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**ISDA Glossary of Selected Provisions from the  
1998 FX and Currency Option Definitions,  
as amended by the 2005 Barrier Option Supplement  
~ Vietnamese Translation**

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[Apr 25, 2011]

**OBJECTIVES**  
**of the ISDA Glossary of Selected Provisions from the**  
**1998 FX and Currency Option Definitions,**  
**as amended by the 2005 Barrier Option Supplement**  
**~ Vietnamese Translation**

This Glossary is intended to serve as a reference tool when entering into certain plain vanilla OTC FX and currency option transactions with counterparties who may require a Vietnamese translation. The types of transactions covered by this Glossary are as follows:

- (a) Deliverable USD/VND FX spots, FX forwards and FX swaps,
- (b) Deliverable USD/VND put and call currency options, and
- (c) Deliverable USD/VND binary currency options.

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1. **The precise documentation of each individual transaction remains the responsibility of the parties concerned. ISDA assumes no responsibility for any use to which this Glossary may be put, including without limitation, any use of this Glossary in connection with any transaction confirmation.**
2. This Glossary translates into Vietnamese selected provisions from the 1998 FX and Currency Option Definitions, as amended by the 2005 Barrier Option Supplement (the “**Definitions**”). The provisions have been selected on the basis that such provisions are relevant to the range of plain vanilla OTC FX and currency option transactions involving USD/VND more particularly described under “Objectives” of this Glossary on the preceding page.
3. This Glossary has been made available for educational and discussion purposes only. It does not constitute an official translation of the relevant definitions and provisions. Further, it does not constitute legal or other advice. ISDA accepts no responsibility for any errors, omissions or inaccuracies.
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5. This Glossary may be subject to periodic revision and may be published exclusively online. Please check the ISDA website for updates.

**1998 FX AND CURRENCY OPTION DEFINITIONS**

**ARTICLE 1**  
CERTAIN GENERAL DEFINITIONS

1. **Section 1.1. Business Day.** "Business Day" means for purposes of:
- (a) the definition of Settlement Date and Premium Payment Date,
    - (i) a day on which commercial banks effect (or, but for the occurrence of any Disruption Event applicable to a Transaction, would have effected) delivery of the currency to be delivered on such Settlement Date or Premium Payment Date, respectively, in accordance with the market practice of the foreign exchange market in the place(s) specified for that purpose in a Confirmation generally or specifically for purposes of either the Settlement Date or Premium Payment Date, respectively, or
    - (ii) if a place is not so specified,
      - (A) a day on which commercial banks effect (or, but for the occurrence of any Disruption Event applicable to a Transaction, would have effected) delivery of the currency to be delivered on such Settlement Date or Premium Payment Date, respectively, in accordance with the market practice of the foreign exchange market in the Principal Financial Center of such currency; or
      - .....
      - (D) a day that is a Business Day ..... in respect of each relevant currency where the currencies to be delivered on such Settlement Date or Premium Payment Date, respectively, are different currencies (unless market practice in the relevant foreign exchange markets otherwise provides);
  - (b) the definition of Valuation Date .....,
    - (i) a day on which commercial banks are open (or, but for the occurrence of any Disruption Event applicable to a

	<p>Transaction, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the place(s) specified for that purpose in a Confirmation generally or specifically for purposes of the Valuation Date ....., or</p> <p>(ii) if a place is not so specified,</p> <p>(A) a day on which commercial banks are open (or, but for the occurrence of any Disruption Event applicable to a Transaction, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Center of the Reference Currency or, in the case of a Currency Option Transaction where such a currency is not specified, the Call Currency and the Put Currency, and the places where the offices through which each party is transacting are located, as specified in a Confirmation;</p> <p>.....</p> <p>(c) the definition of Exercise Date, ..... Exercise Period and Expiration Date, in the case of a Currency Option Transaction,</p> <p>(i) a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the place(s) specified for that purpose in a Confirmation generally or specifically for purposes of the Exercise Date, ..... Exercise Period or Expiration Date, respectively, or</p> <p>(ii) if a place is not so specified, a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the place where the office through which Seller is transacting is located, as specified in a Confirmation;</p> <p>(d) the provisions of each Settlement Rate Option defined in these Definitions or in a Confirmation (subject to Section 1.1(b)),</p>	
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	<ul style="list-style-type: none"> <li>(i) a day on which commercial banks are open (or, but for the occurrence of any Disruption Event applicable to a Transaction, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the place(s) specified for that purpose in a Confirmation generally or specifically for purposes of that Settlement Rate Option, or</li> <li>(ii) if a place is not so specified (unless otherwise provided in these Definitions), <ul style="list-style-type: none"> <li>(A) a day on which commercial banks are open (or, but for the occurrence of any Disruption Event applicable to a Transaction, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Center of the Reference Currency;</li> <li>.....; and</li> </ul> </li> <li>(e) any other provision of these Definitions or a Confirmation, <ul style="list-style-type: none"> <li>(i) a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the place(s) specified for that purpose in a Confirmation as Business Day(s) generally or specifically for the relevant purpose, or</li> <li>(ii) if a place is not so specified, a day on which commercial banks are open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the places where the offices through which each party is transacting are located, as specified in a Confirmation.</li> </ul> </li> </ul>	
2.	<p><b>Section 1.2. Business Day Convention.</b> (a) "Business Day Convention" means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day. The following terms, when used in conjunction with the term "Business Day Convention" and a date, will mean that an adjustment will be made if that date would otherwise fall on a day that is not a</p>	

	<p>Business Day, so that:</p> <ul style="list-style-type: none"> <li>(i) if "Following" is specified, that date will be the first following day that is a Business Day;</li> <li>(ii) if "Modified Following" or "Modified" is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day;</li> </ul> <p>.....</p> <ul style="list-style-type: none"> <li>(iv) if "Preceding" is specified, that date will be the first preceding day that is a Business Day.</li> </ul> <p>(b) The Business Day Convention applicable to a date that is specified in these Definitions or in a Confirmation to be subject to adjustment in accordance with an applicable Business Day Convention will be (i) the Business Day Convention specified for that date in these Definitions or in that Confirmation or, (ii) if such a convention is not so specified for that date but is specified for a Transaction, the Business Day Convention specified in the Confirmation for that Transaction.</p>	
3.	<p><b>Section 1.3. Calculation Agent.</b> "Calculation Agent" means the party to the Transaction (or a third party) designated as such for the Transaction. Whenever a Calculation Agent is required to act, it will do so in good faith and in a commercially reasonable manner, and its determinations and calculations will be binding in the absence of manifest error.</p>	
4.	<p><b>Section 1.4. Confirmation.</b> "Confirmation" means one or more documents or other confirming evidence exchanged between the parties, which, taken together, are effective to confirm all the terms of a Transaction.</p>	
5.	<p><b>Section 1.5. Currency Option Transaction.</b> "Currency Option Transaction" means a transaction entitling Buyer, upon exercise, to purchase from Seller at the Strike Price a specified quantity of Call Currency and to sell to Seller at the Strike Price a specified quantity of Put Currency.</p>	
6.	<p><b>Section 1.7. Deliverable.</b> If "Deliverable" is specified in a</p>	

	<p>Confirmation or is deemed specified, it means that "Deliverable" is applicable to the Transaction and that such Transaction will settle in accordance with the provisions of,</p> <p>(a) in the case of an FX Transaction, Section 2.2(a); and</p> <p>(b) in the case of a Currency Option Transaction, Section 3.7(a),</p> <p>except as otherwise provided in Section 3.6(c) and Article 5. Unless the parties otherwise specify, Deliverable will be deemed to apply to a Transaction.</p>	
7.	<p><b>Section 1.8. Deliverable Currency Option Transaction.</b> "Deliverable Currency Option Transaction" means a Currency Option Transaction to which Deliverable applies.</p>	
8.	<p><b>Section 1.9. Deliverable FX Transaction.</b> "Deliverable FX Transaction" means an FX Transaction to which Deliverable applies.</p>	
9.	<p><b>Section 1.12. FX Transaction.</b> "FX Transaction" means a transaction providing for the purchase of an agreed amount in one currency by one party to such transaction in exchange for the sale by it of an agreed amount in another currency to the other party to such transaction.</p>	
10.	<p><b>Section 1.13. Non-Deliverable.</b> If "Non-Deliverable", "Cash Settlement" or "In-the-Money Settlement" is specified in a Confirmation, it means that "Non-Deliverable" is applicable to the Transaction and that such Transaction will settle in accordance with the provisions of,</p> <p>(a) in the case of an FX Transaction, Section 2.2(b); and</p> <p>(b) in the case of a Currency Option Transaction, Section 3.7(b),</p> <p>except as otherwise provided in Article 5.</p>	
11.	<p><b>Section 1.14. Non-Deliverable Currency Option Transaction.</b> "Non-Deliverable Currency Option Transaction" means a Currency Option Transaction to which Non-Deliverable applies.</p>	
12.	<p><b>Section 1.15. Non-Deliverable FX Transaction.</b> "Non-Deliverable FX Transaction" means an FX Transaction to which Non-Deliverable applies.</p>	



13.	<p><b>Section 1.16. Certain Definitions Relating to Non-Deliverable FX Transactions and Non-Deliverable Currency Option Transactions.</b> When used in relation to a Non-Deliverable FX Transaction or a Non-Deliverable Currency Option Transaction, the following terms have the indicated meanings:</p> <p>.....</p> <p>(b) "Settlement Currency" means the currency specified as such in the related Confirmation .....</p> <p>(c) "Settlement Rate" means, for any Valuation Date in respect of a Settlement Date, the currency exchange rate equal to (i) the Settlement Rate specified or otherwise determined as provided in the related Confirmation or, (ii) if a Settlement Rate or a means of determining a Settlement Rate is not so specified, the Spot Rate for that Valuation Date.</p> <p>(d) "Settlement Rate Option" means, in respect of the calculation of a Settlement Currency Amount or an In-the-Money Amount, the Settlement Rate Option specified as such in the related Confirmation (or deemed specified pursuant to Section 4.1 or Article 5) which may be specified by reference to any of the terms defined in these Definitions or defining the Settlement Rate Option in the related Confirmation.</p> <p>(e) "Spot Rate" means, for any Rate Calculation Date, the currency exchange rate determined in accordance with the specified (or deemed specified) Settlement Rate Option, or if a Settlement Rate Option is not specified (or deemed specified), the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Settlement Date, as determined in good faith and in a commercially reasonable manner by the Calculation Agent.</p> <p>(f) "Valuation Date" means each date (i) specified as the Valuation Date or otherwise determined as provided in the related Confirmation, ... which is a day in respect of which a Spot Rate is to be determined for purposes of determining the Settlement Rate, subject to adjustment in accordance with the Preceding Business Day Convention unless another Business Day Convention is specified to be applicable to that Valuation</p>	
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	Date. Unless otherwise specified in the related Confirmation, the Valuation Date will be, (i) in respect of an FX Transaction, two Business Days prior to the Settlement Date and (ii) in respect of a Currency Option Transaction, the Exercise Date.	
14.	<p><b>Section 1.17. Notional Amount.</b> "Notional Amount" means,</p> <p>(a) in respect of a Deliverable FX Transaction or a Deliverable Currency Option Transaction, the quantity of currency specified as such in the related Confirmation ....; and</p> <p>(b) in respect of a Non-Deliverable FX Transaction or a Non-Deliverable Currency Option Transaction, the quantity of Settlement Currency specified as such in the related Confirmation or, if such an amount is not specified, (i) in the case of a Non-Deliverable FX Transaction, the quantity of the Settlement Currency equal to the Reference Currency Notional Amount divided by the Forward Rate or, (ii) in the case of a Non-Deliverable Currency Option Transaction, whichever of the Call Currency Amount or the Put Currency Amount that is denominated in the Settlement Currency.</p>	
15.	<p><b>Section 1.18. Principal Financial Center.</b> "Principal Financial Center" means, in respect of a Transaction and a currency, the financial center or centers specified as such in the related Confirmation or, if none is specified, the financial center or centers indicated for such currency in Annex A of these Definitions.</p>	
16.	<p><b>Section 1.19. Reference Currency.</b> "Reference Currency" means, in respect of a Transaction, the currency specified as the Reference Currency or the local currency, as the case may be, in the related Confirmation.</p>	
17.	<p><b>Section 1.20. Reference Currency Buyer.</b> "Reference Currency Buyer" means, in respect of a Transaction, the party specified as such in the related Confirmation or, if such a party is not specified, the party to which the Reference Currency is owed (or would have been owed if the Transaction were a Deliverable Transaction) on the Settlement Date.</p>	
18.	<p><b>Section 1.21. Reference Currency Notional Amount.</b> "Reference Currency Notional Amount" means,</p> <p>(a) in respect of a Deliverable FX Transaction or a Deliverable</p>	

	<p>Currency Option Transaction, the quantity of Reference Currency specified as such in the related Confirmation; and</p> <p>(b) in respect of a Non-Deliverable FX Transaction or a Non-Deliverable Currency Option Transaction, the quantity of Reference Currency specified as such in the related Confirmation or, if such an amount is not specified, (i) in the case of a Non-Deliverable FX Transaction, the quantity of Reference Currency equal to the Notional Amount multiplied by the Forward Rate or, (ii) in the case of a Non-Deliverable Currency Option Transaction, whichever of the Call Currency Amount or the Put Currency Amount that is denominated in the Reference Currency.</p>	
19.	<p><b>Section 1.22. Reference Currency Seller.</b> "Reference Currency Seller" means, in respect of a Transaction, the party specified as such in the related Confirmation or, if such a party is not specified, the party which owes (or would have owed if the Transaction were a Deliverable Transaction) the Reference Currency on the Settlement Date.</p>	
20.	<p><b>Section 1.23. Rounding.</b> For purposes of any calculations referred to in these Definitions (unless otherwise specified in a Confirmation), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (<i>e.g.</i>, 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)) and (b) any currency amounts used in or resulting from such calculations will be rounded in accordance with the relevant market practice.</p>	
21.	<p><b>Section 1.24. Settlement Date.</b> "Settlement Date" means, in respect of a Transaction, the date specified as the Settlement Date or the Payment Date, as the case may be, or otherwise determined as provided in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention unless another Business Day Convention is specified to be applicable to that Settlement Date.</p>	
22.	<p><b>Section 1.25. Trade Date.</b> "Trade Date" means, in respect of a Transaction, the date specified as the Trade Date, Contract Date,</p>	

	Create Date or Deal Date, as the case may be, in the related Confirmation, which date is the day on which the parties enter into the Transaction.	
23.	<b>Section 1.26. Transaction.</b> "Transaction" means an FX Transaction, a Currency Option Transaction or any other transaction with respect to which the parties indicate these Definitions apply in the related Confirmation.	
	<b>ARTICLE 2</b> GENERAL TERMS RELATING TO FX TRANSACTIONS	
24.	<p><b>Section 2.1. Certain Definitions and Provisions Relating to FX Transactions.</b> When used in relation to an FX Transaction, the following terms have the indicated meanings:</p> <p>(a) <b>Forward Rate.</b> "Forward Rate" means the currency exchange rate, expressed as the amount of Reference Currency per one unit of Settlement Currency, specified as such in the related Confirmation or, if such a rate is not specified, the currency exchange rate (i) obtained by dividing the Reference Currency Notional Amount by the Notional Amount .....</p>	
25.	<p><b>Section 2.2. Terms Relating to Settlement.</b></p> <p>(a) <b>Deliverable FX Transaction.</b> On the Settlement Date in respect of a Deliverable FX Transaction, each party will pay the amount specified as payable by it in the related Confirmation, subject to any applicable condition precedent and any applicable provisions of Article 5.</p> <p>(b) <b>Non-Deliverable FX Transaction.</b></p> <p>(i) On the Settlement Date in respect of a Non-Deliverable FX Transaction, (A) if the Settlement Currency Amount is a positive number, the Reference Currency Buyer will pay that amount in the Settlement Currency to the Reference Currency Seller or, (B) if the Settlement Currency Amount is a negative number, the Reference Currency Seller will pay the absolute value of that amount in the Settlement Currency to the Reference Currency Buyer, in each case subject to any applicable condition precedent and any applicable provisions of Article 5.</p>	

	<p>(ii) Settlement Currency Amount. "Settlement Currency Amount" means an amount expressed in the Settlement Currency calculated on a formula basis as follows:</p> $\text{Settlement Currency Amount} = \left[ \text{Notional Amount} \times \left( 1 - \frac{\text{Forward Rate}}{\text{Settlement Rate}} \right) \right]$ <p>where both the Forward Rate and the Settlement Rate are quoted in terms of the amount of Reference Currency per one unit of Settlement Currency.</p>	
<p><b>ARTICLE 3</b> GENERAL TERMS RELATING TO CURRENCY OPTION TRANSACTIONS</p>		
26.	<p><b>Section 3.1. Certain Definitions and Provisions Relating to Currency Option Transactions.</b> When used in relation to a Currency Option Transaction, the following terms have the indicated meanings:</p> <p>(a) <b>Buyer.</b> "Buyer" means the party specified as such in the related Confirmation, which party will, on the Premium Payment Date, pay to Seller the Premium.</p> <p>(b) <b>Call Currency.</b> "Call Currency" means the currency specified as such in the related Confirmation or, if such a currency is not specified, the currency that is to be purchased by Buyer.</p> <p>(c) <b>Call Currency Amount.</b> "Call Currency Amount" means the aggregate amount of Call Currency to be purchased upon the exercise (or deemed exercise) of the Currency Option Transaction as specified in the related Confirmation or, if such an amount is not specified, the Put Currency Amount multiplied by the Strike Price (where the Strike Price is expressed as the amount of Call Currency to be paid per one unit of Put Currency).</p> <p>(d) <b>Put Currency.</b> "Put Currency" means the currency specified as such in the related Confirmation or, if such a currency is not specified, the currency that is to be sold by Buyer.</p> <p>(e) <b>Put Currency Amount.</b> "Put Currency Amount" means the aggregate amount of Put Currency to be sold upon the exercise</p>	

	<p>(or deemed exercise) of the Currency Option Transaction as specified in the related Confirmation or, if such an amount is not specified, the Call Currency Amount divided by the Strike Price (where the Strike Price is expressed as the amount of Call Currency to be paid per one unit of Put Currency).</p> <p>(f) <b>Seller.</b> "Seller" means the party specified as such in the related Confirmation, which party grants to Buyer, upon the exercise (or deemed exercise) of a Currency Option Transaction, (i) if Deliverable is applicable, the right, but not the obligation, to cause Seller to pay to Buyer the Call Currency Amount on the Settlement Date and (ii) if Non-Deliverable is applicable, the right, but not the obligation, to cause Seller to pay to Buyer the In-the-Money Amount, if any, on the Settlement Date.</p> <p>(g) <b>Strike Price.</b> "Strike Price" means the currency exchange rate specified as such in the related Confirmation, which is the currency exchange rate at which the Currency Pair will be exchanged upon the exercise (or deemed exercise) of the right or rights granted pursuant to a Currency Option Transaction.</p>	
27.	<p><b>Section 3.2. Option Style.</b></p> <p>.....</p> <p>(c) <b>European.</b> "European" means a style of Currency Option Transaction pursuant to which the right or rights granted are exercisable only on the Expiration Date.</p>	
28.	<p><b>Section 3.3. Option Type.</b></p> <p>(a) <b>Call.</b> "Call" means a type of Currency Option Transaction entitling, subject to any applicable condition precedent and any applicable provisions of Article 5, Buyer upon exercise:</p> <p>(i) in the case of a Deliverable Currency Option Transaction, to purchase from Seller the Call Currency Amount at the Strike Price; and</p> <p>(ii) in the case of a Non-Deliverable Currency Option Transaction, to receive from Seller the In-the-Money Amount, if positive, calculated in accordance with Section 3.7(c), in each case, as more particularly provided in or pursuant to the related Confirmation.</p>	

	<p>(b) <b>Put.</b> "Put" means a type of Currency Option Transaction entitling, subject to any applicable condition precedent and any applicable provisions of Article 5, Buyer upon exercise:</p> <p>(i) in the case of a Deliverable Currency Option Transaction, to sell to Seller the Put Currency Amount at the Strike Price; and</p> <p>(ii) in the case of a Non-Deliverable Currency Option Transaction, to receive from Seller the In-the-Money Amount, if positive, calculated in accordance with Section 3.7(c), in each case, as more particularly provided in or pursuant to the related Confirmation.</p>	
29.	<p><b>Section 3.4. Terms Relating to Premium.</b></p> <p>(a) <b>Premium; Price.</b> "Premium" means, in respect of a Currency Option Transaction and a Premium Payment Date, the amount, if any, that is specified or otherwise determined as provided in the related Confirmation and, subject to any applicable condition precedent, is payable by Buyer to Seller on the Premium Payment Date or on each Premium Payment Date if more than one is specified, for value on such date. Instead of specifying the Premium as an amount, the Premium may be specified by the parties as a "Price", which will be stated as a percentage of the Call Currency Amount or the Put Currency Amount, as appropriate.</p> <p>(b) <b>Premium Payment Date.</b> "Premium Payment Date" means, in respect of a Currency Option Transaction, one or more dates specified as such or otherwise determined as provided in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention unless another Business Day Convention is specified to be applicable to that Premium Payment Date.</p>	
30.	<p><b>Section 3.5. General Terms Relating to Exercise.</b></p> <p>(a) <b>Commencement Date.</b> "Commencement Date" means, in respect of a Currency Option Transaction, the date specified as such in the related Confirmation or, if such a date is not specified, the Trade Date.</p> <p>(b) <b>Exercise Date.</b> "Exercise Date" means, in respect of a Currency</p>	

	<p>Option Transaction, the day during the Exercise Period on which the rights granted pursuant to that Currency Option Transaction are exercised or deemed to be exercised.</p> <p>(c) <b>Exercise Period.</b> "Exercise Period" means, ..... (ii) in respect of a European style Currency Option Transaction, the Expiration Date between 9:00 a.m. (local time in the place where the office through which Seller is transacting is located, as specified in the related Confirmation) and the Expiration Time .....</p> <p>(d) <b>Expiration Date.</b> "Expiration Date" means, in respect of a Currency Option Transaction, the date specified as such in the related Confirmation, subject to adjustment in accordance with the Following Business Day Convention unless another Business Day Convention is specified to be applicable to that Expiration Date.</p> <p>(e) <b>Expiration Time.</b> "Expiration Time" means, in respect of a Currency Option Transaction, the time specified as such in the related Confirmation.</p> <p>(f) <b>Latest Exercise Time.</b> "Latest Exercise Time" means, in respect of a Currency Option Transaction, (i) on any day other than the Expiration Date, the time specified as such in the related Confirmation or, if such a time is not specified, the Expiration Time and (ii) on the Expiration Date, the Expiration Time.</p> <p>(g) <b>Notice of Exercise.</b> "Notice of Exercise" means, in respect of a Currency Option Transaction, irrevocable notice delivered by Buyer to Seller prior to or at the Expiration Time on the Expiration Date (which may be delivered by facsimile, electronic messaging system or orally, including by telephone, unless the parties otherwise agree with respect to a Currency Option Transaction) of Buyer's exercise of the right or rights granted pursuant to a Currency Option Transaction.</p> <p>.....</p>	
31.	<p><b>Section 3.6. Additional Terms Relating to Exercise.</b></p> <p>(a) <b>Exercise.</b> Buyer may exercise the right or rights granted pursuant to a Currency Option Transaction only by giving a Notice of Exercise during the Exercise Period, unless Automatic</p>	



	<p>Exercise applies and the Currency Option Transaction is deemed exercised. If a Notice of Exercise has not been received by Seller prior to or at the Expiration Time on the Expiration Date (and Automatic Exercise is specified as not applicable in the related Confirmation), the right or rights granted pursuant to the Currency Option Transaction will expire and become void and of no effect. Unless otherwise specified in a Confirmation, a Currency Option Transaction may be exercised only in whole.</p> <p>(b) <b>Effectiveness of Notice of Exercise.</b> A Notice of Exercise is effective, ..... (iii) in the case of a European style Currency Option Transaction, if received at or prior to the Expiration Time on the Expiration Date, upon receipt thereof by Seller.</p> <p>(c) <b>Automatic Exercise.</b> If "Automatic Exercise" is specified (or deemed specified) to be applicable to a Currency Option Transaction and at the Expiration Time on the Expiration Date the Currency Option Transaction has not been exercised, then it will be deemed exercised as of that time if the In-the-Money Amount of the Currency Option Transaction at such Expiration Time equals or exceeds the product of (i) one percent of the Strike Price multiplied by (ii) the Call Currency Amount or the Put Currency Amount, as appropriate, unless Buyer notifies Seller (by telephone or in writing) prior to the Expiration Time that it does not wish Automatic Exercise to occur. In the case of a Deliverable Currency Option Transaction, if Automatic Exercise occurs, Seller may elect to settle such Currency Option Transaction in accordance with either Section 3.7(a) or Section 3.7(b). In either case, Seller will notify Buyer of its election of the method of settlement as soon as reasonably practicable after the Expiration Time. Unless the parties otherwise specify, Automatic Exercise will be deemed to apply to a Currency Option Transaction.</p>	
32.	<p><b>Section 3.7. Terms Relating to Settlement.</b></p> <p>(a) <b>Deliverable Currency Option Transaction.</b> In respect of an Exercise Date under a Deliverable Currency Option Transaction, on the Settlement Date Buyer will pay to Seller the Put Currency Amount and Seller will pay to Buyer the Call Currency Amount, subject to the provisions of Section 3.6(c), any other applicable condition precedent and any applicable</p>	

provisions of Article 5.

(b) **Non-Deliverable Currency Option Transaction.** In respect of an Exercise Date under a Non-Deliverable Currency Option Transaction, Seller will pay to Buyer the In-the-Money Amount, if positive, on the Settlement Date, subject to any applicable condition precedent and any applicable provisions of Article 5.

(c) **In-the-Money Amount.** "In-the-Money Amount" means, in respect of a Valuation Date:

(i) if the parties have specified a Settlement Currency in a Confirmation ....., the amount, if positive, expressed in the Settlement Currency calculated on a formula basis as follows:

(A) in the case of a Currency Option Transaction where the Reference Currency is the Put Currency and the Settlement Currency is the Call Currency:

$$\text{In-the-Money Amount} = \left[ \text{Call Currency Amount} \times \left( \frac{\text{Settlement Rate} - \text{Strike Price}}{\text{Settlement Rate}} \right) \right]$$

where both the Strike Price and the Settlement Rate are quoted in terms of the amount of Reference Currency per one unit of Settlement Currency; and

(B) in the case of a Currency Option Transaction where the Reference Currency is the Call Currency and the Settlement Currency is the Put Currency:

$$\text{In-the-Money Amount} = \left[ \text{Put Currency Amount} \times \left( \frac{\text{Strike Price} - \text{Settlement Rate}}{\text{Settlement Rate}} \right) \right]$$

where both the Strike Price and the Settlement Rate are quoted in terms of the amount of Reference Currency per one unit of Settlement Currency; or

(ii) if a Settlement Currency is not specified (or deemed

	<p>specified), the amount, if positive, calculated on a formula basis as follows:</p> <p>(A) in the case of a Call, the excess of the Settlement Rate over the Strike Price, multiplied by the Call Currency Amount, where both the Strike Price and the Settlement Rate are quoted in terms of the amount of Put Currency to be paid per one unit of Call Currency; and</p> <p>(B) in the case of a Put, the excess of the Strike Price over the Settlement Rate, multiplied by the Put Currency Amount, where both the Strike Price and the Settlement Rate are quoted in terms of the amount of Call Currency to be paid per one unit of Put Currency.</p>	
<p><b>ARTICLE 4</b> CALCULATION OF RATES FOR CERTAIN SETTLEMENT RATE OPTIONS</p>		
33.	<p><b>Section 4.1. Certain Published and Displayed Sources.</b></p> <p>(a) <b>Multiple Price Sources.</b> If the currency exchange rate specified in the applicable Settlement Rate Option is published or announced by more than one price source and the price source referred to in such Settlement Rate Option fails to publish or announce that currency exchange rate on the Rate Calculation Date (or, if different, the day on which rates for that date would, in the ordinary course, be published or announced by such price source), then the Spot Rate for that Rate Calculation Date will be determined as if the parties had specified any other available price source which actually publishes or announces such currency exchange rate on such Rate Calculation Date (or, if different, the day on which rates for that date would, in the ordinary course, be published or announced by the relevant price source) as the applicable Settlement Rate Option.</p> <p>(b) <b>Official Successor Rate.</b> If the currency exchange rate specified in the applicable Settlement Rate Option is reported, sanctioned, recognized, published, announced or adopted (or other similar action) by the relevant Governmental Authority, and such currency exchange rate ceases to exist and is replaced by a successor currency exchange rate that is reported, sanctioned, recognized, published, announced or adopted (or</p>	

	<p>other similar action) by such Governmental Authority (the "Official Successor Rate"), then the Spot Rate for the relevant Rate Calculation Date will be determined as if the parties had specified any available price source which publishes or announces the Official Successor Rate (including, but not limited to, an official publication of that Governmental Authority) on such Rate Calculation Date (or, if different, the day on which rates for that date would, in the ordinary course, be published or announced by the relevant price source) as the applicable Settlement Rate Option.</p>	
34.	<p><b>Section 4.2. Annex A.</b> The remaining provisions of this Article are published in Annex A, which may be amended from time to time. Unless otherwise specified in a Confirmation, parties will be deemed to have incorporated Annex A as amended through the Trade Date of a Transaction.</p>	
<p><b>ARTICLE 5</b> <b>DISRUPTION EVENTS</b></p>		
35.	<p><b>Section 5.1. Disruption Events.</b></p> <p>(a) "Disruption Event" means an event that, if applicable to a Transaction, would give rise in accordance with an applicable Disruption Fallback to either an alternative basis for determining the Settlement Rate or an alternative basis for settling the Transaction .....</p> <p>(b) A Disruption Event is applicable to a Transaction if it is specified in the related Confirmation or if, pursuant to Section 5.1(e), it is deemed to have been specified for that Transaction.</p> <p>(c) If the parties have executed:</p> <p>(i) an ISDA Master Agreement or a 1987 Interest Rate and Currency Exchange Agreement, as amended and supplemented, (each a "Master Agreement") which governs a Transaction and if an event or circumstance that would otherwise constitute or give rise to an Illegality (as such term is defined in the Master Agreement) or, if applicable, an Impossibility (as such term is defined in the Schedule to the Master Agreement) also constitutes a Disruption Event that is applicable to that Transaction, then such event or</p>	

	<p>circumstance will be treated as a Disruption Event and will be deemed not to constitute an Illegality or Impossibility, as the case may be, for purposes of these Definitions and that Master Agreement; or</p> <p>.....</p> <p>(d) When used in relation to a Transaction in conjunction with the term "Disruption Event" and for purposes of Section 5.1(e), the following terms have the indicated meanings:</p> <p>.....</p> <p>(xi) "Price Source Disruption" means it becomes impossible to obtain the Settlement Rate on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source).</p> <p>.....</p> <p>(e) Unless the parties otherwise provide in a Confirmation:</p> <p>(i) if the parties do not specify any Disruption Event in a Confirmation, then (A) in respect of a Deliverable Transaction, no Disruption Events will be deemed to have been specified and (B) in respect of a Non-Deliverable Transaction, Price Source Disruption will be deemed to have been specified;</p> <p>.....</p> <p>(f) If, after the Trade Date of a Transaction, a Disruption Event applicable to that Transaction has occurred and is continuing in respect of that Transaction,</p> <p>.....</p> <p>(ii) in the case of ..... Price Source Disruption, on the day that is the Valuation Date for that Transaction (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source);</p> <p>.....</p>	
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	<p>then the Settlement Rate for that Transaction will be determined or the Transaction will be settled, as the case may be, in accordance with the terms of the first applicable Disruption Fallback pursuant to Section 5.2. For purposes of this subsection (f) only, the definition of Business Day in Section 1.1 as applied to the definition of Valuation Date and Settlement Date will include any day on which, in the case of a Valuation Date, commercial banks would have been open or, in the case of a Settlement Date, commercial banks would have effected delivery of the currency to be delivered, but for the occurrence in the Event Currency Jurisdiction of a banking moratorium or other similar event related to any Disruption Event applicable to a Transaction.</p> <p>.....</p>	
36.	<p><b>Section 5.2. Disruption Fallbacks.</b></p> <p>(a) "Disruption Fallback" means a source or method that, if applicable to a Transaction, gives rise to either an alternative basis for determining the Settlement Rate or an alternative basis for settling a Transaction ....., as the case may be, when a Disruption Event has occurred and is continuing on the relevant date set forth in Section 5.1(f).</p> <p>(b) A Disruption Fallback is applicable to a Transaction if it is specified in the related Confirmation or if, pursuant to Section 5.2(e), it is deemed to have been specified for that Transaction.</p> <p>(c) When used in relation to a Transaction in conjunction with the term "Disruption Fallback" and for purposes of Section 5.2(e), the following terms have the indicated meanings:</p> <p>.....</p> <p>(ii) "Calculation Agent Determination of Settlement Rate" means that the Calculation Agent will determine the Settlement Rate (or a method for determining the Settlement Rate), taking into consideration all available information that in good faith it deems relevant.</p> <p>.....</p> <p>(v) "Fallback Reference Price" means, in respect of .... a</p>	

Price Source Disruption Event ....., that the Calculation Agent will determine the Settlement Rate for a Transaction on the relevant Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced) pursuant to the first of the alternate Settlement Rate Options, if any, specified as a Fallback Reference Price for such purpose in these Definitions or the related Confirmation that is not subject to a Disruption Event.

.....

(ix) "No Fault Termination" means that the Transaction will terminate in accordance with the applicable provisions set forth in Section 6 of the ISDA Master Agreement (which provisions, excluding Section 6(b)(iii), are hereby incorporated by reference into these Definitions), as if: (A) an "Additional Termination Event" had been specified and had occurred, (B) any applicable grace periods had lapsed, (C) any notice was effective on the date No Fault Termination became the applicable Disruption Fallback, (D) there were two "Affected Parties" and (E) the Transaction was the only "Affected Transaction". On the date No Fault Termination becomes the applicable Disruption Fallback, either Affected Party may, by notice to the other party, designate such date as an "Early Termination Date" and (unless otherwise specified in the related Confirmation) it will be deemed that "Loss" applies (irrespective of the payment measure, if any, elected by the parties under the Master Agreement, if any, governing the Transaction) and the Termination Currency is the Non-Event Currency. The terms "Additional Termination Event", "Affected Parties", "Affected Transaction", "Early Termination Date", "Loss" and "Termination Currency Equivalent" have the meanings provided for in the ISDA Master Agreement.

.....

(d) The parties may specify in a Confirmation other Disruption Fallbacks that will apply to a Transaction.

(e) Unless the parties otherwise provide in a Confirmation and

	<p>subject to Section 5.2(g),</p> <p>(i) if the parties do not specify any Disruption Fallbacks in a Confirmation with respect to an applicable Disruption Event, the following Disruption Fallbacks will be deemed to have been specified (in the following order) for the Transaction with respect to the Disruption Event indicated:</p> <p>.....</p> <p>(E) in respect of ..... Price Source Disruption,</p> <p>(1) the Fallback Reference Price specified for such purpose .....; and</p> <p>(2) Calculation Agent Determination of Settlement Rate;</p> <p>.....</p> <p>.....</p> <p>(iii) other than as provided in subsection (f) below, if one or more Disruption Fallbacks are specified in a Confirmation, then only the Disruption Fallbacks specified will apply to the Transaction (in the order so specified).</p> <p>(f) Unless otherwise specified in a Confirmation, if none of the applicable Disruption Fallbacks provides the parties with a means of determining the Settlement Rate or settling the Transaction, as the case may be, the Transaction will terminate in accordance with the provisions of "No Fault Termination".</p>	
37.	<p><b>Section 5.4. Certain Definitions Relating to Disruption Events and Disruption Fallbacks.</b></p> <p>.....</p> <p>(c) <b>Event Currency.</b> "Event Currency" means, (i) in respect of a Deliverable Transaction, the currency specified as such in the related Confirmation and (ii) in respect of a Non-Deliverable Transaction, the currency specified as such in the related Confirmation or, if such a currency is not specified, the Reference Currency.</p> <p>(d) <b>Event Currency Amount.</b> "Event Currency Amount" means,</p>	



<p>(i) in respect of a Deliverable Transaction, the quantity of Event Currency specified as such in the related Confirmation or, if such an amount is not specified, the quantity of Event Currency that is owed by the Event Currency Seller on the Settlement Date, (ii) in respect of a Non-Deliverable Transaction where the Event Currency is the Reference Currency, (A) in the case of a Non-Deliverable FX Transaction, the Settlement Currency Amount multiplied by the Settlement Rate or (B) in the case of a Non-Deliverable Currency Option Transaction, the In-the-Money Amount multiplied by the Settlement Rate, and (iii) in respect of a Non-Deliverable Transaction where the Event Currency is the Settlement Currency, (A) in the case of a Non-Deliverable FX Transaction, the Settlement Currency Amount or (B) in the case of a Non-Deliverable Currency Option Transaction, the In-the-Money Amount.</p> <p>(e) <b>Event Currency Buyer.</b> "Event Currency Buyer" means, (i) in respect of a Deliverable Transaction, the party specified as such in the related Confirmation or, if such a party is not specified, the party to which the Event Currency is owed on the Settlement Date, (ii) in respect of a Non-Deliverable Transaction where the Event Currency is the Reference Currency, the Reference Currency Buyer and (iii) in respect of a Non-Deliverable Transaction where the Event Currency is the Settlement Currency, the Reference Currency Seller.</p> <p>(f) <b>Event Currency Jurisdiction.</b> "Event Currency Jurisdiction" means, in respect of a Transaction, the country for which the Event Currency is the lawful currency.</p> <p>(g) <b>Event Currency Seller.</b> "Event Currency Seller" means, (i) in respect of a Deliverable Transaction, the party specified as such in the related Confirmation or, if such a party is not specified, the party which owes the Event Currency on the Settlement Date, (ii) in respect of a Non-Deliverable Transaction where the Event Currency is the Reference Currency, the Reference Currency Seller and (iii) in respect of a Non-Deliverable Transaction where the Event Currency is the Settlement Currency, the Reference Currency Buyer.</p> <p>.....</p> <p>(i) <b>Governmental Authority.</b> "Governmental Authority" means</p>	
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<p>any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Event Currency Jurisdiction.</p> <p>.....</p> <p>(1) <b>ISDA Master Agreement.</b> "ISDA Master Agreement" means the standard form 1992 ISDA Master Agreement (Multicurrency-Cross Border) published by the International Swaps and Derivatives Association, Inc.</p> <p>.....</p> <p>(o) <b>Non-Event Currency.</b> "Non-Event Currency" means, in respect of a Transaction, the currency of the Currency Pair that is not the Event Currency.</p> <p>(p) <b>Non-Event Currency Amount.</b> "Non-Event Currency Amount" means, in respect of a Transaction, the quantity of Non-Event Currency specified as payable by the Event Currency Buyer in the related Confirmation.</p> <p>.....</p>	
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**ANNEX A**

**ARTICLE 4**  
CALCULATION OF RATES FOR CERTAIN SETTLEMENT RATE OPTIONS

1. **Section 4.3. Currencies.**

.....

(bl)**U.S. Dollar.** "U.S. Dollar", "Dollar", "U.S.\$", "\$" and "USD" each means the lawful currency of the United States of America.

.....

(bn)**Vietnamese Dong.** "Vietnamese Dong" and "VND" each means the lawful currency of the Socialist Republic of Vietnam.

.....

Unless otherwise agreed by the parties to a Transaction, each currency with respect to a particular country defined in this Annex will be deemed to include any lawful successor currency (the "Successor Currency") of that country. If, after the Trade Date and on or before the Settlement Date of a Transaction, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on such Trade Date or any Successor Currency, as the case may be (the "Original Currency"), for a Successor Currency, then for purposes of calculating any amounts of such currency pursuant to a Transaction, and for purposes of effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by such country for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place. If there is more than one such date, the date closest to the Settlement Date will be selected.

Notwithstanding the foregoing provisions, and subject to anything

	<p>agreed by the parties to a Transaction, with respect to any currency that is substituted or replaced by the euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.</p>													
2.	<p><b>Section 4.4. Principal Financial Center.</b> Unless otherwise specified in a Confirmation, the Principal Financial Center with respect to each currency defined in this Annex is the financial center or centers indicated with respect to such currency:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Currency</u></th> <th style="text-align: left;"><u>Financial Center(s)</u></th> </tr> </thead> <tbody> <tr> <td>.....</td> <td></td> </tr> <tr> <td>U.S. Dollar</td> <td>New York</td> </tr> <tr> <td>.....</td> <td></td> </tr> <tr> <td>Vietnamese Dong</td> <td>Hanoi</td> </tr> <tr> <td>.....</td> <td></td> </tr> </tbody> </table>	<u>Currency</u>	<u>Financial Center(s)</u>	.....		U.S. Dollar	New York	.....		Vietnamese Dong	Hanoi	.....		
<u>Currency</u>	<u>Financial Center(s)</u>													
.....														
U.S. Dollar	New York													
.....														
Vietnamese Dong	Hanoi													
.....														
3.	<p><b>Section 4.5. Settlement Rate Options.</b> Subject to Article 5, for purposes of determining a Spot Rate:</p> <p>(a) <b>Asia/Southeast Asia.</b></p> <p>(ix) Vietnamese Dong</p> <p>(A) “VND ABS” or “VND01” each means that the Spot Rate for a Rate Calculation Date will be the Vietnamese Dong/U.S. Dollar spot rate at 11:00 a.m., Singapore time, expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days reported by the Association of Banks in Singapore, which appears on the Reuters Screen ABSIRFIX01 Page to the right of the caption “Spot” under the column “VND” at approximately 11:30 a.m., Singapore time, on that Rate Calculation Date.</p> <p>(B) .....</p> <p>(C) “SFEMC VND INDICATIVE SURVEY RATE” or “VND03” each means that the Spot Rate for a Rate</p>													

	<p>Calculation Date will be the Vietnamese Dong/U.S. Dollar Specified Rate for U.S. Dollars, expressed as the amount of Vietnamese Dong per one U.S. Dollar, for settlement in two Business Days, as published on SFEMC's website (<a href="http://www.sfemc.org">www.sfemc.org</a>) at approximately 3:30 p.m., Singapore time, or as soon thereafter as practicable, on that Rate Calculation Date. The Spot Rate shall be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC VND Indicative Survey Methodology (which means a methodology, dated as of July 14, 2008, as amended from time to time, for a centralized industry-wide survey of financial institutions that are active participants in the Vietnamese Dong/U.S. Dollar markets for the purpose of determining the SFEMC VND Indicative Survey Rate).</p> <p>.....</p>	
4.	<p><b>Section 4.6. Certain Definitions Relating to Settlement Rate Options.</b></p> <p>.....</p> <p>(e) "Reuters Screen" means, when used in connection with any designated page and any Settlement Rate Option, the display page so designated on the Reuter Monitor Money Rates Service (or any successor service thereof), or such other page as may replace that page on that service for the purpose of displaying a currency exchange rate comparable to the currency exchange rate specified in that Settlement Rate Option.</p> <p>.....</p> <p>(i) "Specified Rate" means, in respect of a Transaction and the determination of the Spot Rate pursuant to a Settlement Rate Option, any of the following rates, as specified in the related Confirmation: (i) the Reference Currency bid exchange rate, (ii) the Reference Currency offer exchange rate, (iii) the average of the Reference Currency bid and offer exchange rates, (iv) the Settlement Currency bid exchange rate, (v) the Settlement Currency offer exchange rate, (vi) the average of the Settlement</p>	

	<p>Currency bid and offer exchange rates, (vii) the official fixing rate or (viii) any other exchange rate specified in the related Confirmation. If no such rate is specified, the Specified Rate will be deemed to be the average of the Reference Currency bid and offer rates.</p> <p>.....</p>	
5.	<p><b>Section 4.7. Corrections to Published and Displayed Rates.</b> For purposes of determining the Spot Rate for any Rate Calculation Date:</p> <p>(a) In any case where the Spot Rate for a Rate Calculation Date is based on information obtained from the Reuter Monitor Money Rates Service or the Dow Jones Telerate Service, the Spot Rate will be subject to the corrections, if any, to that information subsequently displayed by that source within one hour of the time when such rate is first displayed by such source.</p> <p>(b) Notwithstanding subsection (a) above, in any case where the Spot Rate for a Rate Calculation Date is based on information published or announced by any Governmental Authority in the relevant country, the Spot Rate will be subject to the corrections, if any, to that information subsequently published or announced by that source within 5 days of the Rate Calculation Date.</p> <p>(c) In the event that a party to a Transaction notifies the other party to the Transaction of any correction referred to in subsections (a) or (b) above no later than 5 days after the expiration of the period referred to in such subsection, an appropriate amount will be payable as a result of such correction (whether such correction is made or such notice is given before or after the Settlement Date of the Transaction), together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of such cost) to the relevant party (certified by it) of funding that amount for the period from, and including, the day on which, based on such correction, a payment in the incorrect amount was first made to, but excluding, the day of payment of the refund or payment resulting from such correction.</p>	

**2005 BARRIER OPTION SUPPLEMENT**

<b>ARTICLE 3</b>	
GENERAL TERMS RELATING TO CURRENCY OPTION TRANSACTIONS	
1.	<p><b>Section 1.6. Currency Pair.</b> “Currency Pair” means (a) in respect of a Deliverable FX Transaction, the currencies specified as being deliverable for a Transaction in the related Confirmation; (b) in respect of a Non-Deliverable FX Transaction, the Reference Currency and the Settlement Currency; (c) in respect of a Currency Option Transaction that is not a Binary, the Call Currency and the Put Currency; and (d) in respect of a Binary Currency Option Transaction, the currencies specified as applicable to the Barrier Level in the related Confirmation.</p>
2.	<p><b>Section 1.16. Certain Definitions Relating to Non-Deliverable FX Transactions, Non-Deliverable Currency Option Transactions, and Deliverable Barrier Currency Option Transactions.</b> When used in relation to a Non-Deliverable FX Transaction, a Non-Deliverable Currency Option Transaction, or a Deliverable Barrier Currency Option Transaction, the following terms have the indicated meanings:</p> <p>(a) <b>Rate Calculation Date.</b> “Rate Calculation Date” means the Valuation Date, ..... or Barrier Event Determination Date, as appropriate.</p>
3.	<p><b>Section 3.1. Certain Definitions and Provisions Relating to Currency Option Transactions.</b></p> <p>....</p> <p>(h) <b>Barrier Determination Agent.</b> “Barrier Determination Agent” means the party who determines whether or not a Barrier Event has occurred and provides notice if it determines that a Barrier Event has occurred, in accordance with Section 3.9(1) of these Definitions. The Barrier Determination Agent shall be the Calculation Agent, unless otherwise specified in the Confirmation.</p>
4.	<p><b>Section 3.3. Option Type.</b></p>

	<p>....</p> <p>(c) <b>Barrier.</b> “Barrier” means a type of Currency Option Transaction that, subject to any applicable condition precedent and any applicable provision of Article 5 of the Definitions, would change the terms of the Currency Option Transaction upon the occurrence or nonoccurrence of a Barrier Event, as the case may be, in the manner defined in the Event Type specified in the related Confirmation.</p> <p>(d) <b>Binary.</b> “Binary” means a type of Barrier Currency Option Transaction that, subject to any applicable condition precedent and any applicable provision of Article 5 of the Definitions, would entitle the Buyer to receive from the Seller a Settlement Amount upon the occurrence or non-occurrence of a Barrier Event, as the case may be, in the manner defined in the Event Type specified in the related Confirmation.</p>	
5.	<p><b>Section 3.4. Terms Relating to Premium.</b></p> <p>....</p> <p>(c) <b>Premium Payment Refund.</b> In no event shall all or any portion of the Premium be refundable or rebatable, unless otherwise specified in the related Confirmation.</p>	
6.	<p><b>Section 3.7. Terms Relating to Settlement.</b></p> <p>....</p> <p>(c) <b>In-the-Money-Amount.</b></p> <p>....</p> <p>(ii)(B) . . . . ; or</p> <p>(iii) if a Settlement Amount is specified, the amount so specified in the related Confirmation.</p>	
7.	<p><b>Section 3.9. Terms Relating to Barrier Events.</b></p> <p>(a) <b>Automatic Termination.</b> “Automatic Termination” means that the Transaction shall terminate and be deemed canceled, in whole and not in part, effective on the date specified for such termination in the related Confirmation and, if not so specified, in accordance with this Section 3.9 as it relates to the occurrence</p>	



<p>or non-occurrence of a Barrier Event, as the case may be, without payment of any settlement amount, breakage costs, or other amounts representing the future value of the Transaction.</p> <p>(b) <b>Barrier Event.</b> “Barrier Event” means an event that, if specified as applicable to a Transaction in the related Confirmation, would give rise to a change to the terms of the Transaction in the manner defined in the Event Type specified in the related Confirmation. The occurrence of a Barrier Event shall be determined in good faith and in a commercially reasonable manner by the Barrier Determination Agent.</p> <p>(c) <b>Barrier Event Determination Date.</b> “Barrier Event Determination Date” means (i) if a Barrier Event Rate Source is specified in the related Confirmation, any day in the Event Period on which the Barrier Event Rate Source should be and is available; or (ii) if a Barrier Event Rate Source is not specified in the related Confirmation, or if the Barrier Event Rate Source specified in the related Confirmation is not available on a day that otherwise would have been a Barrier Event Determination Date, any day in the Event Period in respect of which a Spot Rate may be determined pursuant to Section 3.9(n)(ii) below for purposes of determining the occurrence of a Barrier Event; provided, however, that a Barrier Event Determination Date shall be limited to any particular day or days during the Event Period specified as a Barrier Event Determination Date in the related Confirmation. Unless otherwise specified in the related Confirmation, a Barrier Event Determination Date shall not be subject to adjustment in accordance with any Business Day Convention.</p> <p>(d) <b>Barrier Event Rate Source.</b> “Barrier Event Rate Source” means, in respect of the determination of a Barrier Event, the Settlement Rate Option or any other rate source specified as such in the related Confirmation.</p> <p>(e) <b>Barrier Level.</b> “Barrier Level” means the currency exchange rate specified as such in the related Confirmation, which is the currency exchange rate at which the occurrence of a Barrier Event is determined.</p> <p>(f) <b>Event Type.</b> “Event Type” means a Barrier Event specified in the related Confirmation as applicable to a Transaction. When</p>	
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	<p>specified in the related Confirmation as applicable to a Transaction as a Barrier Event, the following Event Types have the indicated meanings:</p> <p>.....</p> <p>(v) “No-Touch Binary” means that if the Spot Exchange Rate on a Barrier Event Determination Date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then Automatic Termination shall apply to the Transaction upon such occurrence; otherwise, in the absence of such Barrier Event, the Transaction shall settle on the Settlement Date by the payment by the Seller to the Buyer of the Settlement Amount, notwithstanding Section 3.7 of the Definitions.</p> <p>(vi) “One-Touch Binary” means that if the Spot Exchange Rate on a Barrier Event Determination Date, based on the Spot Exchange Rate Direction, is equal to or beyond the Barrier Level, then the Transaction shall settle on the Settlement Date by the payment by the Seller to the Buyer of the Settlement Amount, notwithstanding Section 3.7 of the Definitions; otherwise, in the absence of such Barrier Event, Automatic Termination shall apply to the Transaction at the Event Period End Date and Time.</p> <p>(vii) “Double No-Touch Binary” means that if the Spot Exchange Rate on a Barrier Event Determination Date is either (a) greater than or equal to the Upper Barrier Level or (b) less than or equal to the Lower Barrier Level, then Automatic Termination shall apply to the Transaction upon such occurrence; otherwise, in the absence of such Barrier Event, the Transaction shall settle on the Settlement Date by the payment by the Seller to the Buyer of the Settlement Amount, notwithstanding Section 3.7 of the Definitions.</p> <p>(viii) “Double One-Touch Binary” means that if the Spot Exchange Rate on a Barrier Event Determination Date is either (a) greater than or equal to the Upper Barrier Level or (b) less than or equal to the Lower Barrier Level, then the Transaction shall settle on the Settlement Date by the payment by the Seller to the Buyer of the Settlement Amount, notwithstanding Section 3.7 of the Definitions;</p>	
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	<p>otherwise, in the absence of such Barrier Event, Automatic Termination shall apply to the Transaction at the Event Period End Date and Time.</p> <p>An Event Type may be specified by reference to any Event Type defined in subparagraph (f) above or, if not defined above, by defining the Event Type in the related Confirmation.</p> <p>(g) <b>Event Period.</b> “Event Period” means the period commencing on and including the Event Period Start Date and Time, and ending on and including the Event Period End Date and Time; provided, however, that if the Event Period Start Date and Time and the Event Period End Date and Time are the same, the Event Period shall be deemed to occur at such time on such date.</p> <p>(h) <b>Event Period End Date and Time.</b> “Event Period End Date and Time” means the date and time specified as such in the related Confirmation. If such date and time are not so specified, the Event Period End Date and Time shall be deemed to be the Expiration Date at the Expiration Time.</p> <p>(i) <b>Event Period Start Date and Time.</b> “Event Period Start Date and Time” means the date and time specified as such in the related Confirmation. If such date and time are not so specified, the Event Period Start Date and Time shall be deemed to be the Trade Date at the time the Transaction was entered into.</p> <p>.....</p> <p>(k) <b>Lower Barrier Level.</b> “Lower Barrier Level” means, with respect to a Barrier Event involving two Barrier Levels, the currency exchange rate specified as such in the related Confirmation.</p> <p>(l) <b>Notification of Barrier Event.</b> The Barrier Determination Agent shall promptly notify the other party to the Transaction (or both parties to the Transaction, if the Barrier Determination Agent is not a party to the Transaction) of the occurrence of a Barrier Event relating to the Transaction with a notice provided by telex, telephone, facsimile transmission that is acknowledged by the receiving party, or other electronic notification. A failure to give such notice shall not prejudice or invalidate the</p>	
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<p>occurrence or effect of such event.</p> <p>(m) <b>Settlement Amount.</b> “Settlement Amount” means the currency and amount specified as such in the related Confirmation, which for the purposes of Section 3.7(b) of the Definitions, shall be deemed the In-the-Money Amount and such amount shall always be positive.</p> <p>(n) <b>Spot Exchange Rate.</b> “Spot Exchange Rate,” when used in conjunction with the term “Barrier Event,” means (i) if a Barrier Event Rate Source is specified in the related Confirmation, a Spot Rate that is based on the price for a foreign exchange transaction involving the Currency Pair (or cross-rates constituting such Currency Pair) as determined on each Barrier Event Determination Date in accordance with the Barrier Event Rate Source; or (ii) if a Barrier Event Rate Source is not specified in the related Confirmation or is not available on a Barrier Event Determination Date pursuant to Section 3.9(c) above, a Spot Rate that is based on the price for one or more actual foreign exchange transactions in the Spot Market involving the Currency Pair (or cross-rates constituting such Currency Pair) for settlement in accordance with the convention for the Currency Pair, as determined on each Barrier Event Determination Date in good faith and in a commercially reasonable manner by the Barrier Determination Agent. If not specified for the Barrier Event Rate Source or otherwise in the related Confirmation, Spot Exchange Rate of the Currency Pair shall be expressed as a fraction in terms of the amount of numerator currency that can be exchanged for one unit of denominator currency.</p> <p>(o) <b>Spot Exchange Rate Direction.</b> “Spot Exchange Rate Direction” means the direction at which the Spot Exchange Rate must touch or cross the Barrier Level in order to initiate a Barrier Event, which shall be as specified in the related Confirmation as either (i) “Greater than or equal to the Barrier Level” or (ii) “Less than or equal to the Barrier Level.” Parties may specify an Initial Spot Price in the related Confirmation for purposes of determining the direction from which the Spot Exchange Rate has crossed the Barrier Level.</p> <p>(p) <b>Spot Market.</b> “Spot Market” means the global spot foreign</p>	
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	<p>exchange market, open continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week.</p> <p>(q) <b>Upper Barrier Level.</b> “Upper Barrier Level” means, with respect to a Barrier Event involving two Barrier Levels, the currency exchange rate specified as such in the related Confirmation.</p>	
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