

- [(i)] **Netting of Payments.** “Multiple Transaction Payment Netting” [will not apply for the purpose of Section 2(c) of this Agreement.][will apply for the purpose of Section 2(c) of this Agreement to [all Transactions][the following Transactions or groups of Transactions:— ..... ]  
 ..... ]  
 (in each case starting from [the date of this Agreement][ ..... ])\*
- [(j)] **“Affiliate”** [will have the meaning specified in Section 14 of this Agreement.][means ..... ]\*
- [(k)] **Absence of Litigation.** For the purpose of Section 3(c):—  
**“Specified Entity”** means in relation to Party A, .....  
**“Specified Entity”** means in relation to Party B, .....
- [(l)] **No Agency.** The provisions of Section 3(g) [will][will not]\* apply to this Agreement.
- [(m)] **Additional Representation** [will][will not]\* apply. [For the purpose of Section 3 of this Agreement, the following will constitute an Additional Representation:—

[[i)] **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):—

- [(1)] **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 will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.
- [(2)] **Assessment and Understanding.** 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 that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- [(3)] **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.]]\*

[[n)] **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.]\*\*

\* Delete as applicable.  
 \*\* Include if applicable.