

DRAFT

Fax No.: [] Client points out that if DB is only accepting fax, Party B wants matching requirements.

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- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: ~~Not applicable~~ [client counsel wants a local, NY agent]

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Party B appoints as Process Agent: As specified in Appendix I

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:

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:

~~(i) The Guaranty of the Credit Support Provider dated as of the date hereof in favor of Party A and in the form appended hereto shall constitute a "Credit Support Document" in relation to all of the obligations of Party B and for all purposes of this Agreement. [No personal guarantee. Write language as stand alone entities]~~

~~(i)~~ (i) 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. [See changes on CSA]

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- (g) **Credit Support Provider.** ~~Jeffrey Epstein shall be a Credit Support Provider with respect to Party B for all purposes hereof. [Stand alone Inc and LLC]~~

- (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, Party A's Affiliates.

"Specified Entity" means in relation to Party B, ~~Party B's Affiliates.~~

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