

- (l) **CONFIRMATIONS.** Notwithstanding paragraph 3(b) or Annex II, the parties agree that, for operational reasons, the form of the Confirmations automatically issued by Party A and which do not require the signature of the parties may vary from the form set out in Annex II and each reference in any such Confirmation to:
- (i) the “Master Agreement” shall be read as references to the Agreement;
  - (ii) the “Master Agreement Date” shall be read as references to the date of the Agreement;
  - (iii) the “Trade Date” shall be deemed to be references to the “Contract Date” of the relevant Transactions;
  - (iv) the “Date of Repurchase” shall be deemed to be the “Repurchase Date” of the relevant Transactions;
  - (v) the “Repo Rate in % p.a.” shall be deemed to be the Pricing Rate of the relevant Transactions, expressed as a per annum percentage;
  - (vi) the “Currency” in the Confirmations shall be deemed to be the “Contractual Currency” of the relevant Transactions; and
  - (vii) the “Buying Rate”, “Haircut” and “Repurchase Rate” shall be deemed to be indicative only and not operative provisions or terms of the relevant Transactions.
- (m) Paragraph 10(a)(vi) shall be amended to add the words “or which is described in Paragraph 2(a)(v)” after the words “Defaulting Party” and before the words “in which case no such notice shall be required”.
- (n) Paragraph 13 shall be amended to add at the end thereof after the word “hereunder” and before the “.” the following:
- “, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted, and (iii) that each party shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder.”
- (o) **NO RELIANCE**
- Each Party hereby represents and warrants to the other that in connection with the negotiation of, the entering into, and the performance under the Agreement and each Transaction:
- (i) **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 judgement 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.
  - (ii) **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 and conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
  - (iii) **Status of Parties.** The other party is not acting as a fiduciary for or adviser to it in respect of that Transaction.
- (p) **SET-OFF**
- Without prejudice to the provisions of paragraph 10 of this Agreement, upon the occurrence of an Event of Default or Termination Event under this Agreement the party that is the non-Defaulting Party (“X”) may, without prior notice to the Defaulting Party (“Y”), set off any