[Date]

[Party B Address]

[Fax: ·]

[Attention: ·]

**Index Swap Transaction**

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between Deutsche Bank AG, acting through its London branch ("**Party A**") and [*Hana Securities Co., Ltd.*] ("**Party B**" or "**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation, together with its Annexes, constitutes a "Confirmation" as referred to in theAgreement specified below, and supersedes all or any prior written or oral agreements in relation to the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions (the "**Swap Definitions**") and in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the Swap Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will prevail. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation shall govern.

This Transaction shall be an "Index Swap Transaction" for purposes of the Equity Definitions and a "Swap Transaction" for purposes of the Swap Definitions.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of [21 January 2009] as amended and supplemented from time to time (the "**Agreement**"), made between Deutsche Bank AG and the Counterparty. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. In the event of any inconsistency between this Confirmation and the Agreement, this Confirmation will govern.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

|  |  |
| --- | --- |
| General Terms: |  |
|  |  |
| Type of Transaction: | Index Swap Transaction. |
|  |  |
| Trade Date: | [*insert date*]. |
| DB Trade Reference: | [To be advised.] |
| UTI [/USI]: | [To be advised.] |
|  |  |
| Effective Date: | [*insert date*]. |
|  |  |
| Termination Date: | The Cash Settlement Payment Date in respect of the Final Valuation Date. |
|  |  |
| Index: | [ Deutsche Bank Defensive Equity Index USD] which is described in the Index Description. |
| Index Description: | The rules and/or methodology (howsoever described and including any guide or description pertaining to the calculation of the Index or any Component of an Index, as the context admits), as may be published by the Index Publication Agent as may be amended and/or restated from time to time, as determined by the Calculation Agent. |
| Index Bloomberg Code: | [DBRPGEDU Index ] |
| Index Publication Agent; | In respect of each Index or Component of an Index, as applicable, the corporation or other entity that is responsible for calculating and publishing such Index or Component and includes any corporation or other entity that is responsible for announcing (directly or through an agent) the level of such Index or Component. |
| Index Sponsor: | In respect of each Index, each corporation or other entity that:  (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index;  (ii) is responsible for calculating the relevant Index;  (iii) is responsible for announcing (directly or through an agent) the level of the relevant Index; and/or  (iv) owns the intellectual property in the relevant Index.  Each reference to "Index Sponsor" in this Confirmation and in the Equity Definitions shall be deemed to refer solely to the corporation or other entity that performs the function(s) referred to in sub-paragraphs (i) to (iv) above that is applicable in the context of the relevant provision so that, for example, references in this Confirmation and in the Equity Definitions to the Index Sponsor calculating the relevant Index shall refer to the corporation or other entity that performs the function specified in sub-paragraph (ii) above.  In respect of any Index which is proprietary to Party A or any of its Affiliates and where Party A or any of its Affiliates performs any of the activities set out in sub-paragraphs (i) to (iii), the initial Index Sponsor shall be Deutsche Bank AG operating through Deutsche Bank Index Quant ("**DBIQ**"), an independent research unit within Deutsche Bank AG via its internal processes and with respect of the activity set out in sub-paragraph (iv), the initial Index Sponsor shall be Deutsche Bank AG or any of its Affiliates. |
| Calculation Agent: | Party A |
|  |  |
| Business Day: | A day in respect of which the official closing level of the Index is scheduled to be published by the Index Sponsor. |
|  |  |
| Scheduled Trading Day: | A Business Day on which [*a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments are open for general business in London, Singapore, Sweden, Hong Kong, Tokyo, Switzerland, Canada, Sydney and New York*]. |
|  |  |
| Equity Amount: | |
|  |  |
| Equity Amount Payer: | Party A. |
|  |  |
| Equity Amount Receiver: | Party B. |
|  |  |
| Equity Notional Amount: | An amount in the Settlement Currency equal to |
|  |  |
| Equity Notional Reset: | Applicable. |
|  |  |
| Type of Return: | Price Return. |
|  |  |
| Equity Amount: | In respect of each Cash Settlement Payment Date and the corresponding Valuation Date and the Equity Amount Payer, the Equity Amount shall be an amount (deemed to be a Settlement Currency amount) determined by the Calculation Agent in accordance with the following formula: |
|  | Where:  “**TC(t)**” means, in respect of a Cash Settlement Payment Date t, the sum of TCi(t) andTCf(t). Expressed as a formula:    “**TCi(t)**” means in respect of Cash Settlement Payment Date t, an amount determined by the Calculation Agent to be:   1. if Cash Settlement Payment Date t is the first Cash Settlement Payment Date:   ;   1. else,   .  “**TCf(t)**” means, in respect of Cash Settlement Payment Date t, an amount determined by the Calculation Agent to be:   1. if Cash Settlement Payment Date t is the final Cash Settlement Payment Date:   ;   1. else,   .  "**abs**" means the absolute value function which, when followed by a variable in brackets, is equal to the value of such variable without taking the sign into account; for the avoidance of doubt such value may not be negative.  "**Final Level**" means Index Level in respect of the Final Valuation Date.  Units, Final Price and Initial Price have the meanings given below.  Section 8.7 of the Equity Definitions shall not apply. |
| Initial Price: | In respect of:  (i) the first Valuation Date, the Reference Level; and  (ii) each Valuation Date following the first Valuation Date, the Final Price for the Valuation Date immediately preceding such Valuation Date.  Section 5.8 of the Equity Definitions shall not apply. |
| Final Price: | In respect of each Valuation Date, the Index Level in respect of such Valuation Date.  Section 5.9 of the Equity Definitions shall not apply. |
| Units: | [l] |
|  |  |
| Reference Level: | The Index Level in respect of the Effective Date. |
| Transaction Cost: | [ 0.04 ]% |
|  |  |
| Valuation Dates: | The Valuation Dates shall be, subject as provided in Annex 1 (*Consequences of Disrupted Days*) hereto, (i) the [third Friday of each April and October in each calendar year] during the period commencing on, but excluding, the Effective Date and ending on, but excluding, the Final Valuation Date, and if any such day is not a Business Day, such day shall be subject to adjustment in accordance with the Following Business Day Convention, and (ii) the Final Valuation Date.  Neither Section 6.2 nor Section 6.6 of the Equity Definitions shall apply. |
| Last Valuation Date: | [*insert date*], or if such day is not a Scheduled Trading Day, the immediately following Scheduled Trading Day. |
| Final Valuation Date: | The earlier to occur of the Last Valuation Date and the Early Termination Valuation Date. |
| Index Level: | In respect of any relevant day, the official closing level of the Index in respect of such day, as published on the Price Source, subject as provided in "Corrections" below. |
| Price Source: | Bloomberg L.P. or any of its Affiliates and subsidiaries, or any successor market price information provider(s)  provided that, if in respect of any relevant day the Calculation Agent determines, acting reasonably, that such source is unavailable or the official closing level of the Index is not published on such source, then the Price Source for such day shall be such other market price information provider selected by the Calculation Agent acting reasonably provided, further, that Party A may, upon notice to Party B, change the Price Source to a Price Source provided by Bloomberg L.P. or any of its Affiliates and subsidiaries. |
| Fixed Amounts: |  |
| Fixed Amount Payer: | Party B |
|  |  |
| Calculation Amount: | In respect of each Fixed Rate Payment Date, for the purpose of calculating the Fixed Amount payable on such Fixed Rate Payment Date pursuant to Section 5.1(b) of the Swap Definitions, an amount (deemed to be a Settlement Currency amount) determined by the Calculation Agent in accordance with the following formula:  Units x IL(tv-2)  Where:  "**IL(tv-2)**" means the Index Level in respect of the second Valuation Date immediately preceding such Fixed Rate Payment Date or, in respect of the first Fixed Rate Payment Date, the Reference Level. |
| Fixed Rate: | [xx.x%] |
|  |  |
| Fixed Rate Day Count Fraction: | Act/360 (Fixed) |
| Calculation Period: | In respect of each Fixed Rate Payment Date, the period commencing on, and including, the second Valuation Date immediately preceding such Fixed Rate Payment Date and ending on, but excluding, the Valuation Date immediately preceding such Fixed Rate Payment Date, except that the initial Calculation Period will commence on, and include, the Effective Date. |
| Fixed Rate Payment Date: | Each Cash Settlement Payment Date. |
| Optional Early Termination: |  |
| Option to early terminate the Transaction: | Subject to any other termination provision contained in this Confirmation or the Agreement and so long as no Event of Default (as such term is defined in the Agreement) shall have occurred and then be continuing with respect to the party making the election hereunder, either Party shall have the right (but not the obligation) prior to the Final Valuation Date to terminate this Transaction in whole but not in part. The termination of the Transaction and the exercise of such right shall be in accordance with the following terms:  (i) The Party exercising the right to terminate the Transaction (the "**Exercising Party**") shall send a written notice of its exercise of such right (the "**OET Notice**") by electronic mail to the other Party (the "**Receiving Party**") at the relevant contact details specified in paragraph 5 under "OET Notice Contact Details" below.  (ii) If the Receiving Party is Party A, Party A shall as soon as reasonably practicable upon receipt of such OET Notice confirm such receipt by sending a written confirmation (the "**OET Confirmation**") by electronic mail to the Exercising Party at the relevant contact details specified in paragraph 5 under "OET Notice Contact Details" below.  (iii) The "**Early Termination Valuation Date**" will be the second Scheduled Trading Day following (a) if Party A is the Exercising Party, the date the OET Notice is sent to Party B or (b) if Party A is the Receiving Party, the date the OET Confirmation is sent to Party B. |
|  |  |
| Settlement Terms |  |
|  |  |
| Cash Settlement: | Applicable. |
|  |  |
| Settlement Currency: | [USD] |
|  |  |
| Cash Settlement Payment Dates: | The first Currency Business Day falling on or after the third London Banking Day following each Valuation Date. Section 8.8 of the Equity Definitions shall not apply. |
| London Banking Day: | A day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London. |
| Currency Business Day | A day (other than a Saturday or Sunday) which is a scheduled business day for [New York] |
|  |  |
| Index Adjustment Events: | Applicable. |
|  |  |
| Index Modification: | Cancellation and Payment.  Section 11.1(b)(i) of the Equity Definitions shall be amended by the addition of the words ", contracts or commodities" after the words "changes in constituent stock and capitalization" therein. |
|  |  |
| Index Cancellation: | Cancellation and Payment.  Section 11.1(b)(C)(2) of the Equity Definitions shall be amended by replacing the words "the Exchange Business Day" therein with "the Scheduled Trading Day". |
|  |  |
| Index Disruption: | Calculation Agent Adjustment.  Section 11.1(b)(A) of the Equity Definitions shall be amended by the deletion of the words ", but using only those securities that comprised that Index immediately prior to that Index Adjustment Event" |
|  |  |
| Additional Disruption Events: | Applicable. |
|  |  |
| Change in Law: | Applicable, provided that Section 12.9(a)(ii) of the Equity Definitions is amended to read as follows:  "**Change in Law**" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) whether or not authorized or mandated by any statute enacted on or before the Trade Date, including for the avoidance of doubt and without limitation, the adoption of regulations authorized or mandated by any existing statute without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "**Dodd-Frank Act**") or any similar legal certainty provision of any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including any action taken by a taxing authority), a party to such Transaction determines in good faith that (X) it has become, or within the next 30 calendar days (but on or before the Final Valuation Date of the Transaction) will become, illegal for the Hedging Party to hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of its Hedge Position(s) or Components (defined below) relating to the Transaction, or (Y) it will incur a materially increased cost in performing its obligations under such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position(s). |
|  |  |
| Illegality: | The parties agree that for the avoidance of doubt, for purposes of Section 5(b)(i) of the Agreement, "any applicable law" shall include the Dodd-Frank Act, any rules and regulations promulgated thereunder and any similar law or regulation, without regard to Section 739 of the Dodd-Frank Act or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, and the consequences specified in the Agreement, including without limitation, the consequences specified in Section 6 of the Agreement, shall apply to any Illegality arising from any such act, rule or regulation. |
|  |  |
| Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010: | In connection with Section 739 of the Dodd-Frank Act or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, the parties hereby specifically reserve the right to terminate, renegotiate, modify, amend or supplement this Transaction to the extent that the enactment of the Dodd-Frank Act or any similar legislation, rule or regulation, or any requirement under the Dodd-Frank Act or an amendment made by the Dodd-Frank Act, constitutes an Additional Disruption Event, Termination Event or other similar event under this Transaction that would give rise to such a right to terminate, renegotiate, modify, amend or supplement this Transaction in accordance with its terms. |
| Hedging Disruption: | Applicable, provided that Section 12.9(a)(v) of the Equity Definitions is amended by replacing the words "the equity price risk of entering into and performing its obligations with respect to the relevant Transaction" with " any relevant price risk". |
|  |  |
| Increased Cost of Hedging: | Applicable, provided that Section 12.9(a)(vi) of the Equity Definitions is amended by replacing the words "the equity price risk" with "any relevant price risk". |
| Hedge Positions: | Means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in financial instruments, securities, options, futures, derivatives, credit default swaps or other credit-linked instruments or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, a Transaction |
|  |  |
| Hedging Party: | For all events, Party A or any affiliate(s) designated by it. |
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|  |  |
|  |  |
| Determining Party: | In relation to all Extraordinary Events, Party A |
|  |  |
| Extraordinary Events: | Merger Event, Tender Offer, Nationalization, Insolvency and Delisting shall not apply. |
|  |  |
| Other Terms: |  |
|  |  |
| Index Calculation Methodology Changes: | Under the Index Description, certain events may result in changes to the calculation methodologies of the Index. Such changes generally available on the Index Sponsor website at: [https://www.solactive.com]. |
| Corrections: | In the event that any price or level published by the Index Sponsor for the Index, in respect of any date which is utilised for any calculation or determination in respect of this Transaction, is subsequently corrected and the correction is published by the Index Sponsor after the date of original publication, the Calculation Agent will if the Initial Correction Criteria is satisfied, or may if the Initial Correction Criteria is not satisfied but the Calculation Agent determines acting in good faith and a commercially reasonable manner that it is appropriate to do so, adjust or correct any of the terms of or levels used by this Transaction to account for such correction(s).  Where:  "**Initial Correction Criteria**" means:   1. the correction is published by the Index Sponsor within one Settlement Cycle after the original publication; and 2. Party A has not relied in good faith on any such incorrect price or level to unwind, maintain or enter into any hedging arrangements in respect of the Transaction; and   "**Settlement Cycle**" means [three Business Days].  In the case of any such adjustment or correction, the Calculation Agent will determine the amount that is payable as a result of the adjustment or correction and the Party who is to make such payment and notify the Parties of such and of the relevant adjustment or correction.  The relevant Party will make any such payment as soon as reasonably practicable following such notification.  Section 11.4 of the Equity Definitions shall not apply. |
| Dividend Recovery | Notwithstanding "Corrections" above, if an Index Level for an Index used in any calculation or determination under this Transaction is adjusted in accordance with the relevant Index Description to reflect a difference between the dividend estimated and/or declared in respect of a Component of such Index and the relevant dividend then paid (or, if not paid, zero), then the Calculation Agent may (but shall not be obliged to) determine: (a) any appropriate adjustment(s) to any calculation or determination under this Transaction, (b) any appropriate adjustment or payment to be made by either party to account for such adjustment and, (c) the date on which any such payment should be made.  The parties expressly acknowledge and agree that the provisions of this section (*Dividend Recovery*) shall apply and remain in full force and effect, notwithstanding that the Termination Date or (if earlier) the date of termination in respect of the Transaction may have occurred, but for no longer than a period of 6 months thereafter. |
|  |  |
| Index Disclaimer: | Index Disclaimer shall be "Applicable" to the Index or a Component which is an index, only in the event that either sub-paragraph (i) or (ii), or both, applies:  (i) the corporation or other entity that is responsible for calculating the relevant Index or Component is not or ceases to be Party A or any of its Affiliates, in which case each reference to "Index Sponsor" in Section 13.3 shall be deemed to refer to the corporation or other entity that is responsible for calculating the relevant Index or Component;  (ii) Party A or any of its Affiliates is not or ceases to be the owner of the intellectual property in the relevant Index or Component, in which case each reference to "Index Sponsor" in Section 13.3 shall be deemed to refer to the corporation or other entity that owns the intellectual property in the relevant Index or Component. |
| Representations: |  |
| Non-Reliance: | Applicable. |
|  |  |
| Agreements and Acknowledgements Regarding Hedging Activities: | Applicable. |
|  |  |
| Additional Acknowledgements: | Applicable. |
| [Incorporation of ISDA 2015 Section 871(m) Protocol Provisions: | The parties agree that solely as between Party A and Party B, the definitions and provisions contained in the ISDA 2015 Section 871(m) Protocol published by ISDA on November 2, 2015, including the attachment thereto (the “**2015 Section 871(m) Protocol**”) will be deemed to be incorporated herein, mutatis mutandis, as though such definitions and provisions were set out in full herein, with any such conforming changes as are necessary to deal with what would otherwise be inappropriate or incorrect cross references, and apply to the Master Agreement with respect to the Transaction. References in those definitions and provisions to any “Covered Master Agreement” will be deemed to be references to the Master Agreement as it applies to the Transaction. The parties further agree that the Implementation Date (as defined in the 2015 Section 871(m) Protocol) shall be the date of this Confirmation.] |
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| --- | --- |
| Eligible Contract Participant Representations: | 1. Party A represents to Party B on and as of the date hereof that (a) it is a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act, as amended (“**CEA**”) and Commodity Futures Trading Commission (“**CFTC**”) Regulation 1.3(ggg) and (b) it is an “eligible contract participant” within the meaning of Section 1a(18)(A)(i) of the CEA and CFTC Regulation 1.3(m); 2. Party B represents to Party A on and as of the date hereof that it is an “eligible contract participant” within the meaning of Section 1a(18)(A)[*insert relevant provision(s)*] of the CEA and CFTC Regulation 1.3(m); and |

3. Party B Representations:

Party B hereby makes each and all the undertakings, representations and warranties to Party A as set out in Annex 2 (*Additional Representations By Party B*), and Party B further agrees and confirms that all and each of such undertakings, representations and warranties to Party A shall be made as of the Trade Date of this Transaction, and as of the date of this Confirmation, and will be deemed to be repeated by Party B on each day during the term of the Transaction until it is terminated.

Party B further agrees and confirms that all and each such undertakings, representations and warranties to Party A are addressed to, and may be relied upon by, Party A and all Affiliates of Party A from time to time and that all and each such undertakings, representations and warranties shall inure to the benefit of Party A and its Affiliates and the respective successors and permitted assigns of any of them.

4. Account Details:

Payments to Party A: Standard Settlement Instructions.

Payments to Party B: Standard Settlement Instructions.

5. Contact Names:

**General:**

Party A:

Deutsche Bank AG, London branch

Winchester House

1 Great Winchester St, London

EC2N 2DB

Name (e-mail address):

QISTrading@list.db.com

[Party A email addresses]

Telephone: [·]

Party B:

Name (e-mail address): [Party B email addresses]

**OET Notice Contact Details:**

Party A: See the contact details set out above under "General"

Party B:

Name (e-mail address): [Party B email addresses]

(or in each case, to any other person(s) in place of, or in addition to, the above persons which may be notified in writing (by electronic mail to the current contact persons(s) at the current contact details under this section "OET Notice Contact Details") by one Party to the other Party).

6. Offices:

(i) The Office of Party A for the Transaction is London.

(ii) The Office of Party B for the Transaction is [·].

7. Other Provisions:

1. Time of Dealing: The time of dealing will be confirmed by Party A upon written request.
2. Client classification: Party A has classified the Counterparty as a professional client, which classification is accepted by Counterparty.
3. Rights of third parties: A person who is not a party to the Agreement or this Confirmation has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Agreement or this Confirmation.
4. Affiliates of Party A: Party A may transfer all of its right and obligations under this Confirmation to any other Office of Deutsche Bank AG specified in the Agreement or to any of its affiliates if such affiliate has a long-term credit rating equal to or higher than Party A as rated by either Moody’s or Standard & Poor’s. Any such assignment shall be fully effective upon notice to Party B, and Party A shall be released from its obligations hereunder.
5. Annexes 1[,] [and] 2 [and 3]: The provisions of, and terms and expressions defined in Annexes 1[,][and] 2 [and 3] to this Confirmation, shall apply to, and form part of the terms and conditions of, this Transaction.
6. Interpretation: References in this Confirmation to a "party" or "Party" shall be construed to refer to either Party A or Party B.
7. Reasonable efforts to upsize or downsize: Given regular market circumstances, and upon request, Party A expects to make commercially reasonable efforts to quote bid and ask prices in respect of upsizing or downsizing this Transaction, but Party B understands and agrees that Party A is under no obligation to do so.
8. [Credit Support Provisions: The Independent Amount in respect of this Transaction is [equal to [USD[•]] / [an amount in the Settlement Currency equal to [•]% of the Equity Notional Amount as calculated by Party A]. Party B will post such amount to Party A in accordance with the terms of the Credit Support Annex dated [•] between Party A and Party B, as amended or supplemented from time to time.]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and returning it to:

[*Attention: Non-Market OTC Equity Documentation Control*

*Telephone: +44 20 754 72007*

*Facsimile: +44 113 336 2009*

*E-mail: ged.docs@db.com*]

This message will be the only form of Confirmation dispatched by us. If you wish to exchange hard copy form of this Confirmation, please contact us.

Yours faithfully

**Deutsche Bank AG, acting through its London branch**

|  |  |
| --- | --- |
| By: | By: |
| Name: | Name: |
| Title: | Title: |

Accepted and confirmed as of the date first above written

**[Party B]**

|  |  |
| --- | --- |
| By: | By: |
| Name: | Name: |
| Title: | Title: |

**ANNEX 1**

**Consequences of Disrupted Days**

|  |  |
| --- | --- |
| The provisions set forth below apply to this Transaction and Sections 6.3, 6.4 and 6.6 of the Equity Definitions shall not apply. For the avoidance of doubt, in the event of any inconsistency between the terms in this Annex 1 and the Definitions, the terms in this Annex shall govern this Transaction. | |
| Consequences of Disrupted Days: | If a Disrupted Day occurs in respect of the Index that in the determination of the Calculation Agent prevents or otherwise affects the hedging or any determination with respect to the Index and/or any other relevant value that the Calculation Agent determines requires determination or calculation by the Index Sponsor in relation to such Disrupted Day (including, but not limited to, the determination of any price, value, rate or level of any Instrument) (such Disrupted Day, a "**Material Disrupted Day**"), then:  (i) the Calculation Agent may make such adjustments and/or determinations in relation to the Index (including, but not limited to, overriding any of the rules set out in the Index Description) for the purposes of this Transaction and/or this Transaction (in each case including any relevant value as it may determine), in its sole discretion, appropriate to facilitate the calculation of the Index Level on such Disrupted Day for the purpose of this Transaction, including, for the avoidance of doubt, adjusting any published Index Level or determining the Index Level for such Disrupted Day by reference to values that may be determined on a subsequent Business Day (for the avoidance of doubt, including a subsequent Scheduled Trading Day); and/or  (ii) the Calculation Agent may defer the determination of the Index Level in respect of such Disrupted Day until the earliest to occur of (a) the first following Business Day or, in the case of a determination of the Index Level in respect of the Final Valuation Date, Scheduled Trading Day, that is not a Disrupted Day (b) any following Business Day or, in the case of a determination of the Index Level in respect of the Final Valuation Date, Scheduled Trading Day, on which the Calculation Agent determines in its sole discretion that it has sufficient information to determine the Index Level, and (c) the eighth consecutive Business Day or, in the case of a determination of the Index Level in respect of the Final Valuation Date, Scheduled Trading Day, of deferral. Such date of deferred determination being the "**Adjusted Business Day**", provided that if the determination of the Index Level in respect of a Valuation Date is deferred to its Adjusted Business Day, such Valuation Date will be postponed to the Adjusted Business Day and if the Valuation Date is a Disrupted Day then the provisions of paragraphs (i) above and/or (iii) below may also apply; and/or   1. Party A may elect to terminate the Transaction upon at least two Scheduled Trading Days' notice to the other party specifying the date of such termination, in which event the Transaction will terminate and the Determining Party will determine the amount payable by one party to the other, for which purposes the occurrence of the Disrupted Day shall be deemed to constitute an Extraordinary Event. Any amount payable by one party to the other shall be paid by the relevant party not later than three Currency Business Days following the date that notice of the determination by the Determining Party of such amount (denominated in the currency for settlement of the Transaction as determined by the Determining Party) and the party to pay such amount is effective, which notice shall be provided promptly following such determination. |
| Exchange: | In respect of the Index, and any relevant Instrument, the exchange, quotation system or trading platform (including any inter-dealer trading platform) on which such Instrument is principally traded, as determined by the Calculation Agent.  Section 1.25 of the Equity Definitions shall not apply.] |
| Component: | Any Share, financial instrument or security, asset, commodity, rate, index, credit default swap or other credit-linked instrument, futures contract, swap, option, exchange traded contract or other component from time to time included in the Index. |
| Financial Instrument: | A financial instrument referencing a Component and utilised by Party A to hedge its obligations under this Transaction. |
| Share: | For the purposes of this Confirmation, "**Share**" means each share that is a constituent of, or any other component of, the Index. For the avoidance of doubt, such component includes any sub-component or sub-sub component thereof.] |
| Instrument: | Any Component or Financial Instrument. |
| Disrupted Day: | Any Business Day in respect of which: (i) the Index Sponsor fails to publish the level of the Index; and/or (ii) a Disruption Event has occurred. |
| Disruption Event: | In respect of any relevant day, means an event (including without limitation a Force Majeure Event, a national holiday or a day of national mourning) that would affect the ability of Party A or its Affiliates to hedge any risk or liability of entering into and/or performing its obligations with respect to, or terminating or unwinding, the Transaction were such event to occur or exist on such day, all as determined by the Calculation Agent in its sole and absolute discretion.  Without limitation, each of the following will be a Disruption Event if so determined by the Calculation Agent in its sole discretion:  (i) "**Price Source Disruption**": any price source or publication (including any exchange or trading facility) in respect of any Instrument or any other information relevant to the Index or any Instrument is temporarily or permanently discontinued, unavailable or not announced or published thereby preventing or restricting the information necessary for determining the Index.  (ii) "**Trading Suspension**": the material suspension of trading in any asset or financial instrument or security, notional or otherwise, which is an Instrument or sub-component of the Index.  (iii) "**Disappearance of any Instrument**": the failure of trading to commence, or the permanent discontinuation of trading in any Instrument.  (iv) "**De Minimis Trading**": the number of Instruments traded on any relevant date is materially reduced or liquidity in the market for any Instrument is otherwise reduced for any reason.  (v) "**Change of Law or Rules**": means Change in Law, as expressly modified above.  (vi) "**Settlement Disruption**": trading in, or settlement in respect of, any Instrument is subject to any material disruption temporarily or permanently.  (vii) "**Tax Disruption**": the imposition of, change in, removal of, or change in the interpretation of, any tax or duty (including, without limitation, any excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax) on, or in relation to, any Instrument, by any government or taxation authority on or after the Trade Date, if the effect of such imposition, change, removal or change in interpretation is to raise or lower the price, rate or level at which such Instrument trades on the relevant exchange or in the relevant market on any relevant date from the price, rate or level at which it would have traded without that imposition, change, removal or change in interpretation.  (viii) "**Hedging Disruption**": Party A determines that it and/or any of its Affiliates would be unable, after using commercially reasonable efforts, to: (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge its position in relation to the Transaction and/or any other financial products which are linked to or otherwise reference the Index; or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).   1. "**Exchange Disruption Event**": in respect of any Instrument, the relevant Exchange fails to open for trading during its regular trading session.] 2. "**Underlying Disruption Event**": a Disruption Event or Force Majeure Event (each as howsoever defined in the Index Description) occurs or exists in respect of the Index, or any disruption event or circumstance (howsoever described in the Index) which causes or results in any modification or change to the Index Description, or any delay in publication or non-publication of any level of the Index, or makes it difficult, impracticable or impossible for the Index Sponsor to calculate and publish the Index, or the Index Sponsor permanently ceases to calculate and publish the Index. 3. "**Exchange Price Disruption Event**": the latest available exchange published price at any relevant time for any index component is affected by a "limit move", which means that such exchange published price for such index component has increased or decreased from the previous day’s exchange published settlement price by the maximum amount permitted under applicable exchange rules. |
| Force Majeure Event | Any of an act of war, insurrection or civil strife; an action by the government or any governmental authority or instrumentality thereof (whether de jure or de facto), a legal constraint, act of terrorism, a riot or catastrophe.] |

The Calculation Agent, acting in good faith and a commercially reasonable manner, may apply different provisions of this Annex 1 to similar events occurring at different times. If an event giving rise to a Disrupted Day is also an Extraordinary Event, such event will be treated as only giving rise to a Disrupted Day and the provisions of this Annex 1 will apply and will prevail in the event of any conflict with the Equity Definitions.

**[ANNEX 2**

**ADDITIONAL REPRESENTATIONS BY PARTY B**

[Without prejudice and in addition to any other representations and warranties made by Party B to Party A in relation to this Transaction, Party B hereby represents and warrants to, and agrees with, Party A as follows:

1. it is classified as a professional client under the Markets in Financial Instruments Directive 2014/65/EU (MiFID) for the purposes of entering into the Transaction and has such knowledge and experience in financial and business matters and expertise in assessing all relevant risks in relation to the Transaction, that it is capable of evaluating the merits, risks and suitability of entering into the Transaction and that it is relying exclusively on its own sources of information and analysis with respect to entering into the Transaction;
2. that it is validly existing under the laws of the jurisdiction of its incorporation, that it has the necessary corporate power under its constitutive documents and has full capacity and authority to execute and perform the Transaction, to deliver any confirmation and to perform its obligations under the Transaction and has taken all necessary action to authorize such execution, delivery and performance, that it has obtained all relevant approvals and consents (if any) (including, but not limited to, any relevant board or management approvals) prior to its entering into the Transaction, and that the Transaction are legal, valid and binding obligations enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditor’s rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
3. that the Transaction to be entered into between it and Party A is lawful under the laws of the jurisdiction of its incorporation and the jurisdiction in which it operates (if different), and that its entering into the Transaction will not contravene any law, regulation or regulatory policy applicable to it;
4. that it is acting for its own account and has determined, based on its own independent and complete assessment of the Transaction and has consulted such independent professional that the Transaction (i) falls within its objects, and is fully consistent with its financial need, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and legal or regulatory restrictions or requirements applicable to it (including, but not limited to, any risk diversification, risk allocation or similar investment regulations, restrictions or guidelines), and (iii) is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in entering into the Transaction (including, but not limited to, the risk of any potential losses that it may suffer under the Transaction which may be unlimited);
5. that Party A has made inquiries into Party B's motivation for entering into the Transaction and that Party B has provided Party A with complete and accurate information;
6. that it has read and understood all the information and documentation provided to it by Party A in relation to the Transaction and the Index (which includes this Confirmation, the Index Description, and the rules for any constituents of the Index, all associated presentation materials, simulations and risk descriptions), and it has deemed this information and documentation to be fully adequate for it to make an independent and complete assessment of the Transaction generally and that the terms of the Transaction accurately reflect the investment objectives that it has communicated to Party A over the course of its discussions with Party A in relation to the Transaction and the Index;
7. that it has not relied on Party A or any of Party A's Affiliates in connection with its determination as to the legality or the suitability of it entering into the Transaction;
8. that it has been made aware and has properly understood and has independently assessed the risks in relation to the Transaction (including, but not limited to, an adequate consideration as to whether such assessment of the risks should be made by a risk committee, if applicable, and/or have carried out any independent stress-testing or modelling in respect of the Transaction); that it fully understands the potential negative outcomes under the Transaction (including, but not limited to, the risk of any potential losses that it may suffer under the Transaction), and that it is fully prepared to take these risks and will manage such risks on an ongoing basis and implement adequate provision to cover any potential losses in respect of the Transaction [and further it confirms that (i) it understands that the Index in turn may have investment exposures to financial instruments with a greater notional amount than the notional amount of the Transaction, (iii) it understands that its maximum potential loss under the Transaction is unlimited, and is not limited (or otherwise related) to the notional amount of the Transaction and (iv) it understands that the Index and/or its constituents may take short positions in financial instruments, the losses in respect of which may be unlimited ] and further it understands that fees and other charges incurred with respect to the Transaction and in relation to the Index may exacerbate such losses described in this paragraph";
9. that it understands and acknowledges that, in connection with the Transaction, neither Party A nor any of Party A's Affiliates have acted otherwise than in the capacity of an arm's-length contractual counterparty and neither Party A nor any of Party A's Affiliates have acted as Party B’s financial adviser;
10. that it understands and acknowledges that neither Party A nor any of Party A's Affiliates owes any fiduciary or other duty to Party B or any of Party B's Affiliates in connection with the Transaction;
11. that it does not intend to use the Transaction to obtain any regulatory or accounting treatment that would otherwise be impermissible under the laws or regulations that pertain to it including accounting standards applicable to it;
12. that it understands and acknowledges that where Party A and/or Party A's Affiliates compile, sponsor and disseminate the Index and/or its constituents, none of these entities has any obligation to take into account the interests of Party B or Party B's Affiliates when determining, composing or calculating the Index and/or its constituents and the relevant entity can at any time and in its sole discretion, modify or change the method of calculating the Index and/or its constituents or cease its calculation, publication or dissemination. Party A and/or Party A's Affiliates will however inform Party B about such actions in accordance with their obligations to do so as set out in this Confirmation or in the Index Description, or the rules for any constituents of the Index. Accordingly, actions and omissions of such entities may affect the value of the Index or its constituents and, consequently, the value of the Transaction and whether Party B or Party A will make payment under the Transaction[; and]
13. that it understands and acknowledges that conflicts of interests may exist or arise between Party A in its capacity as Index Sponsor in relation to the Index or its constituents and Deutsche Bank entities acting in other capacities, including as issuer, obligor, or dealer for one or more of the Instruments or as Calculation Agent or counterparty to the Transaction or by engaging in direct or indirect hedging activities which may impact the Index Level[; and]
14. that it understands that hedging activities by Party A and/or Party A's Affiliates in relation to financial products linked to the Index and/or any index component of the Index are likely to involve the receipt of index selection data by Party A and/or Party A's Affiliates from the index administrator or index calculation agent of the Index and/or any index component of the Index in advance of the relevant index reconstitution date, or the computation of index selection data by Party A and/or Party A's Affiliates in advance of the relevant index reconstitution date. Such hedging activities may commence in advance of the relevant index reconstitution date and/or time. These activities may affect the prices of the financial instruments underlying the Index, and may have a negative impact on the level of the Index. Party B hereby confirms that it understands that the performance of the Index prior to its respective live date does not account for the market impact (if any) caused by hedging activities, which may have an adverse effect on the performance of the Index;
15. that this Transaction is intended to be part of a profitable trading strategy that is independent of any tax savings to Party B and that it has valid business reasons for entering into this Transaction as opposed to direct ownership of the Shares (which may include but are not limited to improved financing rates, bankruptcy safe harbour protection, leverage or anonymity of Party B’s trading strategy);
16. that it will not seek to enter into, terminate or amend the Transaction, if such termination or amendment would directly or indirectly result in a violation or breach of any law or other obligation applicable to it or involve Party A in any such violation or breach
17. it is not the intention of Party B that the Strategy or any non-benchmark component thereof constitute a benchmark for the purposes of the Benchmark Regulation and neither Party A nor the Calculation Agent (in each case, as defined in this Swap Confirmation) should, in respect of the Strategy, be considered as an administrator for the purposes of the Benchmark Regulation; and Party B will not take any actions in respect of the Strategy or any non-benchmark component thereof that would result in such Strategy or any such non-benchmark component being deemed to be a benchmark for the purposes of the Benchmark Regulation
18. [that it is entering into this Transaction for the purposes of hedging its assets or liabilities and not for the purposes of speculation;]
19. [there is or was a genuine economic benefit for Party B entering into the Transaction and that entering into such Transaction and execution of the Confirmation is or was in the best commercial interests of Party B;]
20. [that it has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of execution of this Transaction as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of its financial situation;]
21. [that Party A is not executing the Transaction on Party B’s behalf and Party B accordingly acknowledges that Party A will not be subject to an obligation, where applicable, under the regulatory rules of any relevant jurisdiction to take all reasonable steps to obtain the best possible result for its client;]
22. [that (i) neither Party B nor any source of funds to be used by it to enter into the Transactions is a “plan” (as such term is defined in Section 4975 of the Internal Revenue Code (the “**Code**”)) subject to Section 4975 of the Code, an “employee benefit plan” (as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”)) subject to Part 4, Subtitle B, Title I of ERISA or an entity deemed to hold the assets of such a plan or employee benefit plan, under Section 3(42) of ERISA and the regulations thereunder or otherwise, (ii) Party B is not otherwise subject to Section 406 of ERISA or Section 4975 of the Code, (iii) Party B is not subject to any similar law, and (iv) Party B is not subject to any law, rule, restriction or guideline governing “governmental plans” (as such term is defined in Section 3(32) of ERISA).]
23. it understands that in addition to any Equity Amount which may be payable by either party on a Cash Settlement Payment Date, Party B will be separately required to pay Party A any amounts due on the Transaction as per the provisions in the ISDA 2010 Short Form HIRE Act Protocol (*or the ISDA 2015 Section 871m Protocol as applicable*) on such day(s), and furthermore, that these amounts will not be reduced or otherwise affected by any dividend re-investment methodologies or assumptions within any of the relevant index descriptions.

**[ANNEX 3**

**ADDITIONAL DISCLOSURES**

Party A may, in the ordinary course of Party A’s activities transact in the foreign exchange markets in order to manage Party A’s foreign exchange risk or exposure in relation to this Transaction.  Party A may make or lose money relative to its risk management activity and such gains or losses will be for its own account.

Party A is part of the Deutsche Bank Group (which comprises Party A and its Affiliates). Investment related activities carried on by Party A and the Deutsche Bank Group include corporate finance (including new issues, mergers and acquisitions); banking and structured finance; sales and trading of securities and debt (including derivatives); and related research; custodial services; property management; asset management; and development capital and related activities.

When Party A performs the obligations set out in this Confirmation, Party A (including as Calculation Agent), a member of the Deutsche Bank Group or some other person connected with Party A, may have an interest, relationship or arrangement that is material to or may conflict with such obligations.  Neither Party A nor any member of the Deutsche Bank Group nor such connected person shall be required to disclose such interest, relationship or arrangement to Party B or to account for or disclose any profit, charge, commission or other remuneration arising in respect of such interest, relationship or arrangement.

Party A and any member of the Deutsche Bank Group may continue to pursue their business interests and activities without specific prior disclosure to Party B.  Nothing in this Confirmation shall prevent Party A or any member of the Deutsche Bank Group from pursuing any existing or future interests either of its or their own or of its or their clients.

Further, Party A and/or its affiliates may also, in the ordinary course of day to day foreign exchange trading or market making or in order to hedge its exposure in respect of this Transaction, enter into, unwind, terminate and/or close out the whole or any part of any transaction with a third party (a “Third Party Transaction”) prior to, at or after the time at which (i) the valuation of the Transaction is fixed or the valuation of an external market fixing or benchmark to which the Transaction makes reference is fixed (a “Fixing”); (ii) the Transaction becomes due to settle; or (iii) the rights of Party B or Party A to require settlement of the Transaction become exercisable (all or any of these times, a “Relevant Time”). Party B acknowledges and accepts that Party A entering into, terminating, unwinding and/or closing out Third Party Transactions prior to, at or after a Relevant Time may affect currency exchange rates directly or indirectly, which, in turn, may have an adverse impact on the value of this Transaction to Party B and/or may trigger certain provisions of this Transaction.

Party B acknowledges that this Transaction is entered into at Party B’s request and that Party A is not responsible for advising Party B to transact on this basis or for selecting the relevant Fixing at which this Transaction is priced.