

resolution process in respect of any such issue or discrepancy (whether or not any action under paragraph (b) has occurred).

- (d) Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any actions required by or to otherwise comply with this Dispute Resolution Procedure will not constitute an event of default in respect of such party or any other event which permits either party to terminate any transaction under this or any other agreement.
- (e) If the European Commission adopts an implementing act in respect of the United States of America pursuant to Article 13 of EMIR and makes the declarations stated in Article 13 of EMIR, at least in respect of the Portfolio Reconciliation Risk Mitigation Techniques and Dispute Resolution Risk Mitigation Techniques, either party may, by giving at least one month's written notice to the other party, cause this Dispute Resolution Procedure to be removed from the Addendum.

4. **CONFIDENTIALITY WAIVER.**

With effect from September 15, 2013, the Addendum is amended by the addition of the following text:

"Notwithstanding anything to the contrary in this Addendum or in any non-disclosure, confidentiality or similar agreement between the parties, each party hereby consents to the disclosure of information to the extent required by this Addendum, EMIR or any applicable supporting law, rule or regulation which mandate reporting and/or retention of transaction and similar information (the "**Reporting Requirements**"). Each party acknowledges that disclosures made pursuant to this provision may include, without limitation, the disclosure of trade information including a party's identity (by name, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or, if no trade repository so registered can accept the information to be reported to it under the Reporting Requirements, recognised in accordance with Article 77 of EMIR (each such repository, a "**TR**") and relevant regulators and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a TR may engage the services of a global trade repository regulated by one or more governmental regulators, provided that such regulated global trade repository is subject to comparable confidentiality provisions as is a TR. For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy or other law imposes non-disclosure requirements on transaction and similar information required to be disclosed pursuant to the Reporting Requirements but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such other applicable law. Each party acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the disclosing party's home jurisdiction."

5. **MISCELLANEOUS.**

- 5.1 This First Amendment constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof.
- 5.2 No amendment or waiver in respect of this First Amendment will be effective unless in writing and executed by each of the parties.