

Portfolio Risk Mitigation Techniques (as defined below) are adhered to in respect of such swaps by the sixth Business Day following the date on which both parties are aware that representation given in Section 1.2 above was incorrect or misleading, or such later date as the parties agree, and to ensure the payment of any Balancing Payment Amount by the same day.

1.5 Automatic Termination Event.

- (a) If the remedial steps described in Section 1.4 above have not been completed in time, it will constitute an Additional Termination Event under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable, in respect of which the swap(s) for which remedial steps have not been completed will be the sole Affected Transaction(s) and Client will be the sole Affected Party, provided that both parties will be Affected Parties for the purposes of Section 6(b)(iv) of the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable.
- (b) For the purposes of any determination pursuant to Section 6(e) the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable, following the designation of an Early Termination Date as a result of this Section 1.5:
  - (i) it will be deemed that Client is a non-financial counterparty to which mandatory clearing stipulated in EMIR does not apply (whether or not in fact this is the case); and
  - (ii) where "Market Quotation" is designated as the payment measure, it will be deemed that Market Quotation would not produce a commercially reasonable result and "Loss" will apply in relation to the relevant Affected Transaction(s).
- (c) Without prejudice to the rights, powers, remedies and privileges provided by law, neither the making by a party of an incorrect or misleading status representation under Section 1.2 above nor the failure of a party to take any actions required under Section 1.4 above will constitute an Event of Default under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable.

1.6 FC Representation. Client  IS /  IS NOT a Financial Counterparty. Client represents to DB (which representation is deemed repeated as of the time of each Swap Transaction Event) that:

- (a) 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.

**2. EMIR PORTFOLIO RECONCILIATION RISK MITIGATION TECHNIQUES.**

From the Effective Date, and in order to facilitate compliance with the portfolio reconciliation risk mitigation techniques for OTC derivative transactions set out in Article 11(1)(b) of EMIR, as supplemented by Article 13 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union (collectively, the "**Portfolio Risk Mitigation Techniques**"):

- 2.1 the references to "swaps" in Section 6.3 of the Addendum and in Part 7 of the Dodd-Frank Protocol are construed to be references to each "OTC derivative" and "OTC derivative contract"