

For the avoidance of doubt, Portfolio Data will be sent to such address as agreed between the parties from time to time.

All notices with regard to this Agreement shall be sent to the Client pursuant to the applicable notice details contained in the agreement governing the Relevant Transaction(s) to which such notice refers or to such other address as otherwise agreed between the parties.

**4. ADDITIONAL PROVISIONS FOR CLIENTS THAT HAVE IDENTIFIED IN SECTION 1 OF THIS PART C THAT THEY ARE AN AFFILIATE CONDUIT AND/OR HAVE A GUARANTEE FROM A US PERSON.**

The additional provisions that follow in this Part C, Section 4, modifies and supplements the contract or contracts used by Client and DB to document their swaps (the "**Agreement**") if the Client has identified in Section 1 of this Part C that they are an Affiliate Conduit and/or have a Guarantee from a US person. If Client and DB are not currently documenting their swaps under a form of standard master swap agreement published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") or another industry group that has been manually signed by the parties, then by delivery of this Part C and an indication in Section 1 of this Part C that you are an Affiliate Conduit and/or have a Guarantee provided by a US person, Client is agreeing that (1) as and from the date that DB signs this Part C, the parties shall be deemed to have entered into an ISDA 2002 Master Agreement, without any Schedule thereto, except the election that such agreement shall be governed by English law (the "**Deemed ISDA Master Agreement**"), and (2) all swaps entered into by the parties after such date shall be subject to that Deemed ISDA Master Agreement. If, after the date of entry into this Part C, Client and DB manually execute a form of standard master agreement published by ISDA or another industry group, this Part C, Section 4 shall supplement and form part of that master agreement (as supplemented by this Part C, Section 4, the "**Subsequent Agreement**") and all swaps previously governed by the terms of the Deemed ISDA Master Agreement shall thereafter be governed by the terms of the Subsequent Agreement. The Agreement, the Deemed ISDA Master Agreement and any Subsequent Agreement is the swap trading relationship documentation between the parties for purposes of the CFTC Regulations. All notices under Section 5 or 6 of the Deemed ISDA Master Agreement (other than notices under Section 5(a)(i)) shall be sent to: Deutsche Bank AG, Head Office, Theodor-Heuss-Allee 70, 60486 Frankfurt-am-Main, GERMANY, Attention: Legal Department, Fax No: 49 69 910 36097. All other notices to DB shall be sent directly to the office through which DB is acting for the relevant Transaction, using the address and contact particulars specified in the confirmation of that transaction or otherwise notified. All notices to Client in respect of the Deemed ISDA Master shall be sent to the address immediately following the signature of the Client in this Part C.

Notwithstanding the foregoing, each party agrees that an event of default, termination event, or other similar event that gives a party grounds to cancel or otherwise terminate a swap shall not occur under the Agreement or any other contract between the Parties solely on the basis of (i) a representation provided solely in this Part C, Section 4 being incorrect or misleading in any material respect, or (ii) a breach of any covenant or agreement set forth solely in this Part C, Section 4; *provided, however*, that nothing in this paragraph shall prejudice any other right or remedy of a party at law or under the Agreement or any other contract in respect of any misrepresentation or breach hereunder or thereunder. For the avoidance of doubt, this paragraph shall not alter a party's rights or remedies, if any, applicable to a breach of any representation, warranty, covenant, or agreement that is not provided or set forth solely in this Part C, Section 4.