ISDA Glossary of Selected Provisions from the 2006 ISDA Definitions ~ Vietnamese Translation

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OBJECTIVES of the ISDA Glossary of Selected Provisions from the 2006 ISDA Definitions <u>~ Vietnamese Translation</u>

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

- (a) Deliverable USD or VND interest rate swaps,
- (b) Deliverable USD/VND cross currency swaps,
- (c) Non-Deliverable VND interest rate swaps, and
- (d) Non-Deliverable USD/VND cross currency swaps.

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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 2006 ISDA Definitions ("2006 Definitions"). The provisions have been selected on the basis that such provisions are relevant to the range of plain vanilla OTC interest rate and currency derivative 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.
- 4. All users of this Glossary are strongly advised to seek their own independent verification of all information presented and to seek their own independent legal or other advice as appropriate before making use of this Glossary.
- 5. This Glossary may be subject to periodic revision and may be published exclusively online. Please check the ISDA website for updates.

		2006 ISDA DEFINITIONS
		ARTICLE 1 CERTAIN GENERAL DEFINITIONS
1.	rate swap t interest rate cross-currer combination message in	. Swap Transaction. "Swap Transaction" means (a) any transaction which is a ransaction, basis swap, forward rate transaction, interest rate cap transaction, e floor transaction, interest rate collar transaction, currency swap transaction, never rate swap transaction, or any other similar transaction, (b) any n of these transactions, (c) any transaction evidenced by a document (including a electronic form) that incorporates these 2006 Definitions and (d) any other identified as a Swap Transaction in the related Confirmation.
2.	one or mor (including b	. Confirmation. "Confirmation" means, with respect to a Swap Transaction, re documents or other confirming evidence exchanged between the parties by means of an electronic messaging system or e-mail) or otherwise effective in together, confirm all of the terms of that Swap Transaction.
3.	commercial	Banking Day. "Banking Day" means, in respect of any city, any day on which banks are open for general business (including dealings in foreign exchange currency deposits) in that city.
4.	4. Section 1.4. Business Day. "Business Day" means, in respect of any date that is specified in these 2006 Definitions or in a Confirmation to be subject to adjustment in accordance with any applicable Business Day Convention, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place(s) and on the days specified for that purpose in the related Confirmation, and, if place(s) and days, or such terms, are not so specified, a day:	
	open curre	hich commercial banks and foreign exchange markets settle payments and are for general business (including dealings in foreign exchange and foreign ncy deposits) in the same currency as the payment obligation that is payable on lculated by reference to that date in:
	(i)	the financial center(s) indicated for such currency in Section 1.5 (Financial Centers);
	(ii)	the financial center(s) indicated for such currency in Section 1.6 (Certain Business Days); and
	(iii)	the principal financial center of such currency, if the currency is other than

	those currencies specified in Section 1.7 (Currencies); and	
	 (c) that is a Business Day, in respect of each relevant currency, where the	
	payment obligations that are payable on or calculated by reference to that date are denominated in different currencies.	
5.	Section 1.5. Financial Centers. For purposes of Section 1.4(a)(i), the financial center(s) for each of the following currencies is indicated below:	
	<u>Currency</u> <u>Financial Center(s)</u>	
	Vietnamese Dong Hanoi	
6.	Section 1.6. Certain Business Days. For purposes of Section 1.4(a)(ii), the relevant financial center(s) will be:	
	 (c) New York and London, if the currency is the U.S. Dollar and either (i) the payment obligation is calculated by reference to any "LIBOR" Floating Rate Option or (ii) the payment obligations of the other party to the Swap Transaction are payable in the U.S. Dollar and are calculated by reference to any "LIBOR" Floating Rate Option; 	
	(d) New York, if the currency is the U.S. Dollar and neither subsection (c)(i) nor (c)(ii) above is applicable;	
7.	Section 1.7. Currencies.	
	 (am) U.S. Dollar. "U.S. Dollar", "Dollar", "U.S.\$", "\$" and "USD" each means the lawful currency of the United States of America. 	
	(an) Vietnamese Dong. "Vietnamese Dong" and "VND" each means the lawful currency of the Socialist Republic of Vietnam.	
	ARTICLE 2 PARTIES	

8.	 Section 2.1. Fixed Rate Payer; Fixed Amount Payer. "Fixed Rate Payer" or "Fixed Amount Payer" means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a fixed per annum rate or to make one or more payments of a Fixed Amount. Section 2.2. Floating Rate Payer; Floating Amount Payer. "Floating Rate Payer" or "Floating Amount Payer" means, in respect of a Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction, a party obligated to make payments from time to time during the Term of the Swap Transaction of amounts calculated by reference to a floating per annum rate or to make one or more payments of a Floating Amount. 	
	ARTICLE 3	
	TERM AND DATES	
9.	Section 3.1. Term. "Term" means the period commencing on the Effective Date of a Swap Transaction and ending on the Termination Date of the Swap Transaction.	
10.	Section 3.2. Effective Date. "Effective Date" means, in respect of a Swap Transaction, the date specified as such in the related Confirmation, which date is the first day of the Term of the Swap Transaction. The Effective Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the related Confirmation that the Effective Date will be adjusted in accordance with a specified Business Day Convention.	
11.	Section 3.3. Termination Date. "Termination Date" means, in respect of a Swap Transaction, the date specified as such in the related Confirmation, which date is the last day of the Term of the Swap Transaction. The Termination Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the related Confirmation that the Termination Date will be adjusted in accordance with a specified Business Day Convention.	
12.	Section 3.4. Initial Exchange Date. "Initial Exchange Date" means, in respect of a Swap Transaction and a party, the date specified as such in the related Confirmation or, if a date is not so specified and an Initial Exchange Amount is specified, the Effective Date, which Initial Exchange Date shall be subject to adjustment in accordance with the Following Business Day Convention unless otherwise specified in the related Confirmation.	
13.	Section 3.6. Final Exchange Date; Exchange Date; Maturity Date. "Final Exchange Date", "Exchange Date" or "Maturity Date" means, in respect of a Swap Transaction and a party, each date specified as such in the related Confirmation or, if a date is not so specified and a Final Exchange Amount or an Exchange Amount is specified, the Termination Date, which date shall be subject to adjustment in accordance with the Modified Following	

	Business Day Convention unless otherwise specified in the related Confirmation.	
14.	Section 3.7. Trade Date. "Trade Date" means, in respect of a Swap Transaction, the date on which the parties enter into the Swap Transaction.	
	ARTICLE 4 CERTAIN DEFINITIONS RELATING TO PA	YMENTS
15.	Section 4.1. Initial Exchange Amount. "Initial Exchange Amount" means, in respect of a Swap Transaction and a party, an amount that is specified as such (or determined pursuant to a method specified for such purpose) for that party and, subject to any other applicable provisions, is payable by that party on the Initial Exchange Date.	
16.	Section 4.3. Final Exchange Amount; Exchange Amount. "Final Exchange Amount" or "Exchange Amount" means, in respect of a Swap Transaction and a party, an amount that is specified as such (or determined pursuant to a method specified for such purpose) for that party and, subject to any other applicable provisions, is payable by that party on an applicable Final Exchange Date.	
17.	Section 4.4. Fixed Amount. "Fixed Amount" means, in respect of a Swap Transaction and a Fixed Rate Payer, an amount that, subject to any other applicable provisions, is payable by that Fixed Rate Payer on an applicable Payment Date and is specified in the related Confirmation or is determined as provided in Article 5 of these 2006 Definitions or as provided in the related Confirmation.	
18.	Section 4.5. Floating Amount. "Floating Amount" means, in respect of a Swap Transaction and a Floating Rate Payer, an amount that, subject to any other applicable provisions, is payable by that Floating Rate Payer on an applicable Payment Date and is determined by reference to a Floating Rate Option as provided in Article 6 of these 2006 Definitions or pursuant to a method specified in the related Confirmation.	
19.	Section 4.6. Currency Amount. "Currency Amount" means, in respect of a party and any Calculation Period for a Swap Transaction involving more than one currency, the amount specified as such for the Swap Transaction or that party.	
20.	 Section 4.7. Notional Amount. "Notional Amount": (a) means, in respect of a party and any Calculation Period for a Swap Transaction involving one currency, the amount specified as such for the Swap Transaction; 	
21.	Section 4.8. Calculation Amount. "Calculation Amount" means, in respect of a Swap Transaction and a party, the applicable Notional Amount or Currency Amount, as the case	

	may be.	
22.	 Section 4.9. Payment Date. "Payment Date" means, in respect of a Swap Transaction and a party: (a) if "Delayed Payment" or "Early Payment" is not specified for the Swap Transaction or that party and Payment Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term of the Swap Transaction so specified or predetermined and the Termination Date; 	
	except that (i) in the case of subsections (a) above, each Payment Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless another Business Day Convention is specified to be applicable to Payment Dates in respect of the Swap Transaction or that party	
23.	Section 4.10. Period End Date. "Period End Date" means, in respect of a Swap Transaction and a party:	
	 (a) if Period End Dates are not specified or otherwise predetermined for the Swap Transaction or that party, each Payment Date of that party during the Term of the Swap Transaction; 	
	(b) if Period End Dates are specified or otherwise predetermined for the Swap Transaction or that party, each day during the Term so specified or predetermined; or	
	except that, in the case of subsection (b) above, each Period End Date shall be subject to adjustment in accordance with the Modified Following Business Day Convention unless (i) another Business Day Convention is specified to be applicable to Period End Dates in respect of the Swap Transaction or that party, in which case an adjustment will be made in accordance with that Business Day Convention or (ii) "No Adjustment" is specified in connection with Period End Dates for the Swap Transaction or that party, in which case no adjustment will be made, notwithstanding that the Period End Date occurs on a day that is not a Business Day.	
24.	Section 4.12. Business Day Convention.	
	(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, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:	

	(i)	if "Following" is specified, that date will be the first following day that is a Business Day;
	(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; and
	(iii)	if "Preceding" is specified, that date will be the first preceding day that is a Business Day.
(b)	Defin applic for th Conve specifi	Business Day Convention applicable to a date that is specified in these 2006 itions or in a Confirmation to be subject to adjustment in accordance with an cable Business Day Convention shall be the Business Day Convention specified at date in these 2006 Definitions or in that Confirmation or, if a Business Day ention is not so specified for that date but a Business Day Convention is fied for a Swap Transaction, shall be the Business Day Convention specified in onfirmation for that Swap Transaction.
Trans to, bu Swap on, an	action it exclu Transa nd incl	3. Calculation Period. "Calculation Period" means, in respect of a Swap and a party, each period from, and including, one Period End Date of that party ading, the next following applicable Period End Date during the Term of the action, except that (a) the initial Calculation Period for the party will commence ude, the Effective Date and (b) the final Calculation Period for the party will exclude, the Termination Date.
Trans for: (a Calcu or for Date Curre Trans specifi paym (iv) re is giv amou Calcu chang	action a) calcu- lation 1 e each C or for ncy A action fying (i easonal en, the en, the nt or a lation ges, with	4. Calculation Agent. "Calculation Agent" means the party to a Swap (or a third party) designated as such for the Swap Transaction and responsible ilating the applicable Floating Rate, if any, for each Payment Date or for each Period; (b) calculating any Floating Amount payable on each Payment Date Calculation Period; (c) calculating any Fixed Amount payable on each Payment each Calculation Period; (d) calculating a Currency Amount by reference to a mount in another currency; (e) giving notice to the parties to the Swap on the Calculation Date for each Payment Date or for each Calculation Period, (i) the Payment Date, (ii) the party or parties required to make the payment or en due, (iii) the amount or amounts of the payment or payments then due and ble details as to how the amount or amounts were determined; (f) if, after notice re is a change in the number of days in the relevant Calculation Period and the umounts of the payment or payments due for that Payment Date or for that Period, promptly giving the parties to the Swap Transaction notice of those h reasonable details as to how those changes were determined;; and (k) any other duties specified in a Confirmation as being duties required to be

	performed by the Calculation Agent. Whenever the Calculation Agent is required to select banks or dealers for purposes of making any calculation or determination or to select any exchange rate, the Calculation Agent will make the selection in good faith after consultation with the other party (or the parties, if the Calculation Agent is a third party), if practicable, for purposes of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in the relevant market or designating a freely convertible currency, as the case may be. Whenever the Calculation Agent is required to act or to exercise judgment in any other way, it will do so in good faith and in a commercially reasonable manner.
27.	Section 4.15. Calculation Date. "Calculation Date" means, in respect of any Payment Date or any Calculation Period, the earliest day on which it is practicable to provide the notice that the Calculation Agent is required to give for that Payment Date or for that Calculation Period, and in no event later than the close of business on the Business Day first preceding that Payment Date or the Payment Date for that Calculation Period (unless that preceding Business Day is a Reset Date, then in no event later than the latest time that will permit any payment due on that Payment Date to be made on that Payment Date).
28.	 Section 4.16. Day Count Fraction. "Day Count Fraction" means, in respect of a Swap Transaction and the calculation of a Fixed Amount, a Floating Amount: (e) if "Actual/360", "Act/360" or "A/360" is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 360;
	ARTICLE 5 FIXED AMOUNTS
29.	Section 5.1. Calculation of a Fixed Amount. The Fixed Amount payable by a party on a Payment Date will be:
	(a) if an amount is specified for the Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, that amount; or
	 (b) if an amount is not specified for the Swap Transaction as the Fixed Amount payable by that party for that Payment Date or for the related Calculation Period, an amount calculated on a formula basis for that Payment Date or for the related Calculation Period as follows:
	Fixed=Calculation×Fixed×KateAmountAmountRateDay CountFraction

30.		5.2. Certain Definitions Relating to Fixed Amounts. For purposes of the on of a Fixed Amount payable by a party:
	of	ixed Rate" means, for any Payment Date or for any Calculation Period in respect a Payment Date, a rate, expressed as a decimal, equal to the per annum rate ecified as such for the Swap Transaction or that party.
	Ar	ixed Rate Day Count Fraction" means, in respect of any calculation of a Fixed nount, the Fixed Rate Day Count Fraction specified for the Swap Transaction or e Fixed Rate Payer.
		ARTICLE 6 FLOATING AMOUNTS
31.		5.1. Calculation of a Floating Amount. , the Floating Amount payable by a a Payment Date will be:
		, an amount calculated on a formula basis for that Payment Date or for the related local as follows:
		ating = Calculation × Floating × Floating nount Amount Rate Rate + Spread Day Count Fraction
32.		6.2. Certain Definitions Relating to Floating Amounts. For purposes of the
	calculatio	on of a Floating Amount payable by a party:
		loating Rate" means, for any Calculation Period in respect of a Payment Date, for any Reset Date, a rate, expressed as a decimal, equal to:
	(iii	i) in all other cases:
		 (A) if a per annum rate is specified for the Swap Transaction or that party to be the Floating Rate applicable to that Calculation Period, or Reset Date, the Floating Rate so specified;
		 (B) if only one Reset Date is established for the Swap Transaction or that party during (or in respect of) that Calculation Period, the Relevant Rate for that Reset Date;

(b)	"Rese	et Date" means, for a Swap Transaction or a party:
	(ii)	in all other cases, each day specified as such (or determined pursuant to a method specified for such purpose) for the Swap Transaction or that party, subject to adjustment in accordance with any applicable Business Day Convention which, if a Business Day Convention is not specified in the related Confirmation as being applicable to Reset Dates, shall be the Business Day Convention applicable to Floating Rate Payer Payment Dates in respect of that Swap Transaction, unless an adjustment in accordance with that Business Day Convention would cause a Reset Date to fall on the Payment Date in respect of the Calculation Period to which that Reset Date relates, in which case that Reset Date shall be adjusted in accordance with the Preceding Business Day Convention.
(c)	"Rele equal	evant Rate" means, for any day, a per annum rate, expressed as a decimal, to:
	(i)	if such day is a Reset Date, the rate determined with respect to that day for the specified Floating Rate Option as provided in Article 7 of these 2006 Definitions or as provided in a Confirmation or as provided in any agreement between the parties governing the Swap Transaction; or
	(ii)	if such day is not a Reset Date, the Relevant Rate determined pursuant to subparagraph (i) above for the next preceding Reset Date.
(e)	decin	ead" means the per annum rate (which may be negative), if any, expressed as a nal, specified as such for the Swap Transaction or the party. For purposes of mining a Floating Amount, the Spread will be added to the Floating Rate.
(f)		ting Rate Day Count Fraction" means, in respect of any calculation of a ing Amount:
	(i)	if a Floating Rate Day Count Fraction is specified for the Swap Transaction or the Floating Rate Payer, the Floating Rate Day Count Fraction so specified; and
	•••••	
	(iii)	in all other cases, if a Floating Rate Option defined in Section 7.1 (Rate Options) is specified as the applicable Floating Rate Option, "Actual/360".

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	(h)	of a H specif Rate	ing Rate Option" means, in respect of a Swap Transaction and the calculation Floating Amount, the Floating Rate Option specified as such, which may be ied by reference to a Rate Option or may be specified by defining the Floating Option in the related Confirmation or in any agreement between the parties ning that Swap Transaction.	
	(i)		Option" means, in respect of a Swap Transaction and the calculation of a ng Amount, any of the terms defined in Section 7.1 (Rate Options).	
		•••		
			ARTICLE 7	
			CALCULATION OF RATES FOR CERTAIN FLOATIN	NG RATE OPTIONS
33.	Section	on 7.1.	Rate Options. For purposes of determining a Relevant Rate:	
	(ab)	U.S. I	Dollar.	
		(xxii)	"USD-LIBOR-BBA" means that the rate for a Reset Date will be the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date. If such rate does not appear on the Reuters Screen LIBOR01 Page, the rate for that Reset Date will be determined as if the parties had specified "USD-LIBOR-Reference Banks" as the applicable Floating Rate Option.	
		(xxv)	"USD-LIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., London time, on the day that is two London Banking Days preceding that Reset Date to prime banks in the London interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates in New York City, selected by the Calculation Agent, at approximately 11:00 a.m., New York City time, on that Reset Date for	

loans in U.S. Dollars to leading European banks for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount.

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(xxix) "USD-SIBOR-Reference Banks" means that the rate for a Reset Date will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the Reference Banks at approximately 11:00 a.m., Singapore time, on the day that is two Singapore Banking Days preceding that Reset Date to prime banks in the Singapore interbank market for a period of the Designated Maturity commencing on that Reset Date and in a Representative Amount. The Calculation Agent will request the principal Singapore office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that Reset Date will be determined as if the parties had specified "USD-LIBOR-BBA" as the applicable Floating Rate Option.

(aj) Vietnamese Dong

- (i) "VND-Semi-Annual Swap Rate-11:00-BGCANTOR" means that the rate for a Reset Date will be the semi-annual swap rate for fixed-for-floating Vietnamese Dong non-deliverable cross currency swap transactions against U.S. Dollars with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Reuters Screen BGCANTOR73 Page as of 11:00 a.m., Hanoi time, on the day that is two Hanoi and New York Business Days preceding that Reset Date. If such rate does not appear on the Reuters Screen BGCANTOR73 Page, the rate for that Reset Date will be determined as if the parties had specified "VND-Semi-Annual Swap Rate-Reference Banks" as the applicable Floating Rate Option.
- (ii) "VND-Semi-Annual Swap Rate-Reference Banks" means that the rate for a Reset Date will be determined by the Reference Banks on the basis of the mid-market semi-annual swap rate quotations provided by the Reference Banks in the case of "VND-Semi-Annual Swap Rate-11:00-BGCANTOR" at approximately 11:00 a.m., Hanoi time, on the day that is two Hanoi and New York Business Days preceding that Reset Date. For this purpose, the midmarket semi-annual swap rate means the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 day count basis, of a fixed-for-floating Vietnamese Dong non-deliverable cross

34.	Secti	currency swap transaction with a term equal to the Designated Maturity commencing on that Reset Date and in a Representative Amount with ar acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/365 day count basis, is equivalent to USD-LIBOR-BBA with a Designated Maturity of six months. The Calculation Agent will request the principal trading offices of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If fewer than three quotations are provided, the rate for that Reset Date will be determined by the Calculation Agent, using a representative rate. on 7.2. Certain Published and Displayed Sources.	
51.	(a)	Information Sources.	
	(4)		
		 (xii) "Reuters Screen" means, when used in connection with any designated page and any Floating Rate Option, the display page so designated on the Reuters service, or any Successor Source. 	
	(b)	Successor Source. "Successor Source" means, in relation to any display page, other published source, information vendor or provider specified in paragraph (a) above:	
		 the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the original page or source; or 	
		(ii) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).	
35.	Section	on 7.3. Certain General Definitions Relating to Floating Rate Options.	
	(a)	"Representative Amount" means, for purposes of any Floating Rate Option for which a Representative Amount is relevant, an amount that is representative for a single transaction in the relevant market at the relevant time.	
	(b)	"Designated Maturity" means, in respect of a Swap Transaction or a party, the period of time specified as such in the related Confirmation.	
	(c)	"Reference Banks" means:	

	 (iv) for purposes of any "LIBOR" Floating Rate Option, four major banks in the London interbank market;
	 (xx) for purposes of any "SIBOR" Floating Rate Option, four major banks in the Singapore interbank market;
	 in each case selected by the Calculation Agent or specified for the Swap Transaction.
36.	Section 7.6. Corrections to Published and Displayed Rates. For purposes of determining the Relevant Rate for any day:
	 (a) in any case where the Relevant Rate for a day is based on information obtained from the Reuters Screen, that Relevant 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;
	 (c) in the event that a party to any Swap Transaction notifies the other party to the Swap Transaction of any correction referred to in subsections (a) above no later than 15 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 Termination Date of the Swap Transaction), together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant party (as 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.
	ARTICLE 8 ROUNDING; INTERPOLATION; DISCOUNTING
37.	Section 8.1. Rounding. For purposes of any calculations referred to in these 2006 Definitions (unless otherwise specified), (a) all percentages resulting from such calculations other than those determined through the use of interpolation by reference to two rates based on a Floating Rate Option 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 $.09876555\%$), (b) all percentages determined through the use of interpolation by reference to two rates based on a Floating Rate Option will be rounded, if necessary, in accordance with the method set forth in subsection (a) above, but to the same degree of accuracy as the two rates used to make the determination (except that such percentages will not be rounded to a lower degree of accuracy than the nearest one thousandth of a percentage point (0.001\%)) and (c) all currency amounts used in or resulting from such calculations will be rounded to the nearest two decimal places in the relevant currency (with .005 being rounded upwards (<i>e.g.</i> , .674 being rounded down to .67 and .675 being rounded up to .68)) if the currency is other than those currencies set forth in Section 8.2 (Rounding of Currency Amounts).	
38.	Section 8.3. Interpolation. In respect of any Calculation Period to which "Linear Interpolation" is specified to be applicable, the Relevant Rate for the Reset Date in respect of that Calculation Period shall be determined through the use of straight-line interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the Calculation Period (or any alternative Designated Maturity agreed to by the parties) and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the Calculation Period (or any alternative Designated Maturity agreed to by the parties) and the other of which rates are available next longer than the length of the Calculation Period (or any alternative Designated Maturity agreed to by the parties).	
	ARTICLE 9 PAYMENTS	
39.	Section 9.1. Relating Payments to Calculation Periods. Unless otherwise provided for a Swap Transaction or a party, (a) where the Fixed Amount or Floating Amount is calculated by reference to a Calculation Period, the Fixed Amount or Floating Amount applicable to a Payment Date will be the Fixed Amount or Floating Amount calculated with reference to the Calculation Period ending on, but excluding, the Period End Date that is (or is closest in time to) that Payment Date or, in the case of the final Calculation Period, ending on, but excluding, the Termination Date	