

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 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

For and on behalf of
Counterparty XYZ

Authorized Signatory
Name:
Date:

Authorized Signatory
Name:
Date: