## SAMPLE CONFIRMATION -FOR DISCUSSION PURPOSES ONLY-

## **ENTITY (party1) ADDRESS**

## Confirmation

DATE: TO: ATTENTION: FROM: SUBJECT: REFERENCE NUMBER: Date COUNTERPARTY

ENTITY (party1) Currency Option Transaction XXXXXXXXXXXX

UTI: [•]

USI (UNIQUE SWAP IDENTIFIER): [•]

The purpose of this communication (a "Confirmation") is to confirm the terms and conditions of the abovereferenced Transaction entered into on the Trade Date specified below (the "Transaction") between ENTITY ("party1") and COUNTERPARTY ("party2"). This communication constitutes a Confirmation. This Confirmation shall supersede and replace any standard short form confirmation or electronic confirmation message that is sent to you in connection with this Transaction.

1. This Confirmation is subject to, and incorporates, the definitions and provisions contained in the 1998 FX and Currency Option Definitions (as amended and supplemented by the 1998 ISDA Euro Definitions, collectively referred to hereinafter as the "1998 FX Definitions"), as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), the Emerging Markets Traders Association and The Foreign Exchange Committee.

If [party1] and Counterparty [party2] have entered into a master agreement governing transactions of this type, (the "Agreement"), then this Transaction shall be governed thereby. If, and so long as, the parties have not entered into such an Agreement, then this Transaction shall constitute a "Transaction" within the scope of, and shall be deemed to be governed by, the terms of the ISDA Master Agreement (Multicurrency - Cross Border) as published by ISDA (provided that (i) "Termination Currency" shall be USD (ii) Subparagraph (ii) of Section 2(c) (Netting) will not apply to Transactions, (iii) the Governing Law shall be the State of New York and (iv) for the purposes of Section 6(e), Loss shall be the applicable payment measure (as so modified, the "ISDA Terms")). Upon execution and delivery of an Agreement governing transactions of this type, such Agreement shall supercede the ISDA Terms, and all transactions then outstanding shall be governed thereby. All provisions contained in, or incorporated by reference to, the ISDA Terms or the Agreement, as applicable, will govern this Confirmation except as expressly modified herein. In the event of any inconsistencies between this Confirmation and the 1998 FX Definitions or the Agreement, as applicable, this Confirmation will govern.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	Sep 16 2014
Transaction Fee:	USD 5,000.00, payable by [party1] to [party2] on the
	Transaction Fee Payment Date
Transaction Fee Payment Date:	Sep 16 2014
Effective Date:	Dec 16 2014
Buyer:	[party1]
Seller:	[party2]
Currency Option Style:	European
Currency Option Type:	Straddle
Currency Amount (per Underlying Option):	EUR 10,000,000.00
Counter Currency Amount (per Underlying Option): An amount in USD calculated on the basis of the Currency	
	Amount at the Strike
Strike:	As defined below
Expiration Date:	Mar 16 2015
1 of 2	

## SAMPLE CONFIRMATION -FOR DISCUSSION PURPOSES ONLY-

Expiration Time: Automatic Exercise: Settlement Date: Settlement:

Premium: Premium Payment Date:

Special Conditions:

10:00 a.m. New York time Applicable Mar 16 2015 Deliverable

As defined below Dec 16 2014

(a) This Transaction (a Straddle) is composed of two "Underlying Options", one a EUR Call/USD Put ("Underlying Option 1") and the other a USD Call/EUR Put ("Underlying Option 2"), each comprised of the above described details. Upon payment of the Premium, the Buyer may elect to exercise either Underlying Option. Exercise of an Underlying Option is effective only on the Expiration Date at the Expiration Time. Notice of exercise may be given prior to the Expiration Time but shall be effective only at the Expiration Time.

(b) If Underlying Option 1 is exercised, such option shall be settled on the Settlement Date by the payment by the Buyer of the Counter Currency Amount to the Seller and the payment by the Seller of the Currency Amount to the Buyer.

(c) If Underlying Option 2 is exercised, such option shall be settled on the Settlement Date by the payment by the Buyer of the Currency Amount to the Seller and the payment by the Seller of the Counter Currency Amount to the Buyer.

3. Definitions:

"Premium" shall mean an amount in USD as determined by the Calculation Agent on the Effective Date in a commercially reasonable manner using the Black-Scholes Model (incorporating such forward foreign exchange rates, interest rates and other factors as thereby deemed appropriate by the Calculation Agent) and assuming an implied volatility rate of [RATE]%, such that the Strike of Underlying Option 1 and Underlying Option 2 shall be equal to the Strike. Upon notification of the Premium, the Seller shall provide to the Buyer the account details to which such premium is to be paid.

"Strike" shall mean the single Strike Price on both Underlying Option 1 and Underlying Option 2, expressed as the number of Yen per one United States Dollar, such that the net long/short of the delta of Underlying Option 1, and the delta of Underlying Option 2, using the Black-Scholes model, is neutral, i.e. the Delta Neutral Strike. The Strike Price will be determined with consideration of the prevailing market rates on the Effective Date with respect to spot, forward points, interest rates and using an implied volatility of [130]%.

"Calculation Agent" shall mean [party1], the calculations and determinations of which shall be binding in absence of manifest error.

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this Transaction (Reference Number: XXXXXXXXX) by signing this Confirmation in the space provided below and immediately returning a copy of the executed Confirmation via facsimile to the attention of FX Operations at 212 428 3338.

Very truly yours,

Agreed and Accepted By: COUNTERPARTY

By: \_\_\_\_\_

(Reference Number: XXXXXXXXXXX)