

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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UNITED KINGDOM

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[CP name]
Address1
Address2
Address3
Address4

Date: [dd mm yyyy]

Dear Sirs,

Re: FX Forward, Transaction Reference No: []/[]
Unique Identifier: []/[]

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**") and Client Long Name ("**Party B**") on the Trade Date specified below (the "**Transaction**").

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) (the "**FX Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between the FX Definitions and this Confirmation, this Confirmation will govern.

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:

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

Page 1 of 7

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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Trade Date : [insert date]

Buyer : [Party A / Party B]

Seller : [Party B / Party A]

Call Currency and Call Currency Amount : [CCY] [Amount]

Put Currency and Put Currency Amount : [CCY] [Amount]

Currency Option Style : [European]

Currency Option Type : [●] Put / [●] Call

For Cash Settled and NDOs only

Reference Currency : [●]

Settlement Currency : [●]

Strike Price : [[●] (expressed as the amount of [●] per one [●])]¹

Settlement Date : ***For Deliverable only***
[Date], or [number of settlement days] Business Day after the Expiration Date of such Currency Option Transaction, whichever is later.***For Cash Settled only***

[Date], or [number of settlement days] Business Day after the Expiration Date of such Currency Option Transaction, whichever is later.

For NDO USD Settled only (Variations as per EMTA Matrix)

[●], subject to adjustment if the Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, and in each such case, the Settlement Date shall be as soon as practicable, but in no event later than [●]² Business Days [after the date] on which the Spot Rate is determined.

For NDO Cross Currency only (Variations as per EMTA Matrix)

[●], subject to adjustment if the Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, and in each such case, the Settlement Date shall be as soon as practicable, but in no event later

¹ Insert Strike Rate for single tranche, remove for multiple tranche

² Insert number of Settlement days from the Non-Deliverable Matrix

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than [●]³ Business Days [after the date] on which the Cross Currency Settlement Rate is determined.

Settlement : Deliverable
Non-Deliverable
Cash Settlement

For Cash Settled and NDO USD Settled only

Settlement Rate Option : [●]

For NDO Cross Currency only

Settlement Rate : [Cross Currency Settlement Rate]

Cross Currency Settlement Rate : The Cross Currency Settlement Rate shall be determined for the Valuation Date with reference to the Reference Currency Spot Rate and the Settlement Currency Spot Rate, each as determined for the Valuation Date, provided that,

1. the Settlement Rate Option for the Reference Currency shall be [Reference_Currency_Spot_Rate]⁴
2. the Settlement Rate Option for the Settlement Currency shall be [Settlement_Currency_Spot_Rate]⁵; and
3. the Specified Time of the Settlement Rate Option for the Settlement Currency shall be [Settlement_Currency_Fixing_Time]⁶

Expiration Date : [●], subject to adjustment in accordance with the [●] Business Day Convention.

Valuation Date (as adjusted from time to time in accordance with its terms)

For Cash Settled and NDOs only

Valuation Date : [*], the Exercise Date of such Currency Option Transaction

[*] ("Scheduled Valuation Date"), subject to adjustment in accordance with the Preceding Business Day convention and in the event of an Unscheduled Holiday, subject to adjustment in accordance with the Following Business Day convention.

³ Insert number of Settlement days from the Non-Deliverable Matrix

⁴ Refer to Non- Deliverable Matrix

⁵ Refer to Non- Deliverable Matrix

⁶ Refer to Non- Deliverable Matrix

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[Notwithstanding the foregoing, if the parties have specified a Scheduled Valuation Date that falls on a date that, as at the Trade Date, is not a scheduled Business Day in New York, no adjustment shall be made on account of the fact that such date is not a Business Day in New York.]^{7]}

Expiration Time : At or around [●] or [●]
[The time at which the Spot Rate is determined.]
[The later of the time of determination or publication (whichever is later) of the Reference Currency Spot Rate and the time of determination or publication (whichever is later) of the Settlement Currency Spot Rate.]

Automatic Exercise : Applicable

Premium : [●][●][Party A][Party B] will pay the Premium to [Party A][Party B] on the Premium Payment Date.

[Premium Payment Date] : [●], subject to adjustment in accordance with the [Modified] Following Business Day Convention.]⁸

FOR USD Settled Non Deliverable

Disruption Events: [PER INDUSTRY TEMPLATE]

Disruption Fallbacks: [PER INDUSTRY TEMPLATE]

Other Terms: [PER INDUSTRY TEMPLATE]

FOR Cross Currency Non Deliverable

Disruption Events for Settlement Rate for Reference Currency: Incorporated in their entirety from the current recommended EMTA Template Terms for [insert Reference Currency] / USD Non-Deliverable FX Transactions as set forth at www.emta.org as of the Trade Date

Disruption Fallbacks for Settlement Rate for Reference Currency: Incorporated in their entirety from the current recommended EMTA Template Terms for [insert Reference Currency] / USD

⁷ Insert if the transaction is a USDBRL Non-Deliverable Currency Option Transaction.

⁸ Insert if Premium amount is applicable and insert the relevant Date and Business Day convention, remove Premium Payment Date if the Premium Amount is Zero.

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Non-Deliverable FX Transactions as set forth at www.emta.org as of the Trade Date

Other Terms:

Incorporated in their entirety from the current recommended EMTA Template Terms for [insert Reference Currency] / USD Non-Deliverable FX Transactions as set forth at www.emta.org as of the Trade Date

Maximum Days of Postponement : [] calendar days

Quoting Dealer Disclaimer : The parties acknowledge that one or both parties to this Transaction acting directly or through a branch or an affiliate may be requested to provide a quotation or quotations from time to time for the purpose of determining [Acknowledgement_Survey_Rate] and such quotation may affect, materially or otherwise, the settlement of the Transaction.

Relevant [City][Cities] for Business Day(s) for Exercise Date : [●]

Relevant [City][Cities] for Business Day(s) for Expiration Date : [●]

Relevant [City][Cities] for Business Day(s) for Settlement Date : [●]

Relevant [City][Cities] for Business Day(s) for Valuation Date : [●]

[WM Company Business Days] : The dates on which The WM Company, through its currency market data services, publishes spot rates for the relevant currency pair (the dates on which such services will not be provided may be found in its internet website page, <http://www.wmcompany.com/>.)⁹

Relevant [City][Cities] for Business Day(s) for Premium Payment Date : [●]

Calculation Agent : [●]

ADD THIS ONLY IF TRADE HAS CNH PAYMENTS:

[Additional Disruption Event Provisions for an Offshore Deliverable CNY Transaction and ISDA Offshore Deliverable CNY Transaction Disruption Fallback Matrix] : Applicable

⁹ Insert if Business Day for Valuation Date is WM Company Business Days

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Offshore CNY Center: : [●]/[Hong Kong]

Independent Amount : For the purpose of the Transaction, the Independent Amount with respect to [Party A/Party B] shall not apply, and with respect to [Party B/Party A] shall be [Currency] [Amount].

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
XXXXXX

By : _____
Name :
Title :