

**Introduction, Standard Paragraphs and Closing for a  
Confirmation of a Swap Transaction**

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*Heading*

**[Letterhead of Party A]**

**[Date]**

**Swap Transaction**

**[Name and Address of Party B]**

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Dear :

The purpose of this [facsimile/letter] (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation.<sup>1</sup> In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between [Name of Party A] ("Party A") and [Name of Party B] ("Party B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.<sup>2</sup>

**[INSERT RELEVANT ADDITIONAL PROVISIONS FROM EXHIBITS II-A THROUGH II-H  
TO THE 2006 ISDA DEFINITIONS]**

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<sup>1</sup> By using this language, the parties will incorporate the 2006 ISDA Definitions as amended and supplemented through the date on which they enter into the relevant transaction. If the parties want to exclude one or more amendments or supplements published by ISDA, parties should identify here the particular amendment(s) or supplement(s) they want to exclude or specify that the Confirmation incorporates the 2006 ISDA Definitions "as amended and supplemented through [DATE]."

<sup>2</sup> If the parties have not yet executed, but intend to execute, an ISDA Master Agreement, include, instead of this paragraph, the following: "This Confirmation evidences a complete and binding agreement between you and us as to the terms of the Swap Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of an ISDA Master Agreement, with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of and be subject to that agreement. All provisions contained in or incorporated by reference in that agreement upon its execution will govern this Confirmation except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other documents referring to an ISDA Master Agreement (each a "Confirmation") confirming transactions (each a "Transaction") entered into between us shall supplement, form a part of, and be subject to, an agreement in the form of the [2002 ISDA Master Agreement] [if appropriate, specify different form of ISDA Master Agreement] as if we had executed an agreement in such form (but without any Schedule except for the election of [English law] [the laws of the State of New York] as the governing law[ and [specify currency] as the Termination Currency]) on the Trade Date of the first such Transaction between us. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for purposes of this Swap Transaction."