

- (d) If the representation given in Section 1.6(a), (b) or (c) prove to have been incorrect or misleading in any material respect when made or deemed repeated, the parties will use all reasonable efforts, negotiating in good faith and a commercially reasonable manner either:
- (i) to agree and implement any amendments or modifications to the terms of swaps which are required to be Cleared and take any steps required to ensure that such swaps are Cleared before the applicable regulatory deadline, and to ensure the payment of any Balancing Payment Amount; or
 - (ii) to agree and implement any amendments or modifications to the terms of swaps which are not required to be Cleared and take any steps required to ensure that the relevant Portfolio Risk Mitigation Techniques (as defined below) are adhered to in respect of such swaps by the sixth Joint Business Day following the date on which both parties are aware that representation given in Section 1.6(a) was incorrect or misleading, or such later date as the parties agree, and to ensure the payment of any Balancing Payment Amount by the same day.
- (e) If the steps set out in Section 1.6(d) have not been completed in time:
- (i) it will constitute an Additional Termination Event under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable, in respect of which the swap(s) for which remedial steps have not been completed will be the sole Affected Transaction(s) and Client will be the sole Affected Party, provided that both parties will be Affected Parties for the purposes of Section 6(b)(iv) of the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable;
 - (ii) for the purposes of any determination pursuant to Section 6(e) the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable, following the designation of an Early Termination Date as a result of Section 1.6(d):
 - (A) it will be deemed that Client is a non-financial counterparty to which mandatory clearing stipulated in EMIR does not apply (whether or not in fact this is the case); and
 - (B) where "Market Quotation" is designated as the payment measure, it will be deemed that Market Quotation would not produce a commercially reasonable result and "Loss" will apply in relation to the relevant Affected Transaction(s); and
 - (iii) without prejudice to the rights, powers, remedies and privileges provided by law, neither the making by Client of an incorrect or misleading status representation under Section 1.6(a), (b) or (c) nor the failure of a party to take any actions required under Section 1.6(d) will constitute an Event of Default under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable.
- 1.7 Immediate Notice. Client will notify DB immediately if any of its responses to Sections 1.1 to 1.6 above change for any reason.