, or (ii) in futures or options contracts relating to that Index on the Related Exchange .

“Extraordinary Event” means a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing, Change in Law, Hedging Disruption and Extraordinary Fund Event. The Bank will as soon as reasonably practicable under the circumstances notify the Customers of the occurrence of an Extraordinary Event, but failure by the Bank to so notify the Customers shall not affect the validity of the occurrence and effect of such Extraordinary Event on the SIP.

“Extraordinary Fund Event” means, in respect of relevant Units, the occurrence of (A) a Termination; or (B) the suspension or cancellation of any right conferred by the Fund Documents on investors to require redemption of their Units; or (C) the liquidation, bankruptcy, insolvency, dissolution or winding-up of the trustee or administrator or similar person with primary administrative responsibilities in respect of the relevant Equity Issuer (including any successor appointed from time to time) (the **“Trustee”**) or of the manager or adviser or similar person appointed to provide discretionary or non-discretionary investment management or advisory services to the relevant Equity Issuer (including any successor appointed from time to time) (the **“Manager”**); or (D) the appointment of a liquidator, receiver, administrator or conservator or analogous person under any applicable law in respect of the whole or substantially the whole of the undertaking, property or assets of the relevant Equity Issuer held by the Trustee; or (E) any event or circumstance analogous to any of the foregoing events or circumstances as determined by the Bank. For the purpose hereof, **“Termination”** means (i) the relevant Equity Issuer is terminated, or the Trustee or the Manager is required to terminate the relevant Equity Issuer under the Fund Documents or applicable law, or the termination of the relevant Equity Issuer commences; (ii) the relevant Equity Issuer is held or is conceded by the Trustee or the Manager not to have been constituted or to have been imperfectly constituted; (iii) the Trustee ceases to be authorised under the relevant Equity Issuer to hold the property of the relevant Equity Issuer in its name and to perform its obligations under the Fund Documents; (iv) the cancellation, suspension or revocation of the registration or approval of such Units or the relevant Equity Issuer by any governmental, legal or regulatory entity with authority over such Units or Equity Issuer; or (v) the relevant Equity Issuer or its Trustee or Manager becomes subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Equity Issuer, Trustee or Manager.

“Fund Documents” means, in respect of relevant Units, the trust deed or other constitutive and governing documents constituting the relevant Equity Issuer, subscription agreements, management agreements and other agreements of the relevant Equity Issuer specifying the terms and conditions relating to such Units, as amended from time to time.

“Fixing Time” means the time on the relevant Fixing Date specified as such in the SIP Term Sheet or, if no such time is specified

the Scheduled Closing Time on the relevant Exchange on the relevant Fixing Date in relation to the Equity or Index to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session); *provided that* in respect of a Multiple Exchange Index, it shall mean (A) for the purposes of determining whether a Market Disruption Event has occurred: (i) in respect of any Index Component, the Scheduled Closing Time on the Exchange in respect of such Index Component, and (ii) in respect of any options contracts or futures contracts on that Index, the close of trading on the Related Exchange; and (B) in all other circumstances, the time at which the official closing level of that Index is calculated and published by the Index Sponsor.

“Governmental Authority” means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

“Hedge Positions” means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Equity or Index Component, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions or (iii) other instruments or arrangements (howsoever described) by the Bank or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the SIP.

“Hedging Costs” means the losses, expenses and costs (if any) to the Bank of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any instruments of any type whatsoever which the Bank may hold as part of such hedging arrangements), all as determined by the Bank in good faith acting in a commercially reasonable manner.

“Hedging Disruption” means that (A) the Bank is unable or it is impractical for the Bank, after using commercially reasonable efforts, or (B) the Bank would incur a materially increased (as compared with circumstances existing on the Value Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the equity price risk relating to any Equity or Index (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the SIP, or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the SIP between accounts within the jurisdiction of the Hedge Positions (the **“Affected Jurisdiction”**) or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction, including without limitation, where such inability or impracticability has arisen by reason of: (1) any restrictions or increase in charges or fees imposed by the relevant Equity Issuer on any investor’s ability to redeem relevant Units, in whole or in part, or any existing or new investor’s ability to make new or additional investments in relevant Units; or (2) any mandatory redemption, in whole or in part, of relevant Units imposed by the relevant Equity Issuer (in each case, other than any restriction in existence on the Value Date).

“Hedging Disruption Event” means that the Bank is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Value Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the SIP, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

“Index” means each index specified as such in the SIP Term Sheet.

“Index Adjustment Event” means an Index Modification, Index Cancellation or Index Disruption, as the case may be.

“Index Cancellation” means the relevant Index Sponsor announces that it will permanently cancel the relevant Index and no Successor Index exists.

“Index Components” means, in relation to an Index, the shares, securities, contracts or other matters (including other Indices) by reference to which the level of that Index is from time to time calculated.

“Index Disruption” means that on any relevant Fixing Date, the relevant Index Sponsor fails to calculate and announce the relevant Index.

“Index Modification” means the relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating the relevant Index or in any other way materially modifies the relevant Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events).

“Index Sponsor” means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (ii) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

“Insolvency” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an Equity Issuer, (i) all the Shares or Units of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Shares or Units of that Equity Issuer become legally prohibited from transferring them.

“Insolvency Filing” means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, *provided that* proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an

Insolvency Filing.

“Market Disruption Event” means the occurrence or existence of (A) a Trading Disruption, or (B) an Exchange Disruption, which in either case, the Bank determines is material, at any time during the one hour period that ends at the relevant Fixing Time, or (C) an Early Closure. For the purposes of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case immediately before the occurrence of such Market Disruption Event; *provided that* in respect of a Multiple Exchange Index, it shall mean either:

- (x)(a) the occurrence or existence, in respect of any Index Component, of:
 - (1) a Trading Disruption, which the Bank determines is material, at any time during the one hour period that ends at the relevant Fixing Time in respect of the Exchange on which such Index Component is principally traded;
 - (2) an Exchange Disruption, which the Bank determines is material, at any time during the one hour period that ends at the relevant Fixing Time in respect of the Exchange on which such Index Component is principally traded; OR
 - (3) an Early Closure; AND
- (b) the aggregate of all Index Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 percent or more of the level of that Index; OR
- (y) the occurrence or existence, in respect of futures or options contracts relating to that Index, of: (1) a Trading Disruption; (2) an Exchange Disruption, which in either case the Bank determines is material, at any time during the one hour period that ends at the Fixing Time in respect of the Related Exchange; or (3) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (I) the portion of the level of that Index attributable to that Index Component to (II) the overall level of that Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

“Merger Event” means in respect of any relevant Equity, any (i) reclassification or change of such Equity that results in a transfer of or an irrevocable commitment to transfer all of such Equity outstanding to another entity or person; (ii) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Equity outstanding); (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Equity of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Equity (other than such Equity owned or controlled by such other entity or person); or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Equity outstanding but results in the outstanding Equity (other than Equity owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Equity immediately following such event (a **“Reverse Merger”**).

“Multiple Exchange Index” means an Index whose Index Components are traded on more than one Exchange.

“Nationalisation” means that all the Equity or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“Nationalisation Event” means the expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any non-resident of the Relevant Jurisdiction of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

“Potential Adjustment Event” means any of the following:

- (A) a subdivision, consolidation or reclassification of relevant Shares or relevant Units (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares or Units to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of relevant Shares or relevant Units of (i) additional Shares or Units, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Equity Issuer, equally or proportionately with such payments to holders of such Shares or Units, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Bank;
- (C) an extraordinary dividend or distribution as determined by the Bank;
- (D) a call by the Equity Issuer in respect of relevant Shares or relevant Units that are not fully paid;
- (E) a repurchase by the Equity Issuer or any of its subsidiaries of relevant Shares, or by the Trustee or Manager of the Equity Issuer of relevant Units (other than in respect of a redemption of Units initiated by an investor in such Units that is consistent with the Fund Documents), whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) in respect of relevant Shares, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the relevant Equity Issuer pursuant to a shareholder rights plan

or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Bank, *provided that* any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(G) any event in respect of relevant Shares or relevant Units analogous to any of the foregoing events or any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares or relevant Units, in each case, as determined by the Bank.

“Scheduled Closing Time” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Trading Day” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions, *provided that* in respect of a Multiple Exchange Index, it shall mean any day on which the Index Sponsor is scheduled to publish the level of that Index; and the Related Exchange is scheduled to be open for trading for its regular trading session.

“Settlement Cycle” means the period of Equity Clearance System Business Days following a trade in the relevant Equity on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“Settlement Disruption Event” means, in respect of an Equity, an event beyond the control of the Bank and the Customer as a result of which the relevant Equity Clearance System cannot clear the transfer of such Equity.

“Settlement Expenses” means all expenses relating to the transfer of an Equity to be delivered under a SIP (including but not limited to any stamp duty, stock exchange tax or local tax) as determined by the Bank in good faith, which shall be payable by the transferee of such Equity.

“Successor Index” means, if the relevant Index is (i) not calculated and announced by the relevant Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Bank, that index as calculated and announced by such successor sponsor; or (ii) replaced by a successor index using, in the determination of the Bank, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, such successor index.

“Tender Offer” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and less than 100% of the outstanding voting shares of the Equity Issuer, as determined by the Bank, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Bank deems relevant.

“Trading Disruption” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (A) relating to an Equity on the Exchange (or in the case of an Index, on any relevant Exchange(s) relating to Index Components that comprise 20 percent or more of the level of the relevant Index), or (B) in futures or options contracts relating to an Equity or the relevant Index on any relevant Related Exchange; provided that in respect of a Multiple Exchange Index, it shall mean any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.