

## 12. Interest

To the extent permitted by applicable law, if any sum of money payable hereunder or under any Transaction is not paid when due, interest shall accrue on the unpaid sum as a separate debt at the greater of the Pricing Rate for the Transaction to which such sum relates (where such sum is preferable to a Transaction) and LIBOR on a 360 day basis or 365 day basis in accordance with the applicable ISMA convention, for the actual number of days during the period from and including the date on which payment was due to, but excluding, the date of payment.

## 13. Single Agreement

Each party acknowledges that, and has entered into this Agreement and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that all Transactions hereunder constitute a single business and contractual relationship and are made in consideration of each other. Accordingly, each party agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, and (ii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder.

## 14. Notices and Other Communications

- (a) Any notice or other communication to be given under this Agreement -
- (i) shall be in the English language, and except where expressly otherwise provided in this Agreement, shall be in writing;
  - (ii) may be given in any manner described in subparagraphs (b) and (c) below;
  - (iii) shall be sent to the party to whom it is to be given at the address or number, or in accordance with the electronic messaging details, set out in Annex I hereto.
- (b) Subject to subparagraph (c) below, any such notice or other communication shall be effective -
- (i) if in writing and delivered in person or by courier, at the time when it is delivered;
  - (ii) if sent by telex, at the time when the recipient's answerback is received;
  - (iii) if sent by facsimile transmission, at the time when the transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
  - (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), at the time when that mail is delivered or its delivery is attempted;
  - (v) if sent by electronic messaging system, at the time that electronic message is received;
- except that any notice or communication which is received, or delivery of which is attempted, after close of business on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where that notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.
- (c) If:
- (i) there occurs in relation to either party an event which, upon the service of a Default Notice, would be an Event of Default; and
  - (ii) the non-Defaulting Party, having made all practicable efforts to do so, including having attempted to use at least two of the methods specified in subparagraph (b)(ii), (iii) or (v), has been unable to serve a Default Notice by one of the methods specified in those subparagraphs (or such of those methods as are normally used by the non-Defaulting Party when communicating with the Defaulting Party).