



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## **LOCAL MASTER AGREEMENT FOR DERIVATIVE FINANCIAL INSTRUMENTS**

**Entered into between**

\_\_\_\_\_ **"Party A"**

**AND**

\_\_\_\_\_ **"Party B"**

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **TABLE OF CONTENTS**

### **LOCAL MASTER AGREEMENT FOR DERIVATIVE FINANCIAL INSTRUMENTS**

<b>Clause 1.</b>	<b>Interpretation</b>
<b>Clause 2.</b>	<b>Purpose</b>
<b>Clause 3.</b>	<b>Representations</b>
<b>Clause 4.</b>	<b>Agreements of the Parties</b>
<b>Clause 5.</b>	<b>Transactions Compliance</b>
<b>Clause 6.</b>	<b>Confirmations</b>
<b>Clause 7.</b>	<b>Set-off</b>
<b>Clause 8.</b>	<b>Guarantees</b>
<b>Clause 9.</b>	<b>Recouping</b>
<b>Clause 10.</b>	<b>Events of Default</b>
<b>Clause 11.</b>	<b>Termination Events</b>
<b>Clause 12.</b>	<b>Arbitration Clause</b>
<b>Clause 13.</b>	<b>Notices</b>
<b>Clause 14.</b>	<b>Definitions</b>
<b>Clause 15.</b>	<b>Miscellaneous Provisions</b>
<b>Annex 1.</b>	<b>Party A Documents</b>
<b>Annex 2.</b>	<b>Party B Documents</b>
<b>Annex 3.</b>	<b>Guarantees agreed by the Parties</b>
<b>Annex 4.</b>	<b>Party A Authorized Officers</b>
<b>Annex 5.</b>	<b>Party B Authorized Officers</b>
<b>Annex 6.</b>	<b>Swap Transactions</b>
<b>Annex 7.</b>	<b>Cross Currency Swap Transactions</b>
<b>Annex 8.</b>	<b>FX Forward Transactions</b>
<b>Annex 9.</b>	<b>Forward Rate Agreements (FRA)</b>
<b>Annex 10.</b>	<b>Option Transactions</b>
<b>Annex 11.</b>	<b>Early Termination Form</b>

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## **SCHEDULE TO THE MASTER AGREEMENT**

<b>Clause 1.</b>	<b>Additional Representations of the Parties</b>
<b>Clause 2.</b>	<b>Additional Obligations of the Parties</b>
<b>Clause 3.</b>	<b>Business Day Agreement</b>
<b>Clause 4.</b>	<b>Set-off</b>
<b>Clause 5.</b>	<b>Guarantees</b>
<b>Clause 6.</b>	<b>Recouponing</b>
<b>Clause 7.</b>	<b>Designated Transactions</b>
<b>Clause 8.</b>	<b>Credit Rating Decrease</b>
<b>Clause 9.</b>	<b>Further Events of Default</b>
<b>Clause 10.</b>	<b>Other Termination Events</b>
<b>Clause 11.</b>	<b>Calculation Agent</b>
<b>Clause 12.</b>	<b>Domicile and Addresses</b>
<b>Clause 13.</b>	<b>Payment Instructions</b>
<b>Clause 14.</b>	<b>Mechanisms to sign Confirmations</b>
<b>Clause 15.</b>	<b>Delivery of Documents and Financial Information</b>
<b>Clause 16.</b>	<b>Further Amendments and/or Additions</b>

## **CONFIRMATIONS**

**Draft Confirmation for Swap Transactions**  
**Draft Confirmation for Cross Currency Swap Transactions**  
**Draft Confirmation for FX Forward Transactions**  
**Draft Confirmation for Forward Rate Agreements (FRA)**  
**Draft Confirmation for Option Transactions**

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## **LOCAL MASTER AGREEMENT FOR DERIVATIVE FINANCIAL INSTRUMENTS**

Entered into between ....., ("**Party A**"), and ....., ("**Party B**", collectively with **Party A**, the "Parties"), with the aim of setting out the general contractual conditions applicable on the entry into of Transactions with Derivative Financial Instruments (the "Transactions"), subject to the following

### **CLAUSES**

#### **Clause 1. Interpretation**

This Local Master Agreement for Derivative Financial Instruments (the "Master Agreement") is subject to the following criteria for interpretation, notwithstanding of the rules of interpretation existing in Colombia, according to Articles 1618-1624 of the Civil Code (*Código Civil*) and other concordant rules:

1.1 The agreement that will regulate and govern the Transactions consists of three parts (collectively referred to as the "Master Agreement Documents"), as follows:

- 1.1.1 The Master Agreement and its Annexes that make integral part thereof.
- 1.1.2 The Schedule.
- 1.1.3 The Confirmation evidencing the relevant Transactions.

The terms and conditions provided in the Master Agreement, including **Clause 12 - Arbitration Clause** hereunder will apply to all Transactions entered into under the Master Agreement, unless otherwise expressly provided by the Parties in the Schedule or in the relevant Confirmation.

1.2 Taking into account that a specific agreement prevails over the general conditions:

- 1.2.1 In the event of inconsistency, incoherence or discrepancy among provisions of the Master Agreement and provisions of the Schedule, the Schedule will prevail.
- 1.2.2 In the event of inconsistency, incoherence or discrepancy among provisions of the Schedule and provisions of a Confirmation, the Confirmation will prevail, but only for the relevant Transaction.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

- 1.2.3 In the event of inconsistency, incoherence or discrepancy among provisions of the Master Agreement and provisions of a Confirmation, the Confirmation will prevail, but only for the relevant Transaction.
- 1.3 In the Master Agreement Documents, capitalized words, terms or expressions will have the meaning assigned hereunder under **Clause 14 – Definitions**. Meaning of words or expressions included in any of the Master Agreement Documents will prevail over the meaning of such words or expressions pursuant to definitions stated under law, unless mandatory provisions provide otherwise.
- 1.4 Where a given word or expression included under the Master Agreement Documents is not expressly defined therein, it will have the meaning provided in the rules applicable to Transactions; including, *inter alia*, Law 964 of 2005 (*Ley 964 de 2005*), Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*) and Resolution 400 of 1995 (*Resolución 400 de 1995*) of the Superintendency of Securities of Colombia (*Superintendencia de Valores de Colombia*) (presently, Colombian Financial Superintendency - *Superintendencia Financiera de Colombia*), as amended.
- 1.5 Where a given word or expression included under the Master Agreement Documents is not expressly defined therein or in the regulations applicable to Transactions, it will have the meaning arising from the technical meaning, in line with the general use of such word or expression in the language commonly used for entering into or performing Transactions.
- 1.6 Words, terms or expressions implying singular also include plural, and vice-versa, provided the context so requires.
- 1.7 In the event where the Parties, previously to the Execution Date of this Master Agreement, have not executed any other local master agreement for derivative financial instruments, the Master Agreement Documents will prevail over any prior, verbal or written agreement relating conditions applicable to Transactions entered into by the Parties, either previous or subsequent to the Execution Date of the Master Agreement. In the event where the Parties, previous to the Execution Date of this Master Agreement, have executed a local master agreement for derivative financial instruments, Transactions entered into under such initial master agreement will be subject to the provisions contained therein.
- 1.8 Execution of this Master Agreement entails no obligation to enter into Transactions.

## **Clause 2. Purpose**

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Purpose of this Master Agreement is to set out the general framework applicable to Transactions entered into by the Parties.

### **Clause 3. Representations**

As appropriate in relation to each thereof, each Party represents as follows to the other:

#### **3.1 If an individual:**

- 3.1.1 Is capable within the meaning of the Civil Code (*Código Civil*), as amended.
- 3.1.2 Acts directly or duly represented by his/her attorney, as evidenced in the power-of-attorney and identification documents attached as Annexes to the Master Agreement.
- 3.1.3 This Master Agreement and the Transactions entered into hereunder do not violate any legal or contractual provision or an authorization, license, judgment, award or resolution that is applicable thereto.
- 3.1.4 To the extent of his/her knowledge, having acted diligently, there are no pending litigations before a judicial or administrative authority or an arbitration panel, likely to have a Material Adverse Effect on the validity or effectiveness of the Master Agreement Documents, or his/her ability to perform the obligations provided under the Master Agreement Documents.
- 3.1.5 All information furnished throughout the negotiation, delivery, execution and performance of the Master Agreement Documents is true, accurate and verifiable in every material respect.
- 3.1.6 Knows and understands the legal nature, characteristics and risks inherent to the Transactions; acts on his/her own initiative and account; and, reviewed personally or through his/her own legal or financial advisors, all and any implications resulting from the execution of the Master Agreement Documents and the entry into of all and each of the Transactions between the Parties pursuant to the Master Agreement.
- 3.1.7 Acknowledges and agrees that all information necessary for the negotiation, execution, delivery and performance of the Master Agreement Documents was provided in objective, timely, complete, impartial and clear manner and prior to the execution of the Master Agreement and to the entry into of Transactions.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

- 3.1.8 All resources used in his/her operation originate from the exercise of lawful activities, permitted under applicable rules and, therefore, do not originate from criminal activities, especially those that under Colombian law are deemed assets laundering or funding of terrorism.
- 3.1.9 Represents that neither him/her nor his/her attorney have offered any commission, privilege or gift to the other Party or its Authorized Officers and agrees that every fault incurred by him/her or his/her attorney with regard to transparency of the negotiation, execution or performance of the Master Agreement is a serious violation thereto. Likewise, hereby represents that neither him/her nor his/her attorney are affected by a conflict of interest, and hereby undertakes that in any event he/she will disclose every existing or future conflict of interest; it is understood that if him/her or his/her attorney are affected by any such conflict, they will be deemed unable to negotiate, execute or perform the Master Agreement, except upon explicit disclosure of the conflict of interest and relying on a written authorization by the other Party.

### 3.2 If a legal entity:

- 3.2.1 Is an entity duly incorporated and authorized to develop its corporate purpose and, particularly, to enter into and perform the Transactions referred to under this Master Agreement, in conformity with the law and its bylaws, as evidenced on the certificate of good standing and incumbency issued by the competent authority or the minutes of the Board of Directors or the relevant authorization consistent with the bylaws and the law, attached as Annex to the Master Agreement.
- 3.2.2 The individual signatory of the Master Agreement Documents is duly authorized therefore in accordance with the law and the relevant Party's bylaws, as evidenced on the certificate of good standing and incumbency issued by the competent authority or the minutes of the Board of Directors or the relevant authorization consistent with the bylaws and the law, which extract or copy is attached as Annex to the Master Agreement.
- 3.2.3 In the entry into and confirmation of Transactions has acted and will act through its Authorized Officers, identified in the relevant Annex, who are vested with legal authority to enter and confirm Transactions, regardless of the type and amount of the Transaction.
- 3.2.4 Hereby waives to file any court or out-of-court claim in connection to the authority of the Authorized Officers that represent it, or the validity of Transactions as a result of the authority of such Authorized Officers, in the events where it has failed to



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

reviewand/orupdate the relevantAnnex, in accordance with**Section 4.7,Clause 4 - Agreements of the Parties** hereunder.

- 3.2.5 This Master Agreementandthe Transactionsentered into or to be entered into hereunder, do not violate anylegal or contractual provision nor an authorization, license, judgment, awardorresolutionwhatsoever that is applicable thereto.
- 3.2.6 To the extent of its knowledge, having acted diligently, there are no pending litigations before a judicial or administrative authority or an arbitration court, likely to have a Material Adverse Effect on the validity or efficacy of the Master Agreement Documents, or its ability to perform the obligations provided under the Master Agreement Documents.
- 3.2.7 All information furnished throughout the negotiation, delivery, execution and performance of the Master Agreement Documents is true, accurate and completein every material respect.
- 3.2.8 Knows and understands the legal nature, characteristics and risks inherent to the Transactions; acts on its own initiative and account; and, revieweddirectly or through its own legal or financial advisors, all and any implications resulting from the execution of the Master Agreement Documents and the entry into of all and each of the Transactions between the Parties pursuant to the Master Agreement.
- 3.2.9 Acknowledges and agrees that all information necessary for the negotiation, execution, delivery and performance of the Master Agreement Documents was provided in objective, timely, complete, impartial and clear manner and prior to the execution of the Master Agreement and to the entry into of Transactions.
- 3.2.10 All resources used in its operation originate from the exercise of lawful activities, permitted under applicable rules and, therefore, do not originate from criminal activities, especially those that under Colombian laws are deemed assets laundering or funding of terrorism.
- 3.2.11 Hereby represents that neither it nor its Authorized Officers involved in the negotiation of the Master Agreementhave offered any commission, privilege or gift to the other Party or its Authorized Officers and agrees that every fault incurred by it or its Authorized Officers with regard to transparency of the negotiation, execution or performance of the Master Agreement is a serious violation thereto. Likewise, hereby represents that neither it nor its Authorized Officers engaged in the negotiation, execution and performance of the Master Agreement are affected by a conflict of interest, and hereby undertakes that in any event itwill disclose every



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

existing or future conflict of interest, it being obliged, in any event, to disclose every existing or newly arisen conflict of interest; it is understood that if its Authorized Officers are affected by any such conflict, they will be deemed unable to negotiate, execute or perform the Master Agreement, except upon explicit disclosure of the conflict of interest and relying on a written authorization by the other Party.

3.3 If it is an entity subject to, or that should be subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), represent everything that has been provided for legal entities in accordance with **Section 3.2** above, except **Sections 3.2.1** and **3.2.2**, and also represents as follows:

3.3.1 It is a company duly incorporated and authorized to develop its corporate purpose and, especially, to enter into and perform Transactions as referred to in this Master Agreement, in accordance with the law and its bylaws; all of the above is evidenced on the certificate of good standing and incumbency issued by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), attached hereto as an Annex to the Master Agreement.

3.3.2 The Master Agreement and the Schedule are executed by a duly authorized legal representatives, as evidenced on the certificate of good standing and incumbency issued by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), which excerpt or copy is attached hereto as an Annex to the Master Agreement.

3.3.3 It has observed and complied with the investment regime according to its legal nature and Bylaws, in connection with Guarantees granted and received as a consequence of the execution of the Master Agreement and/or the Transactions.

3.3.4 In the execution of this Master Agreement and in the entry into of all and each Transaction, it has complied and observed all general and special duties provided for securities dealers under Articles 1.5.3.1 and 1.5.3.2 of Resolution 400 of 1995 (*Resolución 400 de 1995*) of the Superintendency of Securities of Colombia (*Superintendencia de Valores de Colombia*) (presently, Colombian Financial Superintendency - *Superintendencia Financiera de Colombia*), and particularly, hereby states that it has fully complied with all duties mandating to act as a prudent and diligent expert, in a transparent, honest, loyal, impartial, skillful and professional manner, in due compliance with all statutory and contractual obligations inherent to the activities being performed, as well as other applicable duties.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Representations by the Parties as provided in this Clause will be repeated by the relevant Party upon execution of the Master Agreement Documents and following the entry into of a new Transaction or the making of a payment or delivery under a given Transaction.

#### **Clause 4. Agreements of the Parties**

Notwithstanding the remaining obligations under the Master Agreement Documents, each Party individually agrees as follows for the benefit of the other:

- 4.1 Make all payments or deliveries to the other Party, as provided in the Master Agreement Documents.
- 4.2 Comply with all laws, decrees, rules, regulations and provisions applicable thereto by reason of its nature and activities pursued.
- 4.3 Provide to the other Party financial, legal, and accounting information and any other document provided under the Master Agreement, the Schedule or the Confirmation of a Transaction.
- 4.4 Maintain in full force and effect all corporate, government or other permits required for the performance of its obligations under the Master Agreement Documents.
- 4.5 Act in good faith and provide the other Party and the competent authorities all information available thereto for the normal development and performance of legal and contractual obligations arising under the Master Agreement Documents.
- 4.6 Notify in writing to the Non-affected Party the occurrence of a Termination Event, immediately after it becomes aware of it.
- 4.7 Revise, update and notify any relevant changes relating to the Annex on Authorized Officers, where any of the Authorized Officers is changed, in accordance with **Section 15.2, Clause 15 - Miscellaneous Provisions** hereunder.
- 4.8 When applicable, adopt control measures that are appropriate and sufficient under the law and its bylaws, in order to prevent the use of its transactions as a tool for concealing, managing, investing or profiting money or other assets that are originated from criminal activities or that fund them or as a tool to disguise as legal any criminal activities or transactions and resources associated thereto.
- 4.9 Issue and deliver, as the case may be, Confirmations duly accepted in accordance with the procedures and terms agreed in the Master Agreement or the Schedule.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

#### 4.10 Comply with all Additional Obligations agreed by the Parties under the Schedule or the Confirmations.

### Clause 5. Transactions Compliance

#### 5.1 Compliance Date. All payments or deliveries required from the Parties under this Master Agreement will be made:

- 5.1.1 On the Compliance Date agreed by the Parties and recorded on the Confirmation pursuant to the terms applicable to the relevant Transaction;
- 5.1.2 If the Compliance Date of a given Transaction or the date provided to enforce a right or obligation is not a Business Day, performance or enforcement of the obligation or right will be made in accordance with the Business Day Agreement agreed under the Schedule or the Confirmation. The "Business Day Agreement" might be:
  - i. Previous Business Day - If the date is not a Business Day, performance or enforcement will be anticipated to the previous Business Day.
  - ii. Next Business Day - If the date is not a Business Day, performance or enforcement will be postponed to the next Business Day.
  - iii. Modified Business Day - If the date is not a Business Day, performance or enforcement will be postponed to the next Business Day, provided, however, that if the next Business Day falls on a day of the next calendar month, it will be anticipated to the previous Business Day.

In the event where the Parties fail to expressly agree the Business Day applicable to the Transaction under the Schedule or the Confirmation, the Next Business Day will apply.

#### 5.2 Compliance Mode. All payments or deliveries required from the Parties under this Master Agreement will be made:

- 5.2.1 In the manner and Currency provided for each Transaction under the Master Agreement Documents, subject to the applicable rules, taking into account that if a Transaction is agreed in a Currency other than Pesos, according to law and, if necessary, for complying the Transaction, the Index applicable on the Business Day for the Compliance Date of the Transaction will be taken

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

asbenchmarkto determine its value in Pesos, taking into account the Sourcestated onthe Confirmationorthatagreed by the Parties.

5.2.2 By crediting or debiting the other Party's bank accounts, as indicatedin the Schedule.

Notwithstanding the foregoing, on theTransaction Compliance Date, the Partybound to make thepaymentmay indicate that compliance willtake place through different payment instructionsprovided that the other Partyis notified beforeeleven in themorning (11:00 am), local Colombian timeon theCompliance Date. In the event ofpaymentsamong entities subject to supervisionby theColombian Financial Superintendency (*SuperintendenciaFinanciera de Colombia*), the Partyto which thepaymentsshould be made might disclose differentpayment instructionsby notifying the other Partybefore eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

5.2.3 Unless otherwise agreedin the Scheduleorthe Confirmations, paymentswill include amounts and interestaccruedwithin the relevant periodup to theCompliance Date initially provided, regardless of theBusiness Day Agreementbetween the Parties.

5.2.4 If it is agreed that theTransactionwill be forDeliveryandif oneof the Partiesis nota foreign exchange market intermediary, ordoes not act in suchcapacity, according tothe rulesprovided by theBoard of Directorsofthe Central Bank (*Banco de la República*), the following rules will apply to the entry into, performance, liquidationandsettlement of the Transaction, as provided by the External Regulatory Circular DODM-144 (*Circular ExternaReglamentaria DODM – 144*)issued by theCentral Bank(*Banco de la República*)or intheapplicable rules.

5.2.4.1 On theAgreement Date, the Partythatis nota foreign exchange market intermediaryordoes not act in such capacitywilldeliverthe other Partydocumentationevidencing the existenceof a transaction mandatorily conducted throughtheforeign exchange market.

5.2.4.2 At leasttwo (2) Business Daysin advance to theCompliance Date, the Partythatis not a foreign exchange marketintermediary ordoes notact in such capacitywilldeliverto the other Partycomplete informationnecessaryto perform the Transaction; such information must be consistent with thedocumentation describedin**Section 5.2.4.1**above,regarding the transaction mandatorily conducted through the foreign exchange market.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

5.2.4.3 If the Party that is not a foreign exchange market intermediary or does not act in such capacity fails to deliver information mentioned in **Sections 5.2.4.1 and 5.2.4.2** above, it will be understood that the Transaction will be for Non-Delivery. Nevertheless, if the Transaction may not be for Non-Delivery under the terms initially agreed, the Party acting as a foreign exchange market intermediary may adjust –in good faith and in accordance with conditions prevailing in the market – the terms of the Transaction to settle it as a financial or Non-Delivery Transaction.

## **Clause 6. Confirmations**

A binding Transaction between the Parties will be deemed to exist from the time when they agree upon essential terms thereof, whether orally or otherwise through any other Verifiable Media. Notwithstanding the foregoing, the procedure below will follow for evidentiary and record purposes:

- 6.1 The initial agreement, whereby the Parties agreed the entry into of a Transaction will be reiterated by **Party A and Party B**, through Verifiable Media, as provided hereunder in **Section 15.3 of Clause 15 - Miscellaneous Provisions**.
- 6.2 Each Transaction that the Parties enter under the Master Agreement will be confirmed by:
  - 6.2.1 Written document duly signed; or
  - 6.2.2 Electronic message duly signed and delivered through a data transmission system selected by the Parties, as provided hereunder in **Section 15.4, Clause 15 - Miscellaneous Provisions**; or
  - 6.2.3 SWIFT electronic message.
- 6.3 Once the Transaction conditions are corroborated, **Party A** will issue the relevant Confirmation and will deliver it to **Party B** no later than on the Business Day following the Agreement Date, through written document, facsimile transmission, SWIFT electronic message or any other data message according to the procedures set forth hereunder in **Clause 13 – Notices**.
- 6.4 No later than the Business Day following receipt of the Confirmation, **Party B** must accept and deliver it to **Party A** or, contest it stating the reasons therefor; in any event, through written document, facsimile transmission, SWIFT electronic message or any other data message according to the procedure set forth hereunder in **Clause 13 – Notices**.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

- 6.5 In the event that **Party B** does not contest the Confirmation within the stated deadline, it will be deemed tacitly accepted.
- 6.6 On the Business Day following receipt of the objection, **Party A** will (i) correct the Confirmation and forward a new one duly signed to be accepted by **Party B** or (ii) communicate **Party B** that it disagrees with the objections filed. In any event, where the Confirmation is objected, a corrected Confirmation must be accepted no later than three (3) Business Days immediately after the Agreement Date of the Transaction, or within the term provided to that effect by law.
- 6.7 If the Parties agree with the Confirmation in the terms provided in this Clause, notwithstanding the duties set forth in **Section 6.4** above and for evidentiary purposes, **Party B** must, as soon as possible, but in any event, within ten (10) Business Days following receipt of the Confirmation in the terms of **Section 6.3**, deliver to **Party A**, two hard copies of the Confirmation duly signed. If the Confirmation is contested, such ten (10) Business Days term will be counted as from receipt of the corrected Confirmation. Upon receipt of hard copies duly signed and within ten (10) Business Days thereafter, **Party A** must forward to **Party B** a hard copy of the Confirmation duly signed by both Parties.
- 6.8 As an alternative to the hard copies submission, the Parties may agree in the Schedule the use of signed data messages delivered through a data transmission system, as provided hereunder in **Section 15.4.2, Clause 15 - Miscellaneous Provisions** or the use of SWIFT electronic messages.
- 6.9 Verifiable Media will have full evidentiary value for evidencing the entry into and conditions of the Transactions. In the event of discrepancy in the terms agreed between the initial recording or data message agreeing the entry into of a Transaction and, the subsequent recording or data message corroborating the terms agreed in the initial recording or data message, the initial recording or data message will prevail.
- 6.10 Continued breach of the evidentiary and record procedures set forth in this Clause will not invalidate the Transactions entered into, but, may entail breach to the Master Agreement pursuant to **Section 10.1.3, Clause 10 - Events of Default** hereunder.
- 6.11 When entering into Transactions the Parties must take into account the Annexes to the Master Agreement concerning Swap Transactions, Cross Currency Swap Transactions, FX Forward Transactions, Forward Rate Agreements (FRA) and Option Transactions.
- 6.12 For purposes of the Master Agreement the Parties may amend any draft Confirmations included herein as to particular conditions of the relevant Transaction.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Likewise, other draft Confirmations arisen from new types of Transactions previously agreed by the Parties may become a part of the Master Agreement.

6.13 Any violation to the procedure provided in this Clause or any controversy relating the Confirmations, will give rise to enforcement of **Clause 12 - Arbitration Clause** hereunder.

### **Clause 7. Set-off**

If the Parties are debtors one to the other, any obligations existing between them as a result of this Master Agreement will be settled in accordance with the terms of Articles 1714 et. al. of the Civil Code (*Código Civil*) and Article 2.7.1.7 of Resolution 400 of 1995 (*Resolución 400 de 1995*) of the Superintendency of Securities of Colombia (*Superintendencia de Valores de Colombia*) (presently, Colombian Financial Superintendency - *Superintendencia Financiera de Colombia*), as agreed by the Parties under the Schedule or the relevant Confirmation.

The set-off provided herein will apply:

7.1 By virtue of law, in the terms of Articles 1714 et. al. of the Civil Code (*Código Civil*), even under the Early Liquidation and Early Termination Procedures, should Colombian regulations so permit and notwithstanding of public policy provisions then in force;

7.2 Provided that it refers to obligations that are liquid, enforceable and payable in expendable properties such as money or securities; it being understood that such obligations are legally enforceable as from the date when valuation of the amount payable by one Party to the other is determinable according to the terms and conditions agreed for compliance of the relevant Transaction;

7.3 Irrespective of the compliance mode and the agreed Currency of payment; and

7.4 Among obligations originated in Transactions entered into under the Master Agreement and, as expressly provided in the Schedule, with respect to Designated Transactions.

### **Clause 8. Guarantees**

The Parties agree that any Transactions entered into under the Master Agreement Documents, might involve Guarantees granted by the Parties or third parties for the benefit of the Parties. The nature and conditions applicable to Guarantees will be agreed in the Schedule or the Confirmation signed in furtherance of the Master Agreement.

Guarantees may be, *inter alia*, stock securities, equity securities, money or tradable products





This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

and goods, consistently with their investment regime and by laws of the relevant Party.

Guarantees may be subject to requirements such as a Minimum Agreed Amount, as agreed in the Schedule or the Confirmations. Failing to reach an agreement as to the Minimum Agreed Amount, the Initial Guarantee Amount will be taken into account for all purposes.

Guarantees may be accounted in the calculations and payments made under Early Liquidation and Early Termination Procedures, as provided in applicable rules.

To the extent that Colombian laws so permit, Guarantees granted by the Parties (whether directly or through third parties) may not be subject to seizure orders, seizures, or other precautionary measure; likewise, pending compliance of the obligations arisen from Transactions entered into under the Master Agreement, Guarantees may not be subject to administrative or judicial measures to prevent enforcement thereof.

#### **Clause 9. Recouping**

In the Schedule or the Confirmation the Parties may agree that Recouping will apply to all or some of the Transactions.

The Calculation Agent will be responsible for calculating the Recouping Amount and other valuations required on occasion of Recouping Events, and must submit a report setting out the criteria used for calculating the Recouping Amount.

Calculations must be made and reported by the Calculation Agent no later than within two (2) Business Days following the Recouping Date. Once the Recouping Amount is reported, the debtor Party must effect all payments no later than within two (2) Business Days thereafter.

Any amendments to the financial conditions agreed in connection to Transactions entered into and subject to Recouping, must be documented through a new Confirmation in the terms of **Clause 6 – Confirmations** hereunder. Such Confirmation will make reference to the date of the Transaction initially entered into and the relevant Confirmation number; it will be expressly asserted that, as a consequence of the Recouping, the new Confirmation supersedes the Confirmation initially signed by the Parties.

A Recouping may be subject to certain conditions such as Minimum Transfer Amounts and Rounding.

#### **Clause 10. Events of Default**

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**10.1 Events of Default.** Occurrence of any of the following events will be deemed Events of Default attributable to one of the Parties, provided these remain unremedied throughout Grace Periods, if any are agreed:

10.1.1 Failure to comply with the payment or delivery obligations provided hereunder in **Clause 5 - Transactions Compliance** or any other payment or delivery obligation provided in the Master Agreement Documents, if such failure remains unremedied for two (2) Business Days, counted as from the Compliance Date or the date when the payment or delivery should have been made.

10.1.2 Substantial inaccuracy and imprecision regarding this Master Agreement or an obligation hereunder, of the representations made by the relevant Party or any of its Guarantors, including substantial inaccuracy or imprecision attributable thereto in connection to **Clause 3 - Representations** hereunder, or **Clause 1 - Additional Representation of the Parties** of the Schedule, if such inaccuracy or imprecision remains unremedied for five (5) Business Days, counted as from such Party's receipt of a notice on the occurrence of the event.

10.1.3 Failure to comply with any of the obligations arisen under the Master Agreement (other than payment or delivery obligations that will be governed by **Section 10.1.1** hereof), including failure to comply with the relevant Party's obligations provided hereunder in **Clause 4 - Agreements of the Parties; Sections 6.7 and 6.8 of Clause 6 - Confirmations**; and, **Clause 2 - Additional Obligations of the Parties** of the Schedule, or the occurrence of a Material Adverse Event attributable to any of the Parties, if such failure remains unremedied for five (5) Business Days, counted as from such Party's receipt of a notice on the occurrence of the event.

10.1.4 Failure to comply with the obligations arisen under the Recouping, other than failure to comply with the payment or delivery obligations that will be governed by **Section 10.1.1** hereof, including either of the Parties' failure to comply, when acting as Calculation Agent, with its obligation to make or report calculations in conformity with **Clause 9 - Recouping** of the Master Agreement and **Clause 5. Recouping** of the Schedule, if such failure remains unremedied for five (5) Business Days, counted as from such Party's receipt of a notice on the occurrence of the event.

10.1.5 Failure by the Party or its Guarantor to comply with an obligation concerning the Guarantee, including any of the events listed below:

10.1.5.1 Failure to establish the Guarantee;

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

- 10.1.5.2 Failure to comply aMargin Callifthe Guarantee valuefalls in apercentageof at least 5% on a givenday, vis-à-vis theMinimum Agreed Amount of the Guaranteeand,if none has been agreedin the Scheduleorinthe Confirmation of the relevant Transaction, vis-à-vis the Initial Guarantee Amount;
  - 10.1.5.3 Extinction ofthe Guarantee, for any reason whatsoever, prior to theCompliance Dateorto theextinctionofobligations, without prior and written consentfromthe Partythat is beneficiary ofthe Guarantee;
  - 10.1.5.4 Filing by the Defaulting Party, the Guarantor or a third party of a court or out-of-courtclaim in connection to theGuarantee validity.
- In any of the above-stated events, it will be deemed that anEvent of Default has occurred, if it remains unremedied for five (5) Business Days,counted as from the receipt of a notice on the occurrence of the eventorMargin Call, as the case may be.
- 10.1.6 To theextent applicableunderColombianlaws, admission or submission ofthe relevant PartyoritsGuarantorto proceedings of: arrangement of creditors' rights (*procesoconcursal*) or insolvency; judicial winding-up or liquidation; takeover by the regulator (*toma de posesión*),whether for management or liquidation purposes; bankruptcy or any otherinjunction applicable to individuals (whether merchants or not), or any other court injunction precautionary order if the relevant Party or its Guarantor is an entity subject to supervision by the Colombian Financial Superintendency(*SuperintendenciaFinanciera de Colombia*) or other government agency; or, any other court or out-of-court proceedings likely to cause seizure or auction of a substantial portion of the properties owned by the relevant Party or its Guarantor.
  - 10.1.7 Extinctionof the relevant Party's legal statusorthe legal or voluntary winding-upthereof.
  - 10.1.8 Failure by theAffected Partyto notifythe Non-affected Partyas to occurrence of aTermination Eventpursuant to**Clause 11 -Termination Events**hereunder,within five (5) Business Daysfollowingthe datewhen suchconcerned eventoccurred.
  - 10.1.9 Occurrence of any otherEvent of Defaultagreedby the Partiesunder**Clause 9 -Further Events of Default**of the Schedule, in connection to oneof the PartiesoritsGuarantors, in thetermstherein agreed. If aspecific procedureregarding notification,enforceabilityorconditions of aGrace Period is not agreed upon, it will be deemed that anEvent of Defaulthas occurred if itremains unremediedfor five (5)

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Business Days, counted as from such Party's receipt of a notice on the occurrence of the event.

- 10.2 Default Date. For all purposes, the Default Date will be: (i) the Business Day immediately after the expiration of the Grace Period, if applicable, or (ii) the Business Day when the Event of Default occurred, in absence of a Grace Period.
- 10.3 Effects from the occurrence of an Event of Default. Upon occurrence of an Event of Default the steps below will be followed:
- 10.3.1 The Non-defaulting Party must notify the Defaulting Party that, as a consequence of the relevant Event of Default, the Early Liquidation Procedure will apply to every Transaction entered into under the Master Agreement, unless the Parties agree otherwise.
- 10.3.2 Deadline of Transactions entered into under the Master Agreement and subject to Early Liquidation Procedure will expire in advance.
- 10.3.3 Payment or delivery obligations provided in **Clause 4 -Agreements of the Parties** will be enforceable, with respect to Transactions entered into under the Master Agreement and subject to Early Liquidation Procedure.
- 10.3.4 The Default Date will be basis date to be used to make all relevant calculations and will trigger the Early Liquidation Procedure of Transactions entered into under the Master Agreement that are subject to Early Liquidation Procedure; taking into account that the Non-defaulting Party will not be obliged to meet its obligations while the Defaulting Party fails to meet its own.
- 10.3.5 In the event where a Transaction subject to Early Liquidation Procedure uses as reference a Currency other than Pesos, the Calculation Agent will use as reference the index applicable on the Business Day of the Default Date to determine its value in Pesos, considering the Source stated in the Confirmation.
- 10.3.6 Upon completion of the relevant calculations the Total Liquidation Amount will be paid or delivered within two (2) Business Days following the date when the Calculation Agent submitted the report referred to in **Section 10.4.2.2** hereof.
- 10.3.7 In case of default, default interest will accrue, for each day of delay from the Default Date, at the maximum legal rate according to the applicable rules. Notwithstanding the above, where an Event of Default relates to a payment or delivery obligation, default interest will accrue from the Compliance Date of the relevant Transactions.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

As to declaration of the status of default, the Parties waive the filing for a judicial summon.

**Paragraph.** In the event where two or more Events of Default occur simultaneously, the procedure provided in this Clause will apply for the Event of Default with the shortest Grace Period, if any.

#### 10.4 Early Liquidation Procedure in case of an Event of Default.

10.4.1 The Early Liquidation Procedure will trigger calculation of the Total Liquidation Amount, which will be equivalent to the algebraic addition of:

10.4.1.1.1 The Replacement Value for the Non-defaulting Party (as determined by the Calculation Agent) for each Transaction under the Early Liquidation Procedure; it being understood that, to determine the Total Liquidation Amount, (i) any amount that would have been payable by the Non-defaulting Party to the Reference Counterparty, in calculating the Replacement Value, will be accounted as a positive number for the Non-defaulting Party and, as a negative number for the Defaulting Party and (ii) any amount that would have been payable to the Non-defaulting Party by the Reference Counterparty, in calculating the Replacement Value, will be accounted as a negative number for the Non-defaulting Party and, as a positive number for the Defaulting Party; plus

10.4.1.1.2 Every Other Replacement Costs; plus

10.4.1.1.3 Every Amount Unpaid to the Non-defaulting Party; less

10.4.1.1.4 Every Amount Unpaid to the Defaulting Party.

If the amount payable, according to the procedure provided in **Section 10.4.1**, is positive, the Defaulting Party will pay such amount to the Non-defaulting Party; if the resulting payable amount is negative, the Non-defaulting Party will pay the absolute value of such amount, to the Defaulting Party.

10.4.2 Obligations of the Calculation Agent as to the Early Liquidation Procedure:

10.4.2.1 The Calculation Agent will make all calculations provided in this Clause within eight (8) Business Days following the Default Date, as appropriate.

10.4.2.2 Upon expiry of the deadline to make calculations, the Calculation Agent must submit to the other Party, or to both thereof if

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

the Calculation Agent is a third party, a report setting out the criteria used for calculating the Total Liquidation Amount.

- 10.4.2.3 When the Calculation Agent is one of the Parties and it fails to make or report calculations pursuant to this Clause within eight (8) Business Days following the Default Date, the Calculation Agent will be the other Party or a third party designated to that effect pursuant to the criteria set out hereunder in **Section 15.1, Clause 15 - Miscellaneous Provisions**. When the Calculation Agent is a third party designated by both Parties, they must adopt actions in view of the non-compliance by the Calculation Agent.

## **Clause 11. Termination Events**

**11.1 Termination Events.** Occurrence of any of the following events with respect to one or both Parties (the "Affected Party") will be deemed Termination Events:

- 11.1.1 Entry into, in writing, an early termination agreement.
- 11.1.2 In the case of individuals, death or interdiction that render impossible for an Affected Party to fulfill its obligations under the Master Agreement Documents.
- 11.1.3 Continuance of a proven event beyond eight (8) Calendar Days that renders impossible for an Affected Party to fulfill its obligations under the Master Agreement Documents, as a result of a natural or man-made disaster, an armed conflict, a terrorist act, a strike or any other *force majeure* or Act of God.
- 11.1.4 Downgrading of the Affected Party's Credit Rating agreed in the Schedule, due to Change of Control, merger, spin-off, transformation, assets and/or liabilities assignment, or by any reorganization. When the Affected Party is not subject to Credit Rating, occurrence of the event provided by the Parties in the Schedule, as the case may be.
- 11.1.5 Downgrading of the Affected Party's Credit Rating by two notches below the rating existing by the time when the Transaction was entered into. When the Affected Party is not subject to Credit Rating, occurrence of the event provided by the Parties in the Schedule, as the case may be.
- 11.1.6 Admission to a proceeding of arrangement of creditors' rights (*proceso concursal*), insolvency or an injunction relating mandatory winding-up of the issuer of Securities that are Underlying Assets of the Transactions. In such case, it will be deemed that



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

both Parties are Affected Parties, unless the issuer is an Affiliate of either of the Parties, in this case, it will be deemed that the Affected Party is the Party Affiliated to the issuer.

- 11.1.7 Amendment or adoption, subsequent to the Agreement Date of a given Transaction, of new legal or regulatory provisions applicable to such Transaction or official amendment on the judicial or administrative interpretation of provisions applicable thereto, in a manner that renders prohibited or illegal for the Parties or Guarantors to make or receive outstanding payments or deliveries under the relevant Transaction or the Guarantee or to perform other obligations under the Transaction or the Guarantee. In such case, it will be deemed that both Parties are Affected Parties, unless specific circumstances indicate otherwise.
- 11.1.8 Amendment or adoption, subsequent to the Agreement Date of a given Transaction, of new legal or regulatory provisions applicable to taxation issues or amendment by the competent authorities to the interpretation of taxation rules applicable to the Transactions, the direct consequence of which is a substantial increase on the tax burden of the Parties or its Guarantors. In such case, it will be deemed that both Parties are Affected Parties, unless specific circumstances indicate otherwise.
- 11.1.9 Any other Termination Event agreed by the Parties under the Schedule with regard to the Parties or its Guarantors.
- 11.2 Termination Date. For all purposes, the Termination Date will be: (i) the Business Day when the Affected Party notifies the Non-affected Party as to occurrence of a Termination Event; (ii) if two Affected Parties exist, the Termination Date will be the Business Day when either of the Parties notifies the other as to occurrence of the Termination Event; and (iii) in the event of death or interdiction of an individual, the Termination Date will be the Business Day when the death occurs or when the interdiction injunction becomes final with regard to the relevant Party.
- 11.3 Effects from the Termination Events. Upon occurrence of a Termination Event the steps below will be followed:
  - 11.3.1 The Affected Party must notify the Non-affected Party as to occurrence of the relevant event, no later than five (5) Business Days following the occurrence date. If two Affected Parties exist, either of the Parties may deliver such notification to the other Party.
  - 11.3.2 In the event where the Affected Party fails notifying the Non-affected Party within five (5) Business Days following the date of occurrence of such event and, if such event is one where only one of the Parties is an Affected Party, it will be deemed



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

that the Affected Party has incurred in the Event of Default set out hereunder in **Section 10.1.8 of Clause 10 - Events of Default**, solely subject to notification thereof by the Non-affected Party and without grounds for a Grace Period.

- 11.3.3 Occurrence of a Termination Event will give rise to the Early Termination Procedure solely with respect to the Affected Transactions; the above, with the exception of **Sections 11.1.2, 11.1.3, 11.1.4 and 11.1.5** hereof, in which case the Early Termination Procedure will affect every Transaction entered into under the Master Agreement, unless the Parties agree otherwise, in accordance with the provisions of this Clause.
- 11.3.4 The deadline of Transactions entered into under the Master Agreement and subject to Early Termination Procedure will expire in advance.
- 11.3.5 Payment or delivery obligations provided hereunder in **Clause 4 - Agreements of the Parties**, with respect to Transactions subject to Early Termination Procedure, will be enforceable.
- 11.3.6 The Termination Date will be the basis date to be used to make all relevant calculations and will trigger the Early Termination Procedure of Transactions entered into under the Master Agreement; taking into account that the Non-affected Party will not be obliged to meet its obligations while the Affected Party fails to meet its own.
- 11.3.7 In the event where a Transaction subject to Early Termination Procedure uses as reference a Currency other than Pesos, the Calculation Agent will use as reference the index applicable on the Business Day of the Termination Date to determine its value in Pesos, considering the Source stated in the Confirmation.
- 11.3.8 Upon completion of the relevant calculations the Total Termination Amount will be paid or delivered within two (2) Business Days following the date when the Calculation Agent submitted the report referred to in **Section 11.4.2.2** hereof.
- 11.3.9 In case of default, default interest will accrue, for each day of delay from the Termination Date, at the maximum legal rate according to the applicable rules. As to declaration of the status of default, the Parties waive the filing for a judicial summon.

**First Paragraph.** - If an event is both an Event of Default and a Termination Event, the Early Liquidation Procedure will apply to the Event of Default as provided in the Master Agreement, depending on the nature of such Event of Default.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**Second Paragraph.**-Upon occurrence of a Termination Event due to death or interdiction of an individual Affected Party, the notification duty referred to in **Section 11.3.1** hereof will not apply. Occurrence of such event will empower the Non-affected Party to pursue the Early Termination Procedure with the person responsible for managing the assets of the deceased or interdicted, in full conformity with the applicable Colombian rules.

#### 11.4 Early Termination Procedure in the case of a Termination Event.

##### 11.4.1 Calculation triggered by the Early Termination Procedure.

11.4.1.1 One Affected Party. The Early Termination Procedure will trigger calculation of the Total Termination Amount, which will be equivalent to the algebraic addition of:

11.4.1.1.1 The Replacement Value for the Non-affected Party (as determined by the Calculation Agent) for each Transaction under the Early Termination Procedure; it being understood that, to determine the Total Termination Amount, (i) any amount that would have been payable by the Non-affected Party to the Reference Counterparty, in calculating the Replacement Value, will be accounted as a positive number for the Non-affected Party and, as a negative number for the Affected Party and (ii) any amount that would have been payable to the Non-affected Party by the Reference Counterparty, in calculating the Replacement Value, will be accounted as a negative number for the Non-affected Party and as a positive number for the Affected Party; plus

11.4.1.1.2 Every Other Replacement Costs; plus

11.4.1.1.3 Every Amount Unpaid to the Non-affected Party; less

11.4.1.1.4 Every Amount Unpaid to the Affected Party.

If the amount payable, according to the procedure provided in **Section 11.4.1.1**, is positive, the Affected Party will pay such amount to the Non-affected Party; if the resulting payable amount is negative, the Non-affected Party will pay the absolute value of such amount, to the Affected Party.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**11.4.1.2 Two Affected Parties.** The Early Termination Procedure will trigger calculation of the Total Termination Amount, which will be equivalent to the algebraic addition of:

**11.4.1.2.1** If there is a creditor Party or a Party which Replacement Value is a positive number ("Party X") and a debtor Party which Replacement Value is a negative number ("Party Y"), the Total Termination Amount will be:

**11.4.1.2.1.1** Half of the result of adding (i) the absolute value of "Party X" Replacement Value and (ii) the absolute value of "Party Y" Replacement Value  $[(\text{abs. (X)} + \text{abs. (Y)}) / 2]$ ; it being understood that, to determine the Replacement Value, (i) any amount that would have been payable by one of the Parties to the Reference Counterparty, in calculating the Replacement Value, will be accounted as a positive number for such Party and (ii) any amount that would have been payable to one of the Parties by the Reference Counterparty, in calculating the Replacement Value, will be accounted as a negative number for such Party; plus

**11.4.1.2.1.2** Every Amount Unpaid to Party X; less

**11.4.1.2.1.3** Every Amount Unpaid to Party Y.

**11.4.1.2.2** If there are two creditor Parties which Replacement Values are positive numbers; or two debtor Parties which Replacement Values are negative numbers, the Total Liquidation Amount will be:

**11.4.1.2.2.1** Half the difference between (i) the absolute value of "Party X" Replacement Value (the Party which Replacement Value is higher than the Replacement Value of the other Party, "Party Y"; or **Party A**, when the Replacement Value is the same for both Parties) and (ii) the absolute value of

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

"Party Y" Replacement Value  $[(\text{abs. (X)} - \text{abs. (Y)}) / 2]$ ; it being understood that, to determine the Replacement Value, (i) any amount that would have been payable by one of the Parties to the Reference Counterparty, in calculating the Replacement Value, will be accounted as a positive number for such Party and (ii) any amount that would have been payable to one of the Parties by the Reference Counterparty, in calculating the Replacement Value, will be accounted as a negative number for such Party; plus

11.4.1.2.2.2 Every Amount Unpaid to Party X; less

11.4.1.2.2.3 Every Amount Unpaid to Party Y.

If the amount payable in accordance with the procedure provided in **Sections 11.4.1.2.1** and **11.4.1.2.2** is a positive number, Party Y will pay such amount to Party X and, if negative, Party X will pay the absolute value of such amount to Party Y.

#### 11.4.2 Obligations of the Calculation Agent as to the Early Termination Procedure:

- 11.4.2.1 The Calculation Agent will make all calculations provided in this Clause within eight (8) Business Days following the Termination Date.
- 11.4.2.2 Upon expiry of the deadline to make calculations, the Calculation Agent must submit to the other Party, or to both thereof if the Calculation Agent is a third party, a report setting out the criteria used for calculating the Fair Exchange Price of any Transaction subject to Early Termination Procedure, as well as the Replacement Value and the total payable amount.
- 11.4.2.3 When the Calculation Agent is one of the Parties and it fails to make or report calculations pursuant to this Clause within eight (8) Business Days following the Termination Date, the Calculation Agent will be the other Party or a third party designated to that effect pursuant to the criteria set out

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

hereunder in **Section 15.1, Clause 15 -Miscellaneous Provisions**. When the Calculation Agent is a third party designated by both Parties, they must adopt actions in view of the non-compliance by the Calculation Agent.

## **Clause 12. Arbitration Clause**

Every dispute or controversy related to any of the Master Agreement Documents will be settled by an Arbitration Panel subject to the Rules of the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá (*Cámara de Comercio de Bogotá*) pursuant to guidelines set forth below:

12.1 The Arbitration Panel will be composed by three (3) arbitrators designated by the Parties by mutual agreement. Failing such agreement, arbitrators will be designated by the Arbitration and Conciliation Center of the Chamber of Commerce of Bogotá (*Cámara de Comercio de Bogotá*), upon request of either Party.

12.2 The Arbitration Panel will render its award at-law in due submission to Colombian laws.

**Paragraph.-** Jurisdiction and competence to settle any dispute or controversy related to executory proceedings (*procesos ejecutivos*) relating the Master Agreement Documents will be exclusively vested upon courts of the Republic of Colombia.

## **Clause 13. Notices**

Any notices or other communication under the Master Agreement Documents must be given by written or electronic documents sent to the address, facsimile number, e-mail or electronic messaging system provided in the Schedule. Effectiveness and proof of such notices will be subject to the following rules:

13.1 Notices delivered in person will be effective when delivered to the other Party and will be proven through return receipt.

13.2 Notices sent by facsimile transmission will be effective and proven through the relevant facsimile transmission report.

13.3 Notices sent by electronic mail or any other electronic messaging system will be deemed effectively delivered when received by the recipient and will be proven through return receipt of the relevant message.

13.4 Notices sent by mail will be deemed effective when received by the recipient and proven through the voucher evidencing delivery of the certified mail.

**27**

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Notices relating Events of Default and Termination Events must state the reasons underlying the occurrence of an Event of Default or a Termination Event and, likewise, when appropriate, the decision to implement Early Liquidation or Early Termination Procedures must be disclosed.

Notices relating rights or obligations enforceable on a day that is not a Business Day, will be given no later than the Business Day immediately thereafter, in accordance with Article 62 of Law 4 of 1913 (*Ley 4 de 1913*), amended by Law 19 of 1958 (*Ley 19 de 1958*) (Political and Municipal Regime).

#### **Clause 14. Definitions**

All capitalized definitions contained in Chapter XVIII of Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*) issued by the Colombian Banking Superintendency (*Superintendencia Bancaria de Colombia*) (presently, Colombian Financial Superintendency – *Superintendencia Financiera de Colombia*), in Resolution 400 of 1995 (*Resolución 400 de 1995*) of the General Chamber of the Superintendency of Securities of Colombia (*Sala General de la Superintendencia de Valores de Colombia*) (presently, Colombian Financial Superintendency – *Superintendencia Financiera de Colombia*) as amended, *inter alia*, by External Circulars 25 and 49 of 2008 (*Circular Externa 25 y 49 de 2008*) issued by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*) and Decree 1796/2008 (*Decreto 1795 de 2008*), as amended, will be deemed incorporated by reference to the Master Agreement Documents. Furthermore, capitalized terms will have the meanings set out below and will apply to both singular and plural:

**Affiliate** means a company within the same corporate group duly registered with the Chamber of Commerce (*Cámara de Comercio*) which status is that of a parent or subordinate company and, furthermore, with a unified purpose and management within the meaning of Article 28 of Law 222 of 1995 (*Ley 222 de 1995*), as amended.

**Calculation Agent** means the Party or third party responsible for making calculations to quote or assess benefits or amounts payable or deliverable under the Recouping or the Early Liquidation or Early Termination Procedures as provided in the Master Agreement Documents.

**Credit Rating** means each Party's Credit Rating granted by a credit rating agency subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*) or by an internationally recognized rating agency.

**Change of Control** means a Party's change of control, taking into account the notion of a parent, subordinate and/or controlling entity as provided in Articles 260-261 of the Commercial Code (*Código de Comercio*), Article 28 of Law 222 of 1995 (*Ley 222 de 1995*) and paragraph 2, Chapter X



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

of the Basic Accounting and Financial Circular (*Parágrafo 2 del Capítulo X de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*) issued by the Colombian Banking Superintendency (*Superintendencia Bancaria de Colombia*) (presently, Colombian Financial Superintendency - *Superintendencia Financiera de Colombia*), as amended, or any other applicable regulation consistent with the Parties' nature.

**Confirmation** means a document issued by **Party A** and accepted by **Party B** according to the Master Agreement and therein identifying the financial conditions of each Transaction previously agreed by the Parties.

**Calendar Day** means a twenty-four (24) hours day in the civil calendar.

**Business Day** means a day when Colombian financial entities are permitted to process Transactions:

- (i) With regard to a payment obligation under the Transactions, in the place or places designated to make payments under the relevant Confirmation; and
- (ii) With regard to communications or notices referred to hereunder in **Clause 13 - Notices**, in the place designated in the Schedule. For the purposes of the Master Agreement and the Confirmations it will be deemed that a Saturday, Sunday or a Holiday in Colombia is not a Business Day.

**Foreign Currency** means a currency other than Pesos in which Transactions are permitted pursuant to regulations applicable and effective on the date when the relevant Transaction is entered into. It will be understood that Currencies not defined in the Master Agreement are Currencies permitted as Underlying Assets for the Transactions provided in Article 72 of External Resolution 8 of 2000 (*Resolución Externa 8 de 2000*) of the Central Bank (*Banco de la República*) and Section 8 of External Regulatory Circular DODM – 144 (*Circular Externa Reglamentaria DODM – 144*) of the Central Bank (*Banco de la República*), as amended, i.e., a foreign currency generally listed under international information systems designated by the Central Bank (*Banco de la República*).

**Dollars or USD** means Dollars of the United States of America.

**DTF** (fixed rate deposit rate) means an index that reflects weighted average effective rates payable by bank entities, financial corporations and commercial financing companies on ninety-day deposits, certified by the Central Bank (*Banco de la República*) and denominated in annual effective terms. In the event where DTF is suppressed or ceases to exist and such index is being used as a reference to liquidate a Transaction, it will be replaced with an index that the Parties select



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

by mutual agreement and, failing such agreement, with an index selected by a third party designated by both Parties.

**Material Adverse Effect** means an act, factor or omission that in reasonable opinion of the Parties affects or is likely to affect, both significantly and negatively:

- (i) The other Party's business, assets, operations or financial condition or otherwise; and/or
- (ii) The other Party's ability to meet its obligations under the Master Agreement Documents.

**Foreign Exchange Event** means any amendment to the Colombian foreign exchange regime or an event of *force majeure* or Act of God, the action of an authority, a law, decree, resolution and, generally, the enactment of rules or regulations in Colombia or the relevant country, relating to the Currency in which the Transaction is being negotiated or settled, and likely to prevent or significantly affect delivery of the concerned Foreign Currency or Pesos and involving the obligation of settling the Transactions - by means of Set-off - in Foreign Currency or Pesos, as the case may be.

**Event of Default** means any of the events described hereunder in **Clause 10 -Events of Default**.

**Event of Recouping** means any of the events that the Parties mutually agree under the Schedule or the Confirmation to give rise to Recouping, including:

- (i) Definition of Recouping Dates; or
- (ii) Excesses over the Threshold.

**Termination Event** means any of the events described in **Clause 12 -Termination Events**.

**Agreement Date** means, with regard to a Transaction, the date when the Parties, through its Authorized Officers, agree through Verifiable Media the terms and conditions concerning such Transaction.

**Compliance Date** means, as to “Delivery” Transactions, the date set to deliver the Underlying Assets and, as to financial or “Non Delivery” Transactions, the date set for netting and payment of the resulting value.

**Default Date** means the date of occurrence or notification of an Event of Default contemplated in the Master Agreement.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

**Initial Date** means the date when a Transaction will first produce its intended effects.

**Recouping Date** means the dates identified in the Schedule or the Confirmation, when the Recouping Amount will be calculated.

**Price Adjustment Date** means, with regard to Confirmations, the date to make calculations and liquidations to settle a Transaction.

**Execution Date** means, with regard to the Master Agreement, the Schedule, the Confirmation and each of the Documents, the date when the Parties sign the relevant document. In the event where both Parties sign the document on different dates, it will be understood that the Execution Date is the date when the last Party signed the document.

**Termination Date** means the date of occurrence or notification of a Termination Event contemplated in the Master Agreement.

**Expiry Date** means the final day of the deadline applicable to every Transaction.

**Source** means any mechanism or person identified by the Parties in the Confirmation from which the Calculation Agent must procure information to determine amounts and benefits payable by each Party with respect to a Transaction, and that the Parties must take into consideration in conducting periodic valuations of the relevant Transaction. Sources may be, among others:

- (i) A private or government publication;
- (ii) An electronic data system or media;
- (iii) A supplier of information of the securities market; or
- (iv) Any other person or media designated by the Parties. In the event where the Source ceases to exist or fails providing information to the Calculation Agent, the alternative Source will be, in principle, the system or means that replace the Source initially agreed and, if such alternative Source does not exist, at the Calculation Agent's option, a similar system or publication or a financial institution that is not an Affiliate of the Parties.

**Authorized Officer** means, with regard to each Party, each of the Authorized Officers that such Party authorizes to enter into Transactions and to sign Confirmations; the Authorized Officers are listed in the relevant Annexes.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

**Guarantor** means any of the Parties or a third party that provides a Guarantee to secure a Transaction entered into under the Master Agreement.

**Guarantee** means a security interest or a personal security granted by a Guarantor with regard to obligations of either of the Parties under the Master Agreement or one or more Transactions.

**RBI** means the Reference Bank Indicator administered and published by the Central Bank (*Banco de la República*), in accordance with Regulatory Circular DODM-305 (*Circular Reglamentaria DODM – 305*) of the Central Bank (*Banco de la República*) (Operative Manual for the Administration of the Reference Bank Indicator - *Manual Operativo para la Administración del Indicador Bancario de Referencia*), as amended.

**Unpaid Amount** means, with regard to one or more Transactions subject to Early Liquidation or Early Termination Procedure, the aggregation of amounts described below, provided that they have not been included in the calculation of the Replacement Value or of Other Replacement Costs:

- (i) Amounts of money owed on or before the Default Date or the Termination Date, as the case may be, which payment has not been made on or before the Default or Termination Date, including moneys owed by reason of Designated Transactions, when so is agreed under the Schedule; plus
- (ii) With regard to Transactions entered for Delivery, the price of Underlying Assets non-delivered on the Default Date or the Termination Date, as the case may be.

**Index** means a benchmark that serves as guide to liquidate a Transaction, i.e., DTF, TRM, Libor, CPl or any other benchmark agreed by the Parties, as stated in the relevant Confirmation. When an Index is suppressed or ceases to exist and such index is being used as benchmark to settle a Transaction, it will be replaced with a replacement Index or an Index selected by mutual agreement of the Parties.

**Liquidation** means a calculation by the Calculation Agent to determine payments owed by one of the Parties to the other on the Compliance Date or any other date, as provided in the Confirmation.

**Margin Call** means a request whereby a Party requests that the other deliver an Initial or Additional Guarantee to satisfy the Initial Guarantee Amount or the Guarantee Minimum Agreed Amount, as provided in the Schedule or the Confirmation.

**Verifiable Media** means a mechanism that allows the reliable record of the timing and key data relating to a negotiation and entry into of Transactions. These means will be, among others, a call-recording telephone, written media or other means for electronic data exchange.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

**Valuation Methodologies** means all methods for valuing Transactions, as defined in regulations existing by the time of entry or any other methodology adopted by **Party A** and non-objected by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*).

**Currency** means Pesos, Dollars or any Foreign Currency, as provided in the Master Agreement.

**Recoupons Amount** means the amount resulting from calculating Fair Exchange Price to one or more Transactions, by reason of the agreement of a Recoupons clause under the Schedule or the Confirmation.

**Minimum Transfer Amount** means the amount of money agreed between the Parties under the Schedule or the Confirmation, which will underlie payment of the Recoupons Amount. To that end, if the outcome from the calculation of the Fair Exchange Price of one or more derivative financial instruments exceeds the Threshold agreed by the relevant Party but is lesser than the Minimum Transfer Amount, no Recoupons Amount will be paid.

**Total Liquidation Amount** means the total amount payable under the Early Liquidation Procedure provided hereunder in **Section 10.4.1, Clause 10 -Events of Default**.

**Total Termination Amount** means the total amount payable under the Early Termination Procedure provided hereunder in **Sections 11.4.1.1 and 11.4.1.2, Clause 11 -Termination Events**.

**Level or Notch** means each rating grade used by a credit rating agency subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*) or by an internationally recognized rating agency.

**Affected Transaction** means any Transaction where one of the Parties notifies the other the occurrence of a Termination Event as provided in the Master Agreement.

**Transaction** means a transaction entered into with derivative financial instruments, which can be used to purchase or sell Underlying Assets in the future, such as Foreign Currencies or Securities, Interest Rates or Stock Indexes.

Transactions subject to the Master Agreement are, initially, the following:

- (i) Forwards;
- (ii) Options;
- (iii) Forward Rate Agreements or FRAs;
- (iv) Swaps; and

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

Every other transaction resulting from the combination of the above-described transactions, including transactions with derivative financial instruments permitted or defined under the applicable regulations.

**Non-Delivery Transaction** means a Transaction, where the Parties agree that liquidation and settlement will take place by netting payable amounts and by paying the final net amount, rather than through delivery of Underlying Assets.

**Delivery Transaction** means a Transaction, where the Parties agree that settlement will be by delivery of Underlying Assets in accordance with the existing provisions.

**Designated Transaction** means an obligation arising from a transaction agreed between the Parties, irrespective of the Transactions entered into under this Master Agreement, including, loan or borrowing transactions, draft acceptances, sureties and other guarantees, letters of credit, bill discounting and repo transactions, and other concurrent transactions and temporary transfers of securities, as well as any other agreed by the Parties.

**Defaulted Transaction** means a Transaction where one of the Parties notifies the other Party the occurrence of an Event of Default as provided in the Master Agreement.

**Other Replacement Costs**, regarding to every Transaction subject to Early Liquidation or Early Termination Procedure, means losses or costs excluded from the calculation of the Replacement Value and directly incurred or assumed by the Non-defaulting Party or the Non-affected Party.

**Affected Party** means a Party affected by a Termination Event pursuant to the Master Agreement and, therefore, sustaining the alleged Termination Event.

**Non-defaulting Party** means a Party that has not incurred in any Event of Default pursuant to the Master Agreement.

**Defaulting Party** means a Party whose actions, whether directly or through a Guarantor, constitute an Event of Default.

**Non-affected Party**, contrary to an Affected Party, means a Party that is not affected by a Termination Event and, therefore, is the Party alleging the Termination Event.

**Parties** mean, collectively, **Party A** and **Party B**, or individually, a “Party”.

**Grace Period** means a period designated to remedy Events of Default or Termination Events, where the Early Liquidation or Early Termination Procedures, as appropriate, will not apply.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

**Pesos** means the legal currency of the Republic of Colombia.

**Fair Exchange Price (Justo Precio de Intercambio)** means the price identified under Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*) issued by the Colombian Banking Superintendency (*Superintendencia Bancaria de Colombia*) (presently, Colombian Financial Superintendency - *Superintendencia Financiera de Colombia*), as amended,

**Transaction Price** means the value or rate agreed by the Parties by the time of entering into a Transaction; such price is used to liquidate the relevant Transaction, (i.e. FRA Rate, Swap Rate, Forward Rate and Enforcement Rate). Payment of the Transaction Price and delivery of Underlying Assets will be made concurrently, except in the case of Non-Delivery Transactions.

**Business Reorganization Proceedings** means a proceeding that seeks an agreement to preserve viable businesses and standardization of commercial and credit relationships by means of reorganization of operations, administration, assets and liabilities; furthermore, the definition set forth in Article 1, Law 1116 of 2006 (*Ley 1116 de 2006*), as amended, is incorporated hereto by reference.

**Recouping** refers to (i) any modification to the financial conditions of one or more Transactions upon occurrence of an Event of Recouping and (ii) payment of a determined amount or “Recouping Amount” resulting from the calculation of the Fair Exchange Price applicable to one or more Transactions, prior to the Expiry Date, and as often as agreed by the Parties and/or when achieving or exceeding the Threshold provided for each Party.

**Rounding** means the rounding – whether upward or downward - of the number determined as Recouping Amount (exceeding the Minimum Transfer Amount) to the amount agreed by the Parties in the Schedule or the Confirmation. Following the Rounding, the outcome will be the amount payable by the Party subject to Recouping.

**Underlying Asset** means the asset, rate or index that serves as basis to perform the Transaction and which price movement determines the Derivative value, such as, Interest Rate, Dollars or peso-dollar exchange rate, stock index or Securities.

**Schedule** means the documents signed by the Parties in order to amend, modify or supplement any clauses of the Master Agreement.

**Interest Rate** means a fixed or variable rate indicating the cost of a credit or the return on an investment that is remunerated through payment of interest. Interest Rates may be expressed through indexes such as DTF, RBI, UVR (actual value unit) or CPI or any other index reflecting an interest rate mutually agreed upon.



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

**Default Interest Rate** means an interest rate applicable on monetary obligations in case of default, subject to legal limitations as provided in the relevant Schedule or Confirmation. Failing the designation of the Default Interest Rate, the maximum rate permitted by law for the concerned obligation will apply, in accordance with the applicable regulations.

**Libor Rate** means, with regard to a particular date and principal amount, the annual interest rate (approximated upwards, if necessary, to the closest one sixteenth of one percent (1/16 of 1%)) provided by the British Bankers Association (BBA) and published on the Reuters Financial Information System (currently, USDRECAP) or Bloomberg (i.e. US0006M <INDEX>) and, if not published therein, on any other page providing such services in lieu of the mentioned system.

**Market Representative Foreign Exchange Rate or TRM or TCRM** means the rate identified in Article 80 of External Resolution No. 8 of 2000 (*Resolución Externa 8 de 2000*) of the Central Bank (*Banco de la República*), calculated, certified and published by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*). In the event where the TRM is suppressed or ceases to exist and such rate is being used as reference to liquidate a Transaction, it will be substituted with a replacement rate, or failing such rate, with the average foreign exchange rate published at one in the afternoon (1:00 p.m.) on the Compliance Date, on the transactional system being used to trade Dollars in the professional market. Failing the latter, the reference rate or Index will be the average quoting rate of three (3) banks (including the Calculation Agent), that in the sole discretion of the Calculation Agent pursuant to objective, impartial and reasonable criteria, are most active in the Dollar market and locally rated AAA or internationally rated AA+ or equivalent.

**Threshold** means the ceiling amount of a loss in value that will be determined when calculating the Fair Exchange Price of one or more Transactions and that will apply with regard to Recouping. Threshold may be a fixed amount or a percentage determined in relation to each Party's equity, or in relation to a variable agreed by the Parties, and will be stated on case-by-case basis in the Schedule or the Confirmation.

**Security** means every negotiable right that is part of an issuance, if its purpose or effects is the raising of funds from the public, according to Article 3 of Law 964 of 2005 (*Ley 964 de 2005*) as amended.

**Replacement Value** means, with regard to one of the Parties, the best possible value for which such Party might enter into a transaction similar to the Defaulted Transaction or the Affected Transaction, under market conditions prevailing on a given date and with an unrelated party (the “Reference Counterparty”).



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**Initial Guarantee Amount**, should Guarantees are agreed as a requisite to enter into Transactions, the Initial Guarantee Amount means the amount agreed in the Schedule or, should specific Guarantees are agreed with respect to the concerned type of Transaction, the amount agreed in the Confirmation.

**Notional Values** should the Underlying Assets are:

- (i) Foreign Currency, means the amount thereof subject to the Transaction;
- (ii) Securities, means the face value of the Security or Securities involved in the Transaction;
- (iii) Interest Rate, means the amount on which such rate or Index will apply for the purposes of calculating interest flows or Set-off, in accordance with the relevant Confirmation.

**Minimum Agreed Amount of the Guarantees** should Guarantees are agreed as a requisite to enter into Transactions, the Minimum Agreed Amount of the Guarantee will be that agreed in the Schedule, when specific Guarantees are agreed with respect to such type of Transaction.

## Clause 15. Miscellaneous Provisions

15.1 Calculation Agent: Unless otherwise agreed in the Schedule or the Confirmation, the Calculation Agent will be **Party A**.

Notwithstanding the foregoing, for the purposes of designating the Calculation Agent the following criteria will be taken into account:

- 15.1.1 In the event where only one of the Parties is a credit institution, such Party will be the Calculation Agent;
- 15.1.2 In the event where both Parties are credit institutions, the Calculation Agent will be the Party designated as such under the Schedule or the Confirmation;
- 15.1.3 If the Affected Party or Defaulting Party is the party designated as Calculation Agent, the Non-defaulting or Non-affected Party - if a credit institution - will be the Calculation Agent, provided that it operates actively in the market where both the Underlying Asset and the Transactions subject to Early Liquidation or Early Termination Procedure, are traded; if it is not a credit institution, the Non-defaulting Party or the Non-affected Party must designate as Calculation Agent a credit institution that operates actively in the market where the Underlying Asset

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

and the Transactions subject to Early Liquidation or Early Termination Procedure, are traded; and

15.1.4 In the event where both Parties are Affected Parties, each thereof will act as Calculation Agent- if both are credit institutions- and, if one of them is not a credit institution, such Party must designate as Calculation Agent a credit institution that operates actively in the market where the Underlying Asset and the Transactions subject to Early Termination Procedure, are traded. Notwithstanding the foregoing, the Parties may determine that the Calculation Agent be a mutually agreed third party that is a credit institution and that operates actively in the market where both the Underlying Asset and the Transactions subject to Early Termination Procedure are traded.

The Calculation Agent must act in good faith and as diligently and professionally as an expert on financial matters.

If one of the Parties is the Calculation Agent, breach to its obligations or duties must be settled through the dispute settlement mechanism provided hereunder in **Clause 12 - Arbitration Clause**.

15.2 Authorized Officers: The Parties will act with utmost diligence and care to ensure that all Transactions agreed under the Master Agreement are negotiated, entered into and confirmed by Authorized Officers designated in the relevant Annexes. Regarding amendments to Annexes relating to Authorized Officers, the following rules will apply:

15.2.1 Pending a notification to the contrary, the other Party may validly assume that the persons included in the Annex relating to Authorized Officers hold the authorization therein provided, in accordance with Article 842 of the Colombian Commercial Code (*Código de Comercio*).

15.2.2 Updates or amendments to the Annex relating to Authorized Officers will be effective as from the Business Day following the notice in writing of such update or amendment to the other Party, pursuant to **Clause 13 - Notices** hereunder.

15.3 Verifiable Media: The Parties hereby authorize the use of any suitable media to store information and the magnetophonic tape recording of telephone conversations and other information exchanged through any means between the Parties for the entry into of the Transactions regulated in this Master Agreement or in connection therewith, generally, to perform the Master Agreement. Information so obtained (i) may be used by the Parties for evidentiary purposes, notwithstanding each Party's obligation not to disclose such information illicitly or fraudulently and without the prior and express consent from the

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

other or pursuant to an injunction from a court authority or any other competent authority; and (ii) will be conclusive evidence of the Transactions agreed. To that end, each of the Parties assumes that its counterparty has informed and obtained the consent of every officer, including, without limitation, Authorized Officers and those permitted from time to time, on the fact that Verifiable Media may be used as evidence in any judicial or administrative proceeding.

#### 15.4 Data messaging. Conditions relating messages delivery and reception:

15.4.1 SWIFT Messages: To the extent that the Parties so agree, they may document any Transactions by data messages delivered through the SWIFT System which for all legal purposes will be conclusive evidence of the facts therein documented, according to Article 10 of Law 527 of 1999 (*Ley 527 de 1999*), as amended. To that effect it will be understood that messages delivered and received by SWIFT originate from the relevant Party, provided the due compliance with all protocols set forth by the SWIFT System manager.

15.4.2 Data Transmission Networks: To the extent that the Parties so agree, they may document the Transactions by data messages delivered through data transmission networks, which in any event must be sufficiently reliable as to generation, storage and communication of data messages to meet all evidentiary requirements provided in Law 527 of 1999 (*Ley 527 de 1999*), as amended, and other concordant rules, including, without limitation, messages relating authenticity, originality, integrity and non-objection to the concerned information. Each Party will be responsible for implementing security measures as necessary or convenient to ensure reliability of the transmission networks used.

15.5 Personal data protection. The Parties hereby undertake to adopt all measures necessary or convenient to secure the protection of personal data and every other confidential information to which they have access pursuant to the Master Agreement and the Transactions and, to use such information solely for the intended purposes, subject, at all times to the requirements provided in the applicable regulations.

15.6 Compliance in Pesos: In those cases where the Set-off mechanism applies as a result of a Foreign Exchange Event, compliance of the Transactions will be in Pesos.

15.7 Assignment: Notwithstanding the provisions contained in the applicable foreign exchange regulations, a Party, without the prior written consent from the other Party, will not be permitted to assign its contractual position, the right to receive payments, the whole or part of the obligations contained in the Master Agreement Documents.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

- 15.8 Severability: If a provision of the Master Agreement Documents is adjudged invalid, illegal, ineffective, void or non-enforceable by the competent authorities, the remaining provisions, as the case may be, will remain fully valid and in force, unless as a consequence of the said adjudgement the validity, legality or efficacy of the Master Agreement, the Schedule or the Confirmations is affected.
- 15.9 Direct enforcement: To the extent that the Master Agreement Documents satisfy the requirements of Article 488 of the Civil Procedure Code (*Código de Procedimiento Civil*), as amended, the obligations therein provided will be directly enforceable and the Master Agreement Documents will also be deemed authentic within the meaning of the Civil Procedure Code (*Código de Procedimiento Civil*).
- 15.10 Confidentiality: All terms and conditions of the Master Agreement are strictly confidential and the Parties agree to keep them as such; also, they will refrain from disclosing or displaying them to third parties, unless expressly mandated by the competent court or administrative authorities.

The confidentiality agreement contained herein is extensive to all Master Agreement Documents that either Party delivers, discloses, submits and makes available to the other, all of which will be kept in absolute and strict reserve without possibility to deliver them or to disclose the contents thereof to third parties, unless expressly mandated by competent judicial and/or administrative authorities.

The obligation not to disclose confidential information and all restrictions on the use thereof will cease when: (i) a Party knows the concerned information before its disclosure by the other Party, provided that it has been lawfully obtained with no restriction whatsoever; (ii) it is lawfully received from a third party permitted to disclose it, insofar as it is received with no restriction whatsoever; (iii) it has become of public domain without breach to this Agreement; (iv) it is disclosed by the Party that holds its possession to meet a legal injunction from a competent authority, i.e., agreements entered into with UIAF (the Colombian Information and Financial Analysis Unit – *Unidad Administrativa Especial de Información y Análisis Financiero*) or requests for information issued by the Financial Superintendency (*Superintendencia Financiera*) in its customary functions relating inspection, control and supervision; (v) the Party that provided the confidential information agrees in writing prior to its disclosure that the information is exempted of all such restrictions.

- 15.11 Expenses: On its own risk and account each Party will bear all expenses incurred in connection to the negotiation and delivery of this Master Agreement, the Schedule and the Confirmations. Furthermore, in the event of breach to any of the obligations under the Master Agreement Documents, the Defaulting Party or the Affected Party, as appropriate, undertakes to pay all costs and expenses incurred by the

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

Non-defaulting Party or the Non-affected Party, as a consequence of the defense and collection of rights, attorneys’ and experts’ fees included, and generally, any other expense arisen for such reasons.

- 15.12 Taxes: As provided in Section 9, Article 530 of the Tax Code (*Estatuto Tributario*), as amended, given the fact that the Master Agreement has no economic value, no stamp taxes will accrue. Likewise, Confirmations agreed thereunder will neither accrue stamp taxes.
- 15.13 Term: The Master Agreement will be in force for an indefinite term. Either of the Parties may terminate it at any time through written notice to the other Party given at least one (1) month in advance, provided that there are no Transactions outstanding by the Termination Date. Enforcement of such power to terminate will not give rise to any indemnification.
- 15.14 Governing Law. The Master Agreement Documents will be governed by and in accordance with the laws of the Republic of Colombia.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

In witness hereof this document is executed on the .....day of .....  
20..., in two counterparts of identical purport, one for each of the Parties.

### Party A

.....

Name:	
Title:	Legal Representative
Identification:	

### Party B

.....

Name:	
Title:	Legal Representative
Identification:	





This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 1. “PARTY A” DOCUMENTS**

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 2. “PARTY B” DOCUMENTS**

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

### **ANNEX 3. GUARANTEES AGREED BY THE PARTIES**

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

#### **ANNEX 4. PARTY A AUTHORIZED OFFICERS**

Each of the persons listed below are deemed Authorized Officers of **Party A**:

##### **1. Authorized Officers to enter into Transactions**

<b>NAME</b>	<b>TITLE</b>	<b>IDENTIFICATION</b>	<b>SIGNATURE</b>

##### **2. Authorized Officers to confirm Transactions**

<b>NAME</b>	<b>TITLE</b>	<b>IDENTIFICATION</b>	<b>SIGNATURE</b>

In witness hereof, this document is executed on the ..... day of ..... 20..., in two counterparts of identical purport, one for each of the Parties.

##### **Party A**

.....

<b>Name:</b>	
<b>Title:</b>	Legal Representative
<b>Identification:</b>	

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## ANNEX 5. PARTY B AUTHORIZED OFFICERS

Each of the persons listed below are deemed Authorized Officers of **Party B**:

### 1. Authorized Officers to enter into Transactions

NAME	TITLE	IDENTIFICATION	SIGNATURE

### 2. Authorized Officers to confirm Transactions

NAME	TITLE	IDENTIFICATION	SIGNATURE

In witness hereof, this document is executed on the ..... day of ..... 20..., in two counterparts of identical purport, one for each of the Parties.

**Party B**

.....

Name:	
Title:	Legal Representative
Identification:	

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## **ANNEX 6. SWAP TRANSACTIONS**

### **1. Specific Definitions for Swap Transactions**

Capitalized terms will have the meaning assigned thereto in the Master Agreement, in the Schedule or in Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*), as amended, unless otherwise defined in this Confirmation.

**Clause 1 - Interpretation** of the Master Agreement will govern the interpretation of this document.

**Currency** means Pesos, Dollars or any Currency provided in the Master Agreement, suitable to enter into Swaps, and/or payable by one Party to the other with respect to a Swap.

**Adjustment Period** means, with respect to Swaps, the number of days agreed by the Parties and required to elapse for calculating the relevant Interest Rate; it being understood that the Adjustment Period will commence (i) on the Initial Date (inclusive) and will terminate on the next Compliance Date (excluding that day); (ii) each subsequent Adjustment Period will commence on the immediately preceding Compliance Date and will terminate on the next Compliance Date (excluding that day); and (iii) the last Adjustment Period will end on the Expiry Date.

**Interest Rate Swaps** means a Swap where a Party undertakes paying the other the amounts resulting from multiplying the Interest Rate by the Notional Value during the Adjustment Periods.

**Interest Rate** means the interest rate that a Party is bound to pay the other with respect to the applicable Notional Value; it may be a fixed or variable rate as the Parties may agree and as provided in the Confirmation.

**Notional Value** means an amount denominated in a given Currency for calculating the Interest Rate agreed for a given Swap, as provided in the Confirmation, or the amount exchanged under a Transaction, as applicable.

### **2. Liquidation of Swap Transactions**

Each Swap Transaction entered into under this Annex will be performed pursuant to the following:

**48**

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## 2.1 Swap Transactions for Delivery:

2.1.1 Each of the Parties will pay or perform the required deliveries on the Compliance Dates.

2.1.2 In Interest Rate Swaps periodic payments required from the Parties, will be made on each Compliance Date and will be for an amount equal to that resulting from multiplying the Interest Rate by the Notional Value by the applicable Adjustment Period. Unless otherwise agreed in a Confirmation, the Interest Rate will be calculated over the basis of one year provided in the Confirmation and, regarding the number of days actually elapsed during the corresponding period.

## 2.2 Swap Transactions for Non-Delivery:

2.2.1 In the event of Interest Rate Swaps, the following Netting Formula will apply on the Compliance Dates:

2.2.1.1 Fixed Rate Cash Flow = (Notional Value \* Fixed Interest Rate \* Adjustment Period) / Liquidation Base. Where the fixed interest rate must be expressed in time units as the Adjustment Period.

2.2.1.2 Variable Rate Cash Flow = (Notional Value \* Variable Interest Rate \* Adjustment Period) / Liquidation Base. Where the variable interest rate must be expressed in time units as the Adjustment Period.

2.2.1.3 Netting Formula = Absolute Value (Fixed Rate Cash Flow – Variable Rate Cash Flow).

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 7. CROSS CURRENCY SWAP TRANSACTIONS**

### **1. Specific Definitions for Cross Currency Swap Transactions**

Capitalized terms will have the meaning assigned thereto in the Master Agreement, in the Schedule or in Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*), as amended, unless otherwise defined in the Confirmation or in this Annex. **Clause 1 - Interpretation** of the Master Agreement will govern the interpretation of this document.

**Cross Currency Swap** means a Swap where **Party A** undertakes paying to **Party B** one or more amounts of Currency A as well as the amount resulting from applying Rate A on the Notional Value and, in turn, **Party B** undertakes paying to **Party A** one or more amounts of Currency B as well as the amount resulting from applying Rate B on the Notional Value, for the number of days elapsed in each of the relevant Adjustment Periods.

**Currency** means Pesos, Dollars or any Currency provided in the Master Agreement, suitable to enter into Cross Currency Swaps and/or payable by one Party to the other for a Cross Currency Swap; it is understood that in Cross Currency Swaps, the Currency selected by **Party A** will be designated as Currency A and the Currency selected by **Party B** will be designated as Currency B.

**Adjustment Period** means, with respect to Cross Currency Swaps, the number of days agreed by the Parties and required to elapse for calculating the relevant Interest Rate and the payable amounts of Currency A and Currency B; it being understood that the Adjustment Period will commence (i) on the Initial Date (inclusive) and will terminate on the next Compliance Date (excluding that day); (ii) each subsequent Adjustment Period will commence on the immediately preceding Compliance Date and will terminate on the next Compliance Date (excluding that day); and (iii) the last Adjustment Period will end on the Expiry Date.

**Interest Rate** means the interest rate that a Party is bound to pay the other with respect to the applicable Notional Value; it may be a fixed or variable rate as the Parties may agree and as provided in the Confirmation.

**Notional Value** means an amount denominated in a given Currency for calculating the Interest Rate agreed for a given Cross Currency Swap, as provided in the Confirmation, or the amount exchanged under a Transaction, as appropriate.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **2. Liquidation of Cross Currency Swap Transactions**

Each Cross Currency Swap Transaction entered into under this Annex will be performed pursuant to the following:

### **2.1 Cross Currency Swap Transactions for Delivery:**

- 2.1.1 Each of the Parties will pay or perform the required deliveries on the Compliance Dates.

### **2.2 Cross Currency Swap Transactions for Non-Delivery:**

- 2.2.1 Pursuant to foreign exchange regulations in force, the amount payable for the exchange of interest will be the absolute value of the difference in interest cash flows resulting from multiplying the agreed Interest Rates by the Notional Values defined in the Confirmation and by the number of days of the Adjustment Period.
- 2.2.2 Pursuant to foreign exchange regulations in force, the amount payable for the exchange of Currencies will be the absolute value of the difference between the agreed Notional Values, in one and same currency; to that effect, it will be required to identify the applicable Index as from the Transaction Agreement Date.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 8. FX FORWARD TRANSACTIONS**

### **1. Specific Definitions for FX Forward Transactions**

Capitalized terms will have the meaning assigned thereto in the Master Agreement, in the Schedule or in Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*), as amended, unless otherwise defined in this Confirmation. **Clause 1 - Interpretation** of the Master Agreement will govern the interpretation of this document.

**Difference** means the amount in Pesos agreed for the Transaction compliance, resulting from applying the Netting Formula; the debtor Party must deliver such amount to the creditor Party, pursuant to the relevant Confirmation.

**FX Forward** means each of the forward Transactions on Foreign Currency in exchange of Pesos or other Foreign Currency, entered into by the Parties under this Master Agreement.

**Reference Rate** means the foreign exchange rate in force on the Compliance Date for conversion of a given Currency into other Currency subject of FX Forwards, as agreed by the Parties and included in the Confirmation, indicating the Source therein.

**Forward Rate** means the foreign exchange rate agreed by the Parties on the Agreement Date for conversion of a given Currency into other Currency subject of FX Forwards, on the Compliance Date. The Forward Rate agreed by the Parties when entering into the Transaction will be exclusive of value added taxes (VAT).

**Notional Value** means the amount of money that the Parties agree on purchasing or selling that serves as basis to calculate a FX Forward Transaction, as indicated in the Confirmation.

### **2. Liquidation of FX Forward Transactions**

Each FX Forward Transaction entered into under this Annex, will be performed on the Compliance Date, pursuant to the following:

#### **2.1 FX Forward Transactions for Delivery:**

- 2.1.1 On the Compliance Date, the Party acting as Seller will be bound to deliver to the Party acting as Purchaser, an amount of Currency equal to the Notional Value.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

- 2.1.2 On the Compliance Date, the Party acting as Purchaser will be bound to deliver to the Party acting as Seller, an amount of Currency equal to the Notional Value multiplied by the Forward Rate agreed by the Parties on the Agreement Date.

2.2. FX Forward Transactions for Non-Delivery: The following Netting Formula will apply:

**(Forward Rate – Reference Rate) \* Notional Value**

If it is a FX Forward Transaction Foreign Currency/Pesos, and the Difference is a positive number, on the Compliance Date the Party that purchases Foreign Currency must pay to the other Party the amount of the Difference in Pesos. If the Difference is a negative number, on the Compliance Date the Party that sells Foreign Currency must pay to the other Party the absolute value of the Difference in Pesos.

If it is a FX Forward Transaction Foreign Currency/Foreign Currency, the debtor Party will pay the Difference in the Currency agreed to the creditor Party, as provided in the Confirmation. To comply the Transaction in Pesos, results from the Netting Formula will be converted by taking into account the Index applicable of the Business Day that is the Compliance Date, as agreed in the Confirmation.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 9. FORWARD RATE AGREEMENTS (FRA)**

### **1. Specific Definitions for FRA**

Capitalized terms will have the meaning assigned thereto in the Master Agreement, in the Schedule or in Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*), as amended, unless otherwise defined in this Confirmation. **Clause 1 - Interpretation** of the Master Agreement will govern the interpretation of this document.

**FRA** means each of the forward rate agreements, entered into by the Parties under this Annex.

**Rate Term** means the term agreed by the Parties in the Confirmation to calculate Interest Rates.

**Rate A** means the Interest Rate agreed by the Parties in the Confirmation, applicable to the Notional Value and to the Rate Term, payable by **Party A** as appropriate.

**Observed Rate A** means Rate A for the Rate Term on the Expiry Date and, if it is not a fixed rate and failing its publication on such date, the rate published on the most recent date prior to the Expiry Date.

**Rate B** means the Interest Rate agreed by the Parties in the Confirmation, applicable to the Notional Value and to the Rate Term, payable by **Party B** as appropriate.

**Observed Rate B** means Rate B for the Rate Term on the Expiry Date and, if it is not a fixed rate and failing its publication on such date, the rate published on the most recent date prior to the Expiry Date.

**Interest Rate** means the fixed, variable, nominal or actual interest rate agreed by the Parties in the Confirmation applicable to the Notional Value and to the Rate Term; unless otherwise agreed, the Interest Rate must be expressed in annual effective terms on the basis of a year of 360/365 days.

**Notional Value** means the amount expressed in the Currency provided in the Confirmation, which serves as basis to make calculations concerning FRA.

### **2. Liquidation of FRA**



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

Each FRA entered into under this Annex will be performed on the Compliance Date, according to the calculations made on the Expiry Date, failing an express agreement between the Parties about such date it will be the Business Day preceding the Compliance Date, in accordance with the procedure set forth below:

In the event where the Observed Rate B is higher than the Observed Rate A, **Party A** will be entitled to receive from **Party B**, in the Currency agreed for payment, an amount of Currency equal to the amount resulting from multiplying the Notional Value by the result obtained from the formula below:

$$\frac{PR \times (Fix - A)}{360 \times \left( 1 + \left( Fix \times \frac{PR}{360} \right) \right)}$$

Where:

A = Observed Rate A.  
Fix = Observed Rate B.  
PR = Rate Term

In the event where Observed Rate A is higher than Observed Rate B, **Party B** will be entitled to receive from **Party A** in the Currency agreed for payment, an amount of Currency equal to the amount resulting from multiplying the Notional Value by the result obtained from the formula below:

$$\frac{PR \times (A - Fix)}{360 \times \left( 1 + \left( Fix \times \frac{PR}{360} \right) \right)}$$

Where:

A = Observed Rate A.  
Fix = Observed Rate B.  
PR = Rate Term.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

In the event where Observed Rate A is equal to Observed Rate B, the Parties will not be obliged to pay any amount whatsoever.

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **ANNEX 10. OPTION TRANSACTIONS**

### **1. Specific Definitions for Option Transactions**

Capitalized terms will have the meaning assigned thereto in the Master Agreement, in the Schedule or in Chapter XVIII of the Basic Accounting and Financial Circular (*Capítulo XVIII de la Circular Externa 100 de 1995 – Circular Básica Contable y Financiera*), as amended, unless otherwise defined in this Confirmation. **Clause 1 - Interpretation** of the Master Agreement will govern the interpretation of this document.

**Purchaser** means the Party that acquires the right (not the obligation) of purchasing or selling an Option.

**Difference** means the Reference Rate less the Strike Price.

**Premium Payment Date** means the date or each of the dates agreed by the Parties for the Purchaser to make all Premium payments to the Seller.

**Exercise Date** means the date when one of the Parties notifies the other as to the exercise of its rights under the Option.

**Option** means a Transaction whereby the Purchaser, through payment of the Premium, acquires the right (but not the obligation) to purchase or sell Underlying Assets, as the case may be, during the Exercise Period, and the Seller undertakes the obligation to sell or to purchase Underlying Assets, as the case may be, at the Strike Price.

**American Option** means a Transaction whereby the Purchaser is entitled to enforce the purchase or sale right arisen from the Option, at any time prior to the Option Expiry Date.

**Bermudan Option** means a Transaction whereby the Purchaser is entitled to enforce the purchase or sale right arisen from the Option during Exercise Periods that may be of several Business Days, not necessarily consecutive.

**European Option** means a Transaction whereby the Exercise Date is the Option Expiry Date.

**Exercise Period** means, for an Option, the Business Day(s) or period(s) of Business Days agreed by the Parties, when the Purchaser is entitled to enforce its right(s) under an Option.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**Strike Price** means the value or price of the Underlying Assets, as agreed by the Parties.

**Premium** means the amount of money expressed in Pesos that the Purchaser will pay to the Seller in exchange for the right to participate in an Option, as agreed by the Parties.

**Reference Rate** means the value or price of the Underlying Assets on the Exercise Date.

**Notional Value** means a given amount of Underlying Assets that the Parties agree to purchase or sell if it is elected to enforce the Option and that serves as basis to calculate the outcomes of the Transaction.

**Seller** means the Party that undertakes the obligation of purchasing or selling certain Underlying Assets if the Purchaser elects to exercise the Option.

## **2. Liquidation of Option Transactions**

Each Option Transaction entered into under this Annex, will be performed in accordance with the rules below:

- 2.1 If payment of Premium is agreed upon, it must be liquidated on the Premium Payment Date as a prerequisite to exercise the corresponding Option.
- 2.2 Unless otherwise agreed, a Purchaser that intends to exercise his right must notify so to the Seller, no later than 11:00 a.m. of the last Business Day of the Exercise Period.
- 2.3 As to call Options for Delivery, if exercised, the Purchaser must pay the Strike Price multiplied by the Notional Value and the Seller must deliver the Notional Value on the Compliance Date.
- 2.4 As to call Options for Non-Delivery, if exercised, the Purchaser will receive an amount equal to the Difference multiplied by the Notional Value.
- 2.5 As to put Options for Delivery, if exercised, the Seller must pay the Strike Price multiplied by the Notional Value and the Purchaser must deliver the Notional Value on the Compliance Date.
- 2.6 As to put Options for Non-Delivery, if exercised, the Seller must pay an amount equal to the absolute value of the Difference multiplied by the Notional Value.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

2.7 Unless otherwise agreed and to the extent that the applicable rules so permit, the Options Compliance Date will be two (2) Business Days after the Exercise Date. The Option will be liquidated on the Compliance Date.

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## ANNEX 11. FORM ON EARLY TERMINATION BY MUTUAL AGREEMENT

The Parties hereby state that on the date set forth below, they agreed to early terminate the following transaction:

**Date** [ ]

**TRANSACTION** [(the "Transaction")]

**CONFIRMATION No.** [ ]

**Party A** [ ]

**Party B** [ ]

### 1. Type of Transaction:

<b>Party A</b>	Seller [ ]	Pesos [ ]	Currency [ ]	Type of Currency: [ ]
	Purchaser [ ]	Pesos [ ]	Currency [ ]	Type of Currency: [ ]

<b>Party B</b>	Seller [ ]	Pesos [ ]	Currency [ ]	Type of Currency: [ ]
	Purchaser [ ]	Pesos [ ]	Currency [ ]	Type of Currency: [ ]

Transaction Modality:	Delivery [ ]
	Non-Delivery [ ]

### 2. Transaction Conditions:

Notional Value:	
Forward Rate:	
Reference Rate:	Source:

Agreement Date:	[dd/mm/yyyy]
Initial Date:	[dd/mm/yyyy]
Expiry Date:	[dd/mm/yyyy]
Compliance Date:	[dd/mm/yyyy]





This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

As a result of the Termination agreed under this document, **[Party A]** / **[Party B]** will pay to **[Party A]** / **[Party B]** the amount of \$[.....] on: [date], bearing in mind the provisions of **Clause 5 - Transactions Compliance**.

In the event of partial early termination, new conditions applicable on the Transaction must be documented through a new Confirmation in the terms of **Clause 6 - Confirmations**. Such Confirmation will make reference to the date of the Transaction initially entered into and to the relevant Confirmation number and, it will clearly state that the new Confirmation supersedes the Confirmation initially signed by the Parties as a consequence of the partial early termination.

Pursuant to the above, the Parties hereby agree to terminate all obligations arisen from the Transaction.

#### Party A

.....  
Authorized Officer

Name:	Seal:
-------	-------

#### Party B

.....  
Authorized Officer

Name:	Seal:
-------	-------



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## SCHEDULE TO THE MASTER AGREEMENT

Entered into between ....., (“**Party A**”), and ....., (“**Party B**”, collectively with **Party A**, the “Parties”), with the aim of setting out specific contractual conditions and amending and/or supplementing the Master Agreement entered into between the Parties on ....., subject to the following

### CLAUSES

#### **Clause 1. Additional Representations of the Parties**

Notwithstanding the Representations provided in the Master Agreement, [ALT 1] each of the Parties] / [ALT 2] [**Party A**] / [ALT 3] [**Party B**], hereby makes the following additional representations:

.....  
 .....  
 .....

#### **Clause 2. Additional Obligations of the Parties**

Notwithstanding the obligations provided in the Master Agreement Documents, [ALT 1] [each of the Parties] / [ALT 2] [**Party A**] / [ALT 3] [**Party B**], hereby individually agrees as follows for the benefit of the other:

.....  
 .....  
 .....

#### **Clause 3. Business Day Agreement**

[ALT 1] [The Parties hereby agree that in regard to [the following Transactions entered into under the Master Agreement [.....] / all Transactions entered into under the Master Agreement] / the following Business Day Agreement will apply: [Previous Business Day] / [Next Business Day] / [Modified Business Day].

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

[ALT 2] [The Parties hereby provide that, unless otherwise agreed in the relevant Confirmation for each Transaction, the Business Day Agreement will be as provided in **Section 5.1.2, Clause 5. Transactions Compliance** of the Master Agreement]

#### **Clause 4. Set-off**

For purposes of the Master Agreement the Set-off will apply: [ALT 1] [Pursuant to **Clause 7. Set-off** of the Master Agreement] // [ALT 2] [Solely in connection to payments owed for one and same Transaction, notwithstanding of the application of **Clause 6. Designated Transactions** hereof].

#### **Clause 5. Guarantees**

As provided in **Clause 8 - Guarantees** of the Master Agreement, the Parties hereby agree that any Transactions negotiated under this Master Agreement will be secured by the Guarantees listed below:

	<b>Party A</b>	<b>Initial Guarantee Amount</b>	<b>Minimum Agreed Amount of the Guarantee</b>	<b>Party B</b>	<b>Initial Guarantee Amount</b>	<b>Minimum Guarantee Amount</b>
Escrow account ( <i>Encargo Fiduciario sobre Cuenta Bancaria</i> )						
Pledge on Securities						
Trust Agreement ( <i>Contrato de Fiducia Mercantil</i> )						

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Other						
-------	--	--	--	--	--	--

Specific information relating the Guarantee, depending on the nature thereof:

[ALT 1] [When the selected Guarantee is an Escrow account, **[Party A / Party B]** declares that it has been opened as follows: On bank account [savings /current] No. [.....] of [credit institution] owned by [.....] with Tax Identification Number (NIT) [.....] as evidenced in the Trust Agreement (*Contrato de Fiducia Mercantil*) No. [.....] managed by Trust Company [.....], a copy of which is attached to the Master Agreement]

[ALT 2] [In the event where the selected Guarantee is a Pledge on securities, **[Party A / Party B]** informs that such Pledge has been established as follows: On Securities [.....] registered in [for material securities or titles, copy of the stock ledger / for dematerialized securities, certificate issued by DECEVAL or DCV], a copy of which is attached to the Master Agreement].

[ALT 3] [In the event where the selected Guarantee is a Trust Agreement (*Contrato de Fiducia Mercantil*)] [Guarantee / Management and Source of Payments] on [identify the assets that will be transferred to the independent estate of assets (*patrimonio autónomo*)], **[Party A / Party B]** informs that such Agreement has been executed as follows: the Trust Company [.....] will be responsible for managing the independent estate of assets (*patrimonio autónomo*) identified as [.....]; the beneficiary will be **[Party A / Party B]**, taking into account that a copy of the Trust Agreement (*Contrato de Fiducia Mercantil*) is attached to the Master Agreement].

[ALT 5] [Specify whether the guarantee's nature is different from those stated above or, whether it is a guarantee granted for any previous transaction entered into by the Parties or involves an obligation of doing something:

Notwithstanding of **Clause 8 - Guarantees** of the Master Agreement, the Parties hereby agree that Transactions negotiated under the Master Agreement will be secured by the following:

[ALT 1] [Promissory Note: The Parties hereby agree that **[Party A / Party B]** will deliver to **[Party A / Party B]** a Promissory Note [with blanks and with its instruction letter attached] / duly granted and attached to the Master Agreement]

[ALT 2] [Obligation of doing something: The Parties hereby agree that **[Party A / Party B]** will deliver to **[Party A / Party B]** the amount of \$[.....], which will be deposited in bank account [savings /current] No. [.....] of [credit institution] to the order of [.....] with Tax Identification Number (NIT) [.....], subject to the conditions below [.....]

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## Clause 6. Recouping

[ALT 1] [The Parties hereby agree that noRecouping will apply for Transactions entered into under the Master Agreement]

[ALT 2] [The Parties hereby agree that Recouping [ALT 1] will apply [for all and each of the Transactions] / [ALT 2] [for Transactions where the relevant Confirmation so provides] / [ALT 3] [for Transactions that are [type of Transaction] entered into under the Master Agreement.

To that effect, the Parties hereby agree that Recouping will apply subject to [ALT 1] [occurrence of any of the following] / [ALT 2] [occurrence of all of the following] Recouping Events listed below:

[ALT 1] [On the following Recouping Dates:

.....  
 .....  
 .....

[ALT 2] [On the following Recouping Dates

.....  
 .....  
 .....

and, where the Threshold relating the Transactions subject to Recouping exceeds [.....]% of **Party A's** equity and [.....]% of **Party B's** equity) / [the fixed amount of \$[.....] with respect to **Party A** and the fixed amount of \$[.....] with respect to **Party B**].

Additionally, the Recouping will be subject to the following conditions:

Minimum Transfer Amount: means, for **Party A** the amount of \$[.....] and, for **Party B**, the fixed amount of \$[.....]; notwithstanding the foregoing, the Minimum Transfer Amount will be nil, in the case of occurrence or likelihood of occurrence of an Event of Default or Termination Event as provided in the Master Agreement.

Rounding: Recouping Amount will be rounded upwards or downwards with reference to the nearest multiple of \$[.....].

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## Clause 7. Designated Transactions

7.1 [ALT 1] [The Parties hereby agree that the definition of Designated Transactions will apply in connection to the Master Agreement, for the purposes of Set-off and Early Liquidation; consequently, [any non-compliance] / [a non-compliance according to the terms set forth below] in a payment obligation arisen from a Designated Transaction would be an Event of Default under the Master Agreement]. / [ALT 2] [The Parties hereby agree that the definition of Designated Transactions will not apply in connection to the Master Agreement]

### 7.2 Definition of Designated Transactions:

#### 7.2.1 For purposes of the Master Agreement the Parties hereby agree that:

[ALT 1] [In addition to the definition of Designated Transaction provided in **Clause 14 - Definitions** of the Master Agreement, a Designated Transaction will also have the meaning set forth below:

.....  
 .....  
 .....

[ALT 2] [They will disregard the definition of Designated Transaction provided in **Clause 14 - Definitions** and, to the effect of the Master Agreement a Designated Transaction will solely have the following meaning:

.....  
 .....  
 .....

[ALT 3] [The definition of Designated Transaction is as provided in **Clause 14 - Definitions**].

### 7.3 Conditions relating non-compliance of Designated Transactions:

[In connection to Designated Transactions that involve an indebtedness, an Event of Default as defined in **Clause 10 - Events of Default** of the Master Agreement, will occur with respect to a Designated Transaction(s), if a non-compliance occurs in excess of: [ALT 1] [.....]% of **Party A's** equity or [.....]% of **Party B's** equity] / [ALT 2] [the fixed amount of \$[.....] with respect to **Party A's** equity or the fixed amount of \$[.....] with respect to **Party B's** equity] / [ALT 3] [Other].



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## **Clause 8. Credit Rating Decrease**

8.1 For purposes of **Section 11.1.4, Clause 11 - Termination Events** of the Master Agreement, a decrease of Credit Rating that will give rise to a Termination Event will be:

[As to **Party A**]:

.....  
 .....  
 .....

[As to **Party B**]:

.....  
 .....  
 .....

8.2 For purposes of **Section 11.1.5, Clause 11 - Termination Events** of the Master Agreement, with regard to Parties not rated by a risk rating agency legally authorized, the Parties hereby agree that the criteria to determine the Termination Event will be as follows:

[As to **Party A**]:

.....  
 .....  
 .....

[As to **Party B**]:

.....  
 .....  
 .....

## **Clause 9. Further Events of Default**

9.1 In addition to the Events of Default provided in **Clause 10 - Events of Default** of the Master Agreement, the following are deemed Events of Default:

.....  
 .....  
 .....

9.2 Effects from the above-described Event(s) of Default will be as follows:



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

#### Clause 10. Other Termination Events

In addition to the Termination Events provided in **Clause 11 - Termination Events** of the Master Agreement, the following are deemed Termination Events:

Effects from the above-described Termination Event(s) will be as follows:

#### Clause 11. Calculation Agent

If both Parties are credit institutions or any related entity, the Parties hereby agree that the Party designated as Calculation Agent will be: **[Party A]**.

#### Clause 12. Domicile and Addresses

As provided in **Clause 13 - Notices**, the Parties will receive any notification, notice, communication, or document according to the following:

#### Party A:

Attention:	
Address:	
City:	
Telephone No.:	
Fax:	
e-mail:	
SWIFT – BIC Code:	
Contractual domicile:	



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**Party B:**

Attention:	
Address:	
City:	
Telephone No.:	
Fax:	
e-mail:	
SWIFT – BIC Code:	
Contractual domicile:	

**Clause 13. Payment Instructions**

The Parties will make all payments relating to obligations arisen from the Transactions, according to the following:

**Party A:**

Payments in Pesos at banks:

Account No.:	
Type of Account:	
Institution:	
Holder:	

Payments in Pesos at the Central Bank (*Banco de la República*):

DCV Account No.:	
Holder:	

Payments in Dollars:

Bank:	
Address:	
ABA:	
SWIFT:	
Account No.:	



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Beneficiary:	
--------------	--

#### Party B:

Payment in Pesos at banks:

Account No.:	
Type of Account:	
Institution:	
Holder:	

Payment in Pesos at the Central Bank (*Banco de la República*):

DCV Account No.:	
Holder:	

Payment in Dollars:

Bank:	
Address:	
ABA:	
SWIFT:	
Account No.:	
Beneficiary:	

**In the event where Party A is an account holder of Party B, or vice versa, for purposes of Clause 5 - Transactions Compliance, Party A and Party B, irrevocably and reciprocally authorize the other to debit any payment from the above-mentioned accounts, without need of any further authorization, which is deemed granted by signing this Schedule, provided that it is a payment that must be done under the scope of the Transactions entered into under the Master Agreement.**

#### Clause 14. Mechanisms to sign Confirmations

[ALT 1] [The Parties hereby agree that to comply with **Clause 6 - Confirmations** of the Master Agreement, Confirmations will be accepted through hard copies signed in the original counterpart.]

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

[ALT 2] [The Parties hereby agree that to comply with **Clause 6 - Confirmations** of the Master Agreement, they will use electronic data messaging meeting the conditions stated below

.....  
 .....  
 .....]

### Clause 15. Delivery of Documents and Financial Information

The Parties will be bound to deliver the documents and financial information sent to the places and addresses listed below, within the deadlines herein defined:

Documents/ Financial Information /Parties	Party A		Party B	
Legal entities				
		Applicable		Applicable
Certificate of authorization issued by the Colombian Financial Superintendency ( <i>Superintendencia Financiera de Colombia</i> )	[On the Execution Date of the Master Agreement and annually within the first three (3) months of the year while the Master Agreement remains in force].		[On the Execution Date of the Master Agreement and annually within the first three (3) months of the year while the Master Agreement remains in force].	
Certificate of Good Standing and Incumbency issued by [incumbent entity]( <i>Certificado de existencia y representación legal</i> )	[On the Execution Date of the Master Agreement and annually within the first three (3) months of the year while the Master Agreement remains in force].		On the Execution Date of the Master Agreement and annually within the first three (3) months of the year while the Master Agreement remains in force].	

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

Audited Financial Statements as of December 31 each year	[Annually no later than on March 31 of the year following the relevant fiscal period.]		[Annually no later than on March 31 of the year following the relevant fiscal period.]	
Unaudited Financial Statements	[In July and December each year, while the Master Agreement remains in force].		[In July and December each year, while the Master Agreement remains in force.]	
Document authorizing to enter into the Master Agreement	[On the Execution Date of the Master Agreement].		[On the Execution Date of the Master Agreement].	
<b>Individuals</b>				
		Applicable		Applicable
Identification document	[On the Execution Date of the Master Agreement].		[On the Execution Date of the Master Agreement].	
Notarized power-of-attorney, if he/she acts through an attorney	[On the Execution Date of the Master Agreement].		[On the Execution Date of the Master Agreement].	
	[On the Execution Date of the Master Agreement and		[On the Execution Date of the Master Agreement and	

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Income Tax Return	annually within the first four (4) months of the year while the Master Agreement remains in force].		annually within the first four (4) months of the year while the Master Agreement remains in force].	
-------------------	---	--	---	--

#### Clause 16. Further Amendments and/or Additions

Additionally, the Parties hereby agree on [modifying/supplementing] the Master Agreement, as follows:

.....  
 .....  
 .....

In witness hereof, this document is executed on the ..... day of ..... 20..., in two counterparts of identical purport, one for each of the Parties

#### Party A

.....

Name:	
Title:	Legal Representative
Identification:	

#### Party B

.....

Name:	
[Title]:	Legal Representative

74

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.





This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Identification:	
-----------------	--



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## CONFIRMATIONS

**76**

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## DRAFT CONFIRMATION FOR SWAP TRANSACTIONS

**CONFIRMACION No.** [ ]

**Party A** [ ]

**Party B** [ ]

### 1. Type of Transaction:

INTEREST RATE SWAP [ ]

Seller	<b>Party A</b> [ ]	<b>Party B</b> [ ]
Purchaser	<b>Party A</b> [ ]	<b>Party B</b> [ ]

Currency A [ ]	Fixed Rate [ ]	Spread [ ]	Variable Rate [ ]	Spread [ ]
Source [ ]	Source [ ]		Source [ ]	

Currency B [ ]	Fixed Rate [ ]	Spread [ ]	Variable Rate [ ]	Spread [ ]
Source [ ]	Source [ ]		Source [ ]	

Transaction Modality:	Delivery [ ]
	Non-Delivery [ ]

### 2. Transaction Conditions:

Notional Value:	In Currency A [ ]
	Equivalent in Currency B [ ]

Adjustment Period:	Currency A [ ]	Currency B [ ]
--------------------	----------------	----------------

Liquidation Base:	Currency A	360 days [ ]	365 days [ ]
	Currency B	360 days [ ]	365 days [ ]



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

Frequency:	Currency A [ ]	Currency B [ ]
Agreement Date:	[dd/mm/yyyy]	
Initial Date:	[dd/mm/yyyy]	
Expiry Date:	[dd/mm/yyyy]	

### 3. Amortization Chart

Price Adjustment Date	Compliance Date	Amount Payable in Currency A	Amount Payable in Currency B

**Note:** All payments or deliveries that the Parties are required to make under the Master Agreement will be through credit or debit to or from the other Party's bank accounts, as indicated in the Schedule.

Notwithstanding the foregoing, on the Transaction Compliance Date, the Party obliged to make the payment may designate different payment instructions therefor, subject to prior notification to the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date. In the event of payments among entities subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), the Party to which the payment is to be made may designate different payment instructions by notifying the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

### 4. Other

.....

.....

.....

### Party A

The ASOBANCARIA© “Local Master Agreement for Derivative Financial Instruments” is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed “Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments”. ASOBANCARIA expressly declares that use of the ASOBANCARIA “Local Master Agreement for Derivative Financial Instruments” is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

.....  
Authorized Officer

Name:	Seal:
-------	-------

## Party B

.....  
Authorized Officer

Name:	Seal:
-------	-------

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## DRAFT CONFIRMATION FOR CROSS CURRENCY SWAP TRANSACTIONS

**CONFIRMATION No.** [ ]

**Party A** [ ]

**Party B** [ ]

### 1. Type of Transaction:

Seller	<b>Party A</b> [ ]	<b>Party B</b> [ ]
Purchaser	<b>Party A</b> [ ]	<b>Party B</b> [ ]

Currency A [ ]	Fixed Rate [ ]	Variable Rate [ ]	Spread [ ]
Source [ ]	Source [ ]	Source [ ]	
		Number of decimal points to be taken into account [ ]	
		Day counting:	Business [ ]
			Calendar [ ]

Currency B [ ]	Fixed Rate [ ]	Variable Rate [ ]	Spread [ ]
Source [ ]	Source [ ]	Source [ ]	
		Number of decimal points to be taken into account [ ]	
		Day counting:	Business [ ]
			Calendar [ ]

Transaction Modality:	Delivery [ ]
	Non-Delivery [ ]

### 2. Transaction Conditions:

Notional Value:	In Currency A [ ]
	Equivalent in Currency B [ ]



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Adjustment Period:	[ ]
Number of Adjustment Periods:	[ ]
Frequency of Capital Repayment:	[ ]
Capital Exchange:	Yes [ ] Currency A [ ] Value [ ] Currency B [ ] Value [ ]
	No [ ]

Liquidation Base:	Currency A	360 days [ ]	365 days [ ]
	Currency B	360 days [ ]	365 days [ ]

Agreement Date:	[dd/mm/yyyy]
Initial Date:	[dd/mm/yyyy]
Expiry Date:	[dd/mm/yyyy]

### 3. Amortization Chart

Price Adjustment Date	Compliance Date	Amount Payable in Currency A	Amount Payable in Currency B

**Note:** All payments or deliveries that the Parties are required to make under the Master Agreement will be through credit or debit to or from the other Party's bank accounts, as indicated in the Schedule.

Notwithstanding the above, on the Transaction Compliance Date, the Party obliged to make the payment may designate different payment instructions therefor, subject to prior notification to the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date. In the event of payments among entities subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), the Party to which the payment is to





This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

be made may designate different payment instructions by notifying the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

#### 4. Other

.....  
.....  
.....

#### Party A

.....  
Authorized Officer

Name:	Seal:
-------	-------

#### Party B

.....  
Authorized Officer

Name:	Seal:
-------	-------

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## DRAFT CONFIRMATION FOR FX FORWARD TRANSACTIONS

**CONFIRMATION No.** [       ]

**Party A** [   ]

**Party B** [   ]

### 1. Type of Transaction:

<b>Party A</b>	Seller [   ]	Pesos [   ]	Currency [   ]	Type of Currency: [   ]
	Purchaser [   ]	Pesos [   ]	Currency [   ]	Type of Currency: [   ]

<b>Party B</b>	Seller [   ]	Pesos [   ]	Currency [   ]	Type of Currency: [   ]
	Purchaser [   ]	Pesos [   ]	Currency [   ]	Type of Currency: [   ]

Transaction Modality:	Delivery [   ]
	Non-Delivery [   ]

### 2. Transaction Conditions:

Notional Value:	
Forward Rate:	
Reference Rate:	Source:

Agreement Date:	[dd/mm/yyyy]
Initial Date:	[dd/mm/yyyy]
Expiry Date:	[dd/mm/yyyy]
Compliance Date:	[dd/mm/yyyy]

**Note:** All payments or deliveries that the Parties are required to make under the Master Agreement will be through credit or debit to or from the other Party's bank accounts, as indicated in the Schedule.

Notwithstanding the above, on the Transaction Compliance Date, the Party obliged to make the payment may designate different payment instructions therefor, subject to prior notification to the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Date. In the event of payments among entities subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), the Party to which the payment is to be made may designate different payment instructions by notifying the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

### 3. Other

.....  
.....  
.....

#### Party A

.....  
Authorized Officer

Name:	Seal:
-------	-------

#### Party B

.....  
Authorized Officer

Name:	Seal:
-------	-------

This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

## DRAFT CONFIRMATION FOR FORWARD RATE AGREEMENTS (FRA)

**CONFIRMATION No.** [            ]

**Party A** [    ]

**Party B** [    ]

### 1. Type of Transaction:

Seller	<b>Party A</b> [    ]	<b>Party B</b> [    ]
Purchaser	<b>Party A</b> [    ]	<b>Party B</b> [    ]

Rate A [    ]
Source Rate A [    ]
Rate A Deadline [    ]

Rate B [    ]
Source Rate B [    ]
Rate B Deadline [    ]

Transaction Modality:	Non-Delivery
-----------------------	--------------

### 2. Transaction Conditions:

Notional Value:	
Currency:	
Liquidation Base:	360 days [    ]                      365 days [    ]

Agreement Date:	[dd/mm/yyyy]
Initial Date:	[dd/mm/yyyy]
Expiry Date:	[dd/mm/yyyy]
Compliance Date	[dd/mm/yyyy]



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

**Note:** All payments or deliveries that the Parties are required to make under the Master Agreement will be through credit or debit to or from the other Party's bank accounts, as indicated in the Schedule.

Notwithstanding the above, on the Transaction Compliance Date, the Party obliged to make the payment may designate different payment instructions therefor, subject to prior notification to the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date. In the event of payments among entities subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), the Party to which the payment is to be made may designate different payment instructions by notifying the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

### 3. Other

.....  
.....  
.....

#### Party A

.....  
Authorized Officer

Name:	Seal:
-------	-------

#### Party B

.....  
Authorized Officer

Name:	Seal:
-------	-------



This document is a free translation of the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the “Local Master Agreement for Derivative Financial Instruments” of ASOBANCARIA©.

--	--

This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

## DRAFT CONFIRMATION FOR OPTION TRANSACTIONS

**CONFIRMATION No.** [       ]

**Party A** [   ]

**Party B** [   ]

### 1. Type of Transaction:

Type of Option:

CALL PURCHASE [   ]        CALL SALE [   ]

PUT PURCHASE [   ]        PUT SALE [   ]

<b>Party A</b> [   ]	Purchaser	Call [   ]	Put [   ]
	Seller	Call [   ]	Put [   ]

<b>Party B</b> [   ]	Purchaser	Call [   ]	Put [   ]
	Seller	Call [   ]	Put [   ]

Type of Exercise:	U.S. [   ]	Europe [   ]	Bermuda [   ]
-------------------	------------	--------------	---------------

Transaction Modality:	Delivery [   ]
	Non-Delivery [   ]

### 2. Transaction Conditions:

Underlying Assets: [   ]	Source: [   ]
Premium: [   ]	
Notional Value: [   ]	
Strike Price: [   ]	
Reference Rate: [   ]	Source:

Agreement Date:	[dd/mm/yyyy]
-----------------	--------------





This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

Initial Date:	[dd/mm/yyyy]
Premium Payment Date:	[dd/mm/yyyy]
Exercise Period	[dd/mm/yyyy] hasta el [dd/mm/yyyy]
Compliance Date:	[dd/mm/yyyy]
Expiry Date:	[dd/mm/yyyy]

**Note:** All payments or deliveries that the Parties are required to make under the Master Agreement will be through credit or debit to or from the other Party's bank accounts, as indicated in the Schedule.

Notwithstanding the above, on the Transaction Compliance Date, the Party obliged to make the payment may designate different payment instructions therefor, subject to prior notification to the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date. In the event of payments among entities subject to supervision by the Colombian Financial Superintendency (*Superintendencia Financiera de Colombia*), the Party to which the payment is to be made may designate different payment instructions by notifying the other Party before eleven in the morning (11:00 am), local Colombian time on the Compliance Date.

### 3. Other

.....  
 .....  
 .....

#### Party A

.....  
 Authorized Officer

Name:	Seal:

#### Party B

89

The ASOBANCARIA© "Local Master Agreement for Derivative Financial Instruments" is a document proprietary to such entity and made available to the member entities and to others that might freely elect to adopt the same. Use thereof will be permitted subject to due compliance of the conditions provided under the document headed "Instructions for Use of the Asobancaria Local Master Agreement for Derivative Financial Instruments". ASOBANCARIA expressly declares that use of the ASOBANCARIA "Local Master Agreement for Derivative Financial Instruments" is made under the sole responsibility of each of the entities that adopt the same. ASOBANCARIA assumes no liability for the use of this document, particularly, with respect to agreements entered into by entities using the same or for transactions made under such master agreement.



This document is a free translation of the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA© and does not have any legal effect with respect to the First Clause nor to any other of its Clauses or Documents. This document is only intended to be a reference tool, consequently, this document does not create any rights or any obligations to the parties or to third parties. Asobancaria provides this document to its members and to any other entity that voluntarily decides to use it only as a tool to allow its users to have a preliminary approach to subsequently negotiate the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©. The use of this document is authorized under the exclusive responsibility of the entities that decide to use it and under the understanding that the only agreement that creates rights and binds the parties is the "Local Master Agreement for Derivative Financial Instruments" of ASOBANCARIA©.

.....  
Authorized Officer

Name:	Seal:
-------	-------