

“**Benefit Plan ECP**” means an employee benefit plan subject to ERISA, a governmental employee benefit plan or a foreign person performing a similar role or function subject to foreign regulation, in each case having total assets exceeding \$5 million or whose investment decisions are made by one of the following:

- (i) an investment adviser subject to regulation under the Advisers Act or a commodity trading advisor subject to regulation under the CEA;
- (ii) a foreign person performing a similar role or function subject to foreign regulation;
- (iii) a Financial Institution; or
- (iv) an Insurance Company.

“**Cleared**” means, in respect of a swap and for purposes of Section 1.8 of the Addendum only, that such swap has been submitted to a central clearing house authorized under Article 14 of EMIR or recognised under Article 25 of EMIR for clearing relevant OTC derivative transactions

“**Commodity Pool**” means any investment trust, syndicate, or similar form of enterprise operated for the purpose of trading in commodity interests.

“**Commodity Pool ECP**” means a Commodity Pool that has total assets exceeding \$5 million and is formed and operated by a person subject to regulation under the CEA or a foreign person performing a similar role or function subject to foreign regulation, provided that, in respect of retail foreign exchange transactions, a Commodity Pool does not qualify as an Commodity Pool ECP unless one of the following conditions is met:

- (i) the Commodity Pool:
  - (A) is not formed for the purpose of evading regulation under Sections 2(c)(2)(B) or 2(c)(2)(C) of the CEA or related CFTC rules, regulations or orders;
  - (B) has total assets exceeding \$10 million; and
  - (C) is formed and operated by a registered commodity pool operator or by a commodity pool operator that is exempt from registration pursuant to CFTC Regulation 4.13(a)(3); or
- (ii) each direct participant in such Commodity Pool is itself an Eligible Contract Participant.

*(NB: If any such direct participant is itself a Commodity Pool, please contact your DB representative for further information.)*

“**Data Delivery Date**” means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the Joint Business Day immediately prior to the PR Due Date.

“**Data Reconciliation**” means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party’s own books and records of all outstanding Relevant Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.

“**Derivative**” or “**Derivative Contract**” means a “derivative” or “derivative contract” as defined in Article 2(5) of EMIR.

“**Dispute**” means any dispute between the parties (a) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure (or other Agreed