

**NDF Survey Results(Foreign Banks)**

**Surveys Sent : 14 Banks**  
**Surveys Received : 5 Banks ( 36% )**

**Q1**

**A: 100 %**  
**B: 0**  
**C:0**  
**D:0**

**Q2**

**KRW 5**  
**TWD 5**  
**CNY 3**  
**INR 1**  
**BRL 0**  
**PHP 1**

**Q3**

**A: 100%**  
**B: 0**

**Q4**

**A: 0**  
**B: 0**  
**C: 100%**

**Q5**

**A: 40%**  
**B: 60%**  
**C: 0**

**Q6**

**A: 80%**  
**B: 20%**  
**C: 0**

**Q7**

**A: 0**  
**B: 0**  
**C: 40%**  
**D: 40%**  
**E: 20%**

**Q8**

**10-20% 3**  
**30-40% 1**  
**80% 1**

**Q9**

**A: 4 (0,30,90,100%)**  
**B: 2 (0, 70%)**  
**C: 2 (0, 100%)**

**Q10**

**A: 0**  
**B: 40-%**  
**C: 60%**

**Q11**

**A: 0**  
**B: 20%**  
**C: 20%**  
**D: 20%**  
**E: 0**  
**F: 0**  
**G: 0**  
**h : 40%**

**( Wrong Legal Entity stated, Firm Policy )**

**Q12 0**

**Q13 0**

**Q14 A: 80%**  
**B: 0**  
**C: 20%**

**Q15 Governing Law**

\*Many of the banks state NY law

\*If the NDF transaction is governed by an existing ISDA

Master Agreement, it will subject to the governing law as specified in such ISDA Master Agreement. It is advisable that this section is amended so that the governing law as specified in the applicable master agreement shall govern the NDF. I do not understand why it should be governed by English law in the first place.

**Calculation Agent**

\* Depending on the counterparty, it could be our Bank acting independently or jointly. But if we are acting jointly, then additional language is required to provide for determination by an independent leading dealer in the event parties are unable to agree on a determination during a predetermined period of time.

**Fallback Reference Price**

\* The relevant fallbacks will vary according to the Reference Currency. Ultimately, it is determined by the Calculation Agent.

**Unscheduled Holiday**

\*Will be defined on the confirmation

\*JPMCB incorporates language to deal with

Unscheduled Holidays to avoid any unexpected confusion with respect to the Valuation Date. This also applies to providing for a business day convention with respect to Settlement Date in the event a Valuation Date is adjusted.

**Q16**    **A: 60%**  
**B: 0**  
**C: 0**  
**D: 40%**