

Party A is a Multibranch Party and may act through the following Offices: Its New York, London, Tokyo, Paris, Singapore, Brussels, Sydney, Amsterdam, Vienna, Canada (Toronto), New Zealand (Auckland), and Zurich Branches, and its Frankfurt Head Office.

Party B is not a Multibranch Party.

(e) **Calculation Agent.** The Calculation Agent shall be Party A.

(f) **Credit Support Document.** Details of any Credit Support Document:

The ISDA Credit Support Annex and supplementary “Paragraph 13 - Elections & Variables” in the form appended hereto shall constitute a “Credit Support Document” in relation to each party, respectively, with respect to all of the obligations of the parties and for all purposes of this Agreement.

(g) **Credit Support Provider.** Not applicable.

(h) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without reference to its choice of law doctrine).

(i) **Multiple Transaction Payment Netting.** Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

(j) **Absence of Litigation.** For the purpose of Section 3(c):

“Specified Entity” means in relation to Party A, None.

“Specified Entity” means in relation to Party B, None.

(k) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

(l) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement each of the following will constitute an Additional Representation:

(i) **Representations of All Parties.** Each party will be deemed to represent and warrant to the other party on and as of the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any Transaction remains outstanding) that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that 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 as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered to be investment advice or a recommendation to enter into that 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 that Transaction.