



Notwithstanding anything to the contrary contained herein, if, prior to your receipt of the Guaranteed Incentive or Replacement Award(s) (for purposes of this paragraph "Award(s)"), you die or qualify for long term disability (as defined in the applicable Deutsche Bank long term disability policy) and cannot perform your assigned duties (even with a reasonable accommodation), the Bank may determine, in its discretion, to pay or award all or part of the unpaid or unawarded Award(s) provided under this Agreement. Any such payment or award will be paid or awarded within 60 days of your death or qualification for long term disability, as the case may be. Any Restricted Compensation Award that has been awarded will be governed by the terms of any applicable plan(s) rules.

The compensation described herein will be structured to comply with the laws, directives and regulations of all applicable jurisdictions, including those issued by the European Union, BaFin and the Federal Reserve Bank of New York. To the extent any law or regulation is modified or any other laws or regulations adopted by any jurisdiction are applicable to your compensation, then the terms and conditions of your compensation may be modified to comply with such laws or regulations.

3. Vacation and Benefits

Your vacation and benefits are determined by Deutsche Bank policy. Information concerning eligibility and enrollment for the Bank's health and welfare benefits plans and the Deutsche Bank Matched Savings Plan [401(k)] is contained in your employment welcome package. If you do not actively make an election, you will be automatically enrolled in the DB 401(k) after your first 60 days of employment. You may elect to change your contribution rate and/or investment options or opt out of the DB 401(k).

4. Notice and Non-Solicit

In exchange for Deutsche Bank's promises in this Agreement, if you terminate your employment with us for any reason, you will provide us with a minimum of 90 days prior written notice (the "Notice Period"). During the Notice Period, (i) we will pay you your salary and continue certain benefits until your termination date and (ii) you will remain an employee of the Bank and will continue to work in order to transition your duties as directed by us. We may choose to place you on leave during the Notice Period or terminate your employment. You may not perform any services for any other employer during the Notice Period unless we agree in writing or we terminate your employment.

You agree that during your employment and for 120 days thereafter (the "Non-Solicitation Period"), you will not, directly or indirectly, solicit or facilitate obtaining business from any Deutsche Bank client which was a client of your division at any time during your employment, in any case other than for Deutsche Bank; induce or attempt to induce any such client to reduce or terminate its business with Deutsche Bank; or directly or indirectly, solicit, induce, cause, participate or assist any third party in soliciting any employees from your division to work for you or any entity. The Non-Solicitation Period will begin to run on the date you commence employment and end on the date that is 120 days following the date on which your employment termination becomes effective, which, if you have a Notice Period, will be the last date of the Notice Period.

5. Compliance with Policies

You agree to abide by all of the Bank's policies, which may be amended from time to time in the Bank's sole discretion, including its general personnel policies and the Code of Professional Conduct. You also agree to comply with the Confidential & Proprietary Information and Disclosure of Inventions provisions and disclose any Inventions and Works (as such are defined therein). Any intellectual property created by you during the period of your employment and concerning the financial services industry or any other field that supports or is related to the business operation of Deutsche Bank shall be the sole property of Deutsche Bank or its designee.

6. Additional Terms

You acknowledge that you do not have any restrictions that would prevent you from joining Deutsche Bank and providing the services contemplated under this Agreement. You also agree that you will not bring to your Deutsche Bank employment or use in connection with your employment any confidential or proprietary information that you used or had access to by reason of any previous employment that is the property of any previous employer, including, but not limited to, passwords, e-mails, business plans, documents, and the like. You agree to devote your full business time, attention and best efforts to the affairs of Deutsche Bank.

Unless a period of time is defined in this Agreement or unless your terms and conditions are modified by a written agreement or by a change in Deutsche Bank personnel policies, all terms and conditions of employment described in this Agreement extend for the duration of your employment with Deutsche Bank. This Agreement is not intended to be, and should not be construed as creating a contract guaranteeing employment for any specific duration. You understand and agree that the relationship between you and Deutsche Bank is one of at will employment. Either you (subject to any applicable notice period) or Deutsche Bank may terminate your employment at any time for any lawful reason or no reason.