

Currency Option Incoming
Confirmations
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Deal Reference Number: **{StructuredReference}**

A European Forward Plus Contract Confirmation

Dear Sirs,

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

1. General Terms

Reference Number:	(Strip of component references)
Description:	A European Forward Plus Contract
Trade Date:	(Date) (the time of the transaction will be supplied on request)
Contract Direction:	The Royal Bank of Scotland plc ("RBS") buys (ccy) and sells (ccy)
Guaranteed Amount:	(Ccy and Amount)
Counter Value Currency:	(Ccy)
Forward Plus Base Rate:	(Rate 1) (ccy) per 1 (ccy)
Forward Plus Limit Rate:	(Rate 2) (ccy) per 1 (ccy)
Expiration Date:	(Date)
Expiration Time:	(Time) local time in (Location)
Settlement Date:	(Date)
Premium:	(Ccy and Amount)
Premium Payment Date:	(Date)
Premium payable by:	(premium payer)
Fixing Source:	Reuters Screen (fixing source) Page, or any successor page thereto
Fixing Time:	(Time) local time in (Location)

SPECIAL NOTES:

- (i) For the above European Forward Plus Contract, if the Forward Plus Limit Rate has been reached or exceeded (i.e. the Fixing Rate is (at or) (above/below) the Forward Plus Limit Rate at the Expiration Time on the Expiration Date), both RBS and the Counterparty will be obliged to exchange the **Guaranteed Amount** for the Counter Value Currency at the Forward Plus Base Rate, in accordance with the Contract Direction, for value on the Settlement Date.
- (ii) For the above European Forward Plus Contract, if the Forward Plus Limit Rate has not been reached or exceeded (i.e. the Fixing Rate is (at or) (above/below) the Forward Plus Limit Rate at the Expiration Time on the Expiration Date) and the Fixing Rate is (at or) (above/below) the Forward Plus Base Rate at the Expiration Time on the Expiration Date, both RBS and the Counterparty will be obliged to exchange the **Guaranteed Amount** for the Counter Value Currency at the Forward Plus Base Rate, in accordance with the Contract Direction, for value on the Settlement Date, unless (RBS/the Counterparty ***which one is buying the option in this region?***) notifies (RBS/the Counterparty) (by telephone or writing) prior to the Expiration Time on the Expiration Date, that they do not wish for the obligation to exchange (applicable to Special Notes (ii) only) to occur for such Contract, then the Contract will lapse and be of no further effect.
- (iii) For the above European Forward Plus Contract, if no exchange of the **Guaranteed Amount** for the Counter Value Currency has come into existence at the Expiration Time on the Expiration Date by operation of either (i) or (ii) above, then the Contract will lapse and be of no further effect.
- (iv) Fixing Rate: Means the rate of exchange expressed as the number of **(Ccy)** required to purchase one **(Ccy)** as displayed on the Fixing Source at the Fixing Time. In the event that this rate is unavailable, RBS shall determine the Fixing Rate in good faith and in a commercially reasonable manner.

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between {CounterpartyLegalName} (the "Counterparty") and The Royal Bank of Scotland plc on the Trade Date specified above (the "Transaction"). The definitions and provisions contained in the 1998 FX and Currency Option Definitions, as amended by the 2005 Barrier Option Supplement, as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of {AgreementDate}, as amended and supplemented from time to time (the "ISDA Master Agreement"), between {CounterpartyLegalName} and The Royal Bank of Scotland plc. All provisions contained in the Agreement govern this Confirmation except as expressly modified herein.

- 2. Governing law: The governing law of the ISDA Master Agreement
- 3. Offices:

The Office of The Royal Bank of Scotland
plc is:

London

The Office of {CounterpartyLegalName} is: {CounterpartyOffice}

4. Account Details: As per the standard settlement instructions for the relevant currency notified to the other party

5. Representations

Each party represents to the other party on the trade date of this Transaction that (in the absence of a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):-

(a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction, no communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.

(c) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

6. Other

This Transaction has been entered into between yourselves and The Royal Bank of Scotland plc, which is authorised and regulated by the Financial Services Authority. This Confirmation is in final form and replaces and supersedes all previous Confirmations and communications in respect of this Transaction. No hard copy will follow. In the event that you disagree with any part of this Confirmation, please notify us promptly via the contact details on the first page so that the discrepancy may be resolved. Please note that our telephone conversations with you may be recorded.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing and returning to us by facsimile an **entire** copy of this Confirmation.

Yours sincerely,
For and on Behalf of
The Royal Bank of Scotland plc

Confirmed as of the date first written
{CounterpartyLegalName}
{CounterpartyOffice}

Counterparty Deal

Reference: _____