

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into on the Trade Date specified below (the "**Transaction**") between **Deutsche Bank AG, acting through its London branch ("Party A" or "Deutsche")** and **[insert counterparty name] ("Party B" or "Counterparty")**. This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below. This Confirmation constitutes the entire agreement and understanding of the parties with respect to the subject matter and terms of the Transaction and supersedes all prior or contemporaneous written and oral communications with respect thereto.

DEUTSCHE BANK AG IS NOT REGISTERED AS A BROKER DEALER UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934. DEUTSCHE BANK SECURITIES INC. ("DBSI") HAS ACTED SOLELY AS AGENT IN CONNECTION WITH THIS TRANSACTION AND HAS NO OBLIGATION, BY WAY OF ISSUANCE, ENDORSEMENT, GUARANTEE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY UNDER THE TRANSACTION. AS SUCH, ALL DELIVERY OF FUNDS, ASSETS, NOTICES, DEMANDS AND COMMUNICATIONS OF ANY KIND RELATING TO THIS TRANSACTION BETWEEN PARTY A AND PARTY B SHALL BE TRANSMITTED THROUGH DBSI. DEUTSCHE BANK AG, LONDON BRANCH IS NOT A MEMBER OF THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC).

1. This Confirmation supplements, forms a part of and is subject to, the ISDA Master Agreement dated as of **[insert date of Master Agreement]**, as amended and supplemented from time to time (the "Agreement"), between Deutsche Bank AG and Counterparty. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "2006 Definitions") and in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions" and, together with the 2006 Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern. References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for purposes of the 2006 Definitions.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade ID:	[]
Trade Date:	[]
Effective Date:	[]
Termination Date:	The final (or only) Cash Settlement Payment Date, which is expected to be [insert date].
Shares:	
RIC Code:	
Exchange:	[]
Related Exchange:	All Exchanges
Calculation Agent:	Party A

Equity Amounts Payable:

Equity Amount Payer:	Party A / B
Number of Shares:	[]
Equity Notional Amount:	[]
Equity Notional Reset:	[Applicable / Inapplicable]
Type of Return:	Price Return / Total Return
Initial Price:	[]
Final Price:	The official closing price per Share quoted by the Exchange as of the Valuation Time on the [relevant] Valuation Date <u>[converted]</u> into the Settlement Currency by the Calculation Agent]

Confidential