1.1 Client Information. Client has duly completed the Client Information Form in the Swap Addendum Annex and the information contained therein is true and correct.

1.2 Not Regulated Swap Entity. Client is not a Swap Dealer, Security-Based Swap Dealer, Major Swap Participant or a Major Security-Based Swap Participant.

1.3 Eligible Contract Participant. Client is an Eligible Contract Participant ("ECP"). Client has duly completed the ECP Questionnaire in the Swap Addendum Annex and the information contained therein is true and correct. If the obligations of Client in its swaps with DB are guaranteed by another person or persons (each, a "Guarantor"), Client will cause each Guarantor to complete the ECP Questionnaire for Guarantors provided as Part 6 of this Protocol confirming it is an ECP to DB as a condition precedent to discussing additional swaps and/or swap trading strategies with DB.

If Client has indicated in the Eligible Contract Participant Questionnaire that it is either a "Hedging Entity ECP" or a "Hedging Individual ECP", Client further represents to DB that, for so long as Client remains either a Hedging Entity ECP or a Hedging Individual ECP, each swap entered into by Client under this Agreement will be entered into in connection with the conduct of Client's business or to manage the risk associated with an asset or liability owned or incurred, or reasonably likely to be owned or incurred, by Client in the conduct of Client's business.

1.4 Financial Entity. Client ☐ IS / ☒ IS NOT a Financial Entity. If Client is a Financial Entity under Dodd Frank, Client has duly completed the Financial Entity Questionnaire in the Swap Addendum Annex, and the information contained therein is true and correct.

1.5 Special Entity. Client ☐ IS / ☒ IS NOT a Special Entity. If Client is a Special Entity (or is electing to be a Special Entity as permitted by CFTC Regulations), Client has duly completed the Special Entity Questionnaire in the Swap Addendum Annex, and the information contained therein is true and correct.

1.6 Financial and Non-Financial Counterparty Representation. Client represents to DB (which representation is deemed repeated as of the time of each Swap Transaction Event) that [please check box (a) or (b) and if you have checked box (b), please check box (c) if applicable]:

(a) Client ☐ is a Financial Counterparty. It is either: (X) organized or incorporated inside the European Union and is a financial counterparty (as defined in EMIR); or (Y) organized or incorporated outside the European Union and, to the best of its knowledge and belief, having given due and proper consideration to its status, would constitute a financial counterparty (as such term is defined in EMIR) if it were established in the European Union; or

(b) Client ☒ is a Non-Financial Counterparty. It is either: (X) organized or incorporated inside the European Union and is a non-financial counterparty (as defined in EMIR); or (Y) organized or incorporated outside the European Union and, to the best of its knowledge and belief, having given due and proper consideration to its status, would constitute a non-financial counterparty (as such term is defined in EMIR) if it were established in the European Union; and

(c) Client ☒ is a NFC-. The notional amounts of its relevant foreign exchange, credit, rates, equity, commodity and other derivative portfolios are lower than the thresholds for mandatory clearing stipulated in respect of EMIR. (A client that is not a Financial Counterparty and has not checked this box as applicable will be called an NFC+ for purpose of this Addendum and Part 8.)

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