

### Sample of Collateral Provisions in Confirmation

*The below is set out by way of illustration only and does not contain all the necessary provisions or information of the described transaction and shall not be used or relied on as such. In addition, the elections therein are not appropriate for specific transactions. Derivativeslawyer.com do not accept any responsibility whatsoever for the use of or reliance on the below.*

The ISDA form of Credit Support Annex (Subject to New York Law) (the "**CSA**") is incorporated into this Confirmation by reference. This Confirmation, together with the CSA, shall constitute a pledge agreement (the "**Pledge Agreement**") securing the payment and performance of Party [ ]'s obligations to Party [ ] under this and any other Transaction between the parties. The Pledge Agreement shall constitute a Credit Support Document under the Master Agreement. Upon execution by the parties of a Credit Support Annex or other form of pledge agreement (the "**Collateral Agreement**"), the Collateral Agreement shall supersede and replace the terms and provisions of the Pledge Agreement.

As used in the CSA:

"**Eligible Collateral**" means collateral acceptable to Party [ ];

"**Independent Amount**" means [ ];

"**Threshold**" means [ ];

"**Valuation Agent**" means Party [ ];

"**Valuation Date**" means (a) the Trade Date of this Transaction (b) each [ ] day (or if such day is not a Local Business Day then the immediately preceding Local Business Day) and (c) each other Local Business Day designated as a Valuation Date by notice given by one party to the other no later than the Notification Time on the Local Business Day before the Valuation Date so designated,

and all substitutions of Posted Credit Support shall require the consent of Party [ ], which consent will not be unreasonably withheld.