

PLEASE NOTE THAT THIS IS A DRAFT CONFIRMATION AND IS BEING PROVIDED FOR YOUR INFORMATION AND CONVENIENCE ONLY. A FINAL CONFIRMATION WILL BE FORWARDED TO YOU UPON COMPLETION OF THE TRANSACTION. THIS DRAFT DOES NOT REPRESENT A COMMITMENT ON THE PART OF EITHER PARTY TO ENTER INTO ANY TRANSACTION



STANDARD CHARTERED BANK
FINANCIAL MARKETS OPERATIONS
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[CP name]
Address1
Address2
Address3
Address4

Date: [dd mm yyyy]

Dear Sirs,

Re: Cash for Order (Swaption) – [Underlying Transaction], Transaction Reference No: []
Unique Identifier:[UTI]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between STANDARD CHARTERED BANK ("**Party A**" / "**SCB**") and [] ("**Party B**" / "**Counterparty**") on the Trade Date specified below (the "**Transaction**").

The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "2006 Definitions") are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and this Confirmation, this Confirmation will govern. References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for the purposes of the 2006 Definitions.

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

Relevant elections specified in the ISDA Settlement Matrix will apply to this Confirmation as provided by Section 19.1 of the 2006 ISDA Definitions except to the extent that the following terms are inconsistent with those elections.

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

Page 1 of 4

Standard Chartered Bank (SCB) is incorporated in England with limited liability by Royal Charter 1853 Reference Number ZC18. The Principal Office of SCB is situated in England at 1 Basinghall Avenue, London, EC2V 5DD. Standard Chartered Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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Terms of Swaption:

Party A: [Standard Chartered Bank London] [Other SCB subsidiary] (“**SCB**”)
Party B: [] (“**Counterparty**”)
Trade Date: [*insert date*]
Option Style: [European][American][Bermuda][Asian]
Option Type: Swaption
Option Buyer: Party [A/B]
Option Seller: Party [B/A]
Total Premium: []
Premium Payment Date: []
[Physical / Contract Settlement: [Applicable][Not Applicable]]¹

[Cash Settlement Terms:

Cash Settlement: Applicable
Settlement Date: [] Business Days following the Exercise Date.
Cash Settlement Amount: [*specify means for determination*]²

Procedure for Exercise:

Exercise Period: [From and including [*date*] to and including [*date*]]³ between [*time*] and [*time*] (local time in []).
[Potential Exercise Date(s): []]⁴
[Expiration Date: []]⁵
Expiration Time: []
[Automatic Exercise: Not Applicable]⁶
[Written Confirmation: [Applicable][Not Applicable]

Terms of Underlying Transaction: If the Swaption is exercised by the Option Buyer, the Underlying Transaction shall be effective. If the Swaption is not exercised by the

¹ Express as Applicable if upon exercise of swaption, Underlying Transaction becomes effective.

² Express as Applicable if upon exercise of swaption, cash settlement amount is payable.

³ Insert if American style option.

⁴ Insert if Bermuda style option.

⁵ Insert if Option is exercisable only on the Expiration Date.

⁶ If Automatic Exercise is not specified as Not Applicable, it will be deemed to apply.

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Option Buyer, the Underlying Transaction shall be terminated and deemed cancelled. The terms of the Underlying Transaction are as follows:

[ADD DETAILS OF UNDERLYING TRANSACTION AS PER APPROVED PDS]

Calculation Agent: SCB

Account Details

Account for payments to Party A : To be advised

Account for payments to Party B : In accordance with standard settlement instructions currently held by Party A or as otherwise notified by Party B.

Offices

The Office of Party A for the Transaction is : London

The Office of Party B for the Transaction is : XXXX

Representations: Each party represents to the other party as of the date that it enters into this Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

- (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered to be investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.
- (iii) **Status of Parties.** The other party is not acting as a fiduciary for or adviser to it in respect of this Transaction.

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This Confirmation supersedes and replaces any other deal acknowledgment or confirmation (including any electronic or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof, and any amendments, replacements or supplements to any electronic confirmation sent in connection with this Transaction after the date hereof.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully
For and on behalf of
STANDARD CHARTERED BANK

By : _____
Name :
Title :

Confirmed as of the date first above written,
For and on behalf of
XXXXX

By : _____
Name :
Title :