Header Details of Company ABC

|  |  |
| --- | --- |
| **To:** | XYZ Counterparty  [full address] |
| **Attention:** | [documentation contact details] |
| **Email or FAX:** | [Email or FAX number] |
| **Date:** | September 2, 2019 |
| **Reference:** | Example Paper Confirmation |

Organic Corn Swap Confirmation

The purpose of this notification (this “Confirmation”) is to confirm the terms and conditions of the commodity swap transaction entered into between confirming party and counterparty XYZ (the “Counterparty”) on the Trade Date specified below (the “Transaction”). This Confirmation supersedes any previous Confirmation or other written communication with respect to the Transaction described below and evidences a complete binding agreement between you and us as to the terms of the Transaction described below. This Confirmation constitutes a “Confirmation” as referred to in the Agreement specified below.

The definitions and provisions contained in the 2005 ISDA Commodity Definitions (the “Commodity Definitions”), as published by the International Swaps and Derivatives Association, Inc. (“ISDA”), are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern for purposes of the Transaction. Capitalized terms used in this Confirmation and not defined in this Confirmation or the Commodity Definitions shall have the respective meanings assigned in the Agreement.

This Confirmation supplements, forms a part of, and is subject to the ISDA Master Agreement dated as of 02 September 2019, as amended and supplemented from time to time (the “Agreement”) between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

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

|  |  |  |
| --- | --- | --- |
| **General Terms:** | | |
| Trade Date: | 02 September 2019 | |
| Effective Date: | 01 October 2019 | |
| Termination Date: | 31 March 2020 | |
| Commodity: | Organic Corn – Mid-West Picked up at the Farm – The Jacobsen | |
| Total Notional Quantity: | 600,000 Bushels | |
| Notional Quantity  per Calculation Period: | 100,000 Bushels per calendar month | |
| Calculation Period(s): | One calendar month from and including the Effective Date to and including the Termination Date | |
| Payment Date(s): | The fifth Business Day following the end of the Calculation Period | |
| **Fixed Amount Details:** | |  |
| Fixed Price Payer: | | Counterparty XYZ |
| Fixed Price: | | USD 8.00 per Bushel |
| **Floating Amount Details:** | |  |
| Floating Price Payer: | | Confirming Party |
| Commodity Reference Price: | | Organic Corn Mid-West Picked up at the Farm – The Jacobsen |
| Specified Price: | | Settlement price |
| Delivery Date(s): | | The calendar month and year corresponding to the Calculation Period |
| Pricing Date(s): | | The average of the daily settlements for Organic Corn Mid-west picked up at the farm from The Jacobsen |
| **Offices:** | |  |
| Confirming Party | |  |
| Counterparty: | |  |

Please confirm that the foregoing correctly sets forth all the terms and conditions of our agreement with respect to the Transaction by responding within two (2) Business Days by promptly signing in the space provided below and emailing the the signed copy to the confirming party [details of confirming party for the return of the Confirmation]. Your failure to respond within such period shall not affect the validity or enforceability of the Transaction as against you. This notification shall be the only Confirmation documentation in respect of this Transaction and accordingly no hard copy versions of this Confirmation for this Transaction shall be provided unless the Counterparty requests.

|  |  |
| --- | --- |
| For and on behalf of  **The confirming party**  Authorized Signatory Name:  Date: | For and on behalf of  **Counterparty XYZ**  Authorized Signatory Name:  Date: |