

#### 4. PART C

##### PROVISIONS FOR NON-US PERSON COUNTERPARTIES

*If you are not a US person, please complete this Part C and return a signed, completed copy to your DB representative.*

*Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Glossary which constitutes Part 9 of the Swaps Protocol.*

DB and Client hereby agree as follows:

#### 1. **ADDITIONAL REPRESENTATIONS FOR NON-US PERSONS.**

Client represents (which representations are deemed repeated as of the time of each Swap Transaction Event) and warrants to DB that:

- 1.1 Affiliate Conduit. Client reasonably believes, based on upon the relevant guidance in the Interpretive Guidance, including the Affiliate Conduit Factors, that it  IS /  IS NOT an “affiliate conduit.”
- 1.2 US Person Guarantees. Unless Client has notified DB to the contrary in a timely manner in writing prior to a Swap Transaction Event, Client’s obligations to DB in connection with the relevant Swap Transaction Event  WILL /  WILL NOT be supported by any Guarantee (of which Client is aware) that is provided by a person that Client reasonably believes falls within one or more of the US Person Categories or would otherwise be deemed to be a “US person” under the Interpretive Guidance.
- 1.3 Further Representations. If Client has represented in Section 1.2 that it has a Guarantee from a US person, Client further represents (which representations are deemed repeated as of the time of each Swap Transaction Event) and warrants to DB that, unless Client has notified DB to the contrary in a timely manner in writing prior to a Swap Transaction Event:
  - (a) Client reasonably believes that  NO PERSON /  ONE OR MORE PERSONS who would be deemed to be a “US person” under the Interpretive Guidance that is providing a Guarantee supporting Client’s obligations to DB in connection with the relevant Swap Transaction Event is a Financial Entity; and
  - (b) Client either  IS affiliated with a Swap Dealer and does not engage in a level of Swap dealing activity to require registration as a Swap Dealer with the CFTC or  IS NOT affiliated with a Swap Dealer.
  - (c) Client reasonably believes that each person that is providing a Guarantee supporting Client’s obligations to DB in connection with a Swap Transaction Event  WILL /  WILL NOT be an Eligible Contract Participant.

#### 2. **EMIR COUNTERPARTY STATUS.**

- 2.1 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