

CONFIRMATION

Date:

To: XYZ Bank

From: ABC Bank

Telephone: 81-3-xxxx-xxxx

Fax: 81-3-yyyy-yyyy

Transaction Reference Number: [reference number]

The purpose of this letter agreement, which constitutes a "Confirmation", is to set forth the terms and conditions of the US Dollar settled currency forward entered into between us on the Trade Date referred to below (the "Transaction").

1. The definitions and provisions contained in the 1998 FX and Currency Option Definitions (as published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and The Foreign Exchange Committee) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

Terms and conditions are as per any master foreign exchange agreement signed between us, unless you and we are parties to either a 1987 or 1992 ISDA Master Agreement ("Master Agreement") in which case this Confirmation supplements, forms part of and is subject to such Master Agreement. In addition, upon execution and delivery by you and us of any such foreign exchange agreement, this Confirmation shall supplement, form part of and be subject to such agreement.

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

Trade Date:	DD-MM-YY
Date of Annex A:	March - 1998
Reference Currency:	[SSS]
Reference Currency Notional Amount:	[SSS xxx,xxx,xxx,xxx.]
Notional Amount:	[TTT yyy,yyy,yyy,yyy]
Forward Rate:	[fixed rate]
Reference Currency Buyer:	[ABC Bank / the counterpart]
Reference Currency Seller:	[XYZ Bank / the counterpart]

Settlement Currency: [TTT]

Valuation Date: DD-MM-YY, provided, however, that if such date is not two Business Days prior to the Settlement Date then the Valuation Date shall be two Business Days prior to the Settlement Date.

Settlement Date: dd-mm-yy

Settlement: Non-Deliverable

Settlement Rate Option: [reference rate or, if not available,]

Business Days applicable to the Valuation Date: [holiday of "SSS" and "TTT" country]

Business Days applicable to the Settlement Date: [holiday of "TTT" country]

3. The Disruption Event and Fallbacks (in order) applicable to the particular Transaction to which this Confirmation are as follows:

Price Source Disruption: Applicable

Fallback Reference Price: CURRENCY-REFERENCE DEALERS

Reference Dealers: Four prime dealers in the market as determined by the parties

Specified Office [city of "SSS"]

Specified Rate: Average of the Reference Currency bid and offer rates

Specified Time: []

Fallback Reference Price: CURRENCY-MUTUAL AGREEMENT

4. Other Provisions:

Offices: The Office for ABC Bank for this Transaction is ABC Bank and the Office for Counterparty is [].

Calculation Agent: Joint ABC Bank and XYZ Bank

Governing Law: This "Confirmation" shall be governed by English Law unless the "Transaction" is made under ISDA Master Agreement in which case this "Confirmation" shall be governed by the governing laws of the ISDA Master Agreement.

5. Representations:

In connection with this Confirmation and the Transaction to which this Confirmation relates, each party to this Confirmation represents and acknowledges to the other party that:

(a) It is entering into this Transaction for the purposes of managing its borrowings or investments, hedging its underlying assets or liabilities or in connection with a line of business, and not for purposes of speculation.

(b) It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(c) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.

(d) The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

6. Account Details

Account for payments:
Payments to ABC Bank, [] A/C ABC Bank
Tokyo Branch: Reference []

Payments to Counterparty: Please advise

7. This Confirmation supersedes and replaces any other confirmation (including a SWIFT MT300 or phone confirmation), if any, sent in connection with this Transaction on or prior to the date hereof.

Counterparty hereby agrees (a) to check this carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Confirmation relates, by manually signing this Confirmation and providing any other information requested herein and immediately returning an executed copy to Confirmation Unit, ABC Bank.

Yours sincerely,

ABC Bank,

By:

Name:

Title:

Confirmed as of the
date first above written:

By:

Name:

Title:

By:

Name:

Title: