

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

*“Confirmation”* has the meaning specified in the preamble.

*“consent”* includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

*“Contractual Currency”* has the meaning specified in Section 8(a).

*“Convention Court”* means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

*“Credit Event Upon Merger”* has the meaning specified in Section 5(b).

*“Credit Support Document”* means any agreement or instrument that is specified as such in this Agreement.

*“Credit Support Provider”* has the meaning specified in the Schedule.

*“Cross-Default”* means the event specified in Section 5(a)(vi).

*“Default Rate”* means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

*“Defaulting Party”* has the meaning specified in Section 6(a).

*“Designated Event”* has the meaning specified in Section 5(b)(v).

*“Determining Party”* means the party determining a Close-out Amount.

*“Early Termination Amount”* has the meaning specified in Section 6(e).

*“Early Termination Date”* means the date determined in accordance with Section 6(a) or 6(b)(iv).

*“electronic messages”* does not include e-mails but does include documents expressed in markup languages, and *“electronic messaging system”* will be construed accordingly.

*“English law”* means the law of England and Wales, and *“English”* will be construed accordingly.

*“Event of Default”* has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

*“Force Majeure Event”* has the meaning specified in Section 5(b).

*“General Business Day”* means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

*“Illegality”* has the meaning specified in Section 5(b).