

ISDA®

International Swaps and Derivatives Association, Inc.

SCHEDULE
to the
ISDA 2002 Master Agreement
dated as of

13th September 2017

between

SOCIETE GENERALE S.A.

and

DEUTSCHE ASSET MANAGEMENT INTERNATIONAL GMBH

(or any entity affiliated with Deutsche Asset Management International GmbH as identified in Annex A and in respect of the relevant Party B in Annex B (and any permitted successor under this Agreement) the "Investment Manager") acting solely as agent for and on behalf of each of the entities listed in Annex B hereto (as amended from time to time) as principal to this Agreement (severally but not jointly) for which it is identified as Investment Manager (and each such entity listed in Annex B, a "Party B")

The terms of this document will apply to the Transactions entered into between Party A and Party B. It is produced in the form of a single physical document for convenience only. For the avoidance of doubt, each reference to a Master Agreement will be construed as a reference to each separate agreement between Party A and Party B and Party B will be deemed to have entered into a separate Master Agreement with Party A on the terms set out herein. No Event of Default or Termination Event under one Master Agreement, solely by reason of its constituting an Event of Default or a Termination Event under such Master Agreement, will constitute an Event of Default or Termination Event with respect to any other Master Agreement. Furthermore, the netting and set-off provisions incorporated herein will apply solely to Transactions entered into pursuant to a Master Agreement, and there shall be no netting or set-off between Transactions entered into pursuant to different Master Agreements notwithstanding the fact that such agreements are included in a single document.

Part 1
Termination Provisions

- (a) "Specified Entity" means:
- (i) in relation to Party A for the purpose of:
- Section 5(a)(v), Not applicable
- Section 5(a)(vi), Not applicable
- Section 5(a)(vii), Not applicable
- Section 5(b)(v), Not applicable
- (ii) in relation to Party B for the purpose of:
- Section 5(a)(v): Not applicable
- Section 5(a)(vi): Not applicable
- Section 5(a)(vii): Not applicable
- Section 5(b)(v): Not applicable
- (b) "Specified Transaction" has the meaning specified in Section 14 of this Agreement.
- (c) The "Cross Default" provisions of Section 5(a)(vi) will apply to both parties subject to amendment by adding at the end thereof the following words:

"provided, however, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default, or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, and (II) funds or the asset to be delivered were available to such party to enable it to make the relevant payment or delivery when due and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay, or (B) such party was precluded from paying or delivering, or was unable to pay or deliver, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or any other similar act, event or circumstance which would not constitute a breach of this Agreement."

If such provisions apply:

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

"Threshold Amount" means,

- (i) with regard to Party A, 3% of its shareholders' equity (as calculated in accordance with generally accepted accountancy principles applicable to Party A); and

(ii) with regard to Party B, means 3% of the Net Asset Value of Party B.

"**Net Asset Value**" means the net asset value of Party B which is calculated by determining the market value of the assets of Party B minus applicable liabilities of Party B.

- (d) For purposes of Section 5(a)(v) Default Under Specified Transaction and Section 5(a)(vi) "Cross Default", a default in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction that is a repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, or securities lending transaction shall not be deemed to be an Event of Default under Section 5(a)(v) or Section 5(a)(vi) unless, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to such Specified Transaction.
- (e) The "**Credit Event Upon Merger**" provision in Section 5(b)(v) will apply to both parties. For the purposes of Section 5(b)(v), "materially weaker" mean, with respect to any resulting, surviving or transferee entity of Party A, that the unsubordinated, unsecured, long-term debt of Party A is below BBB- by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. ("S&P") or any successor thereto and/or rated below Baa3 by Moody's Investor Services, Inc. ("Moody's") or any successor thereto or Party A ceases to be rated by either of S&P or Moody's.
- (f) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A and will not apply to Party B, unless otherwise specified in Annex B in respect of a Party B.
- (g) "**Termination Currency**" means the currency identified as such in Annex B in respect of Party B and, if none specified, United States Dollars, in each case, unless (1) the Non-defaulting Party or the Non-affected Party, as the case may be, selects an alternative freely available and convertible currency as the Termination Currency or (2) in circumstances where there are two Affected Parties, Party A and Party B agree on an alternative freely available and convertible currency as Termination Currency prior to the occurrence of an Early Termination Date. However, the Termination Currency selected by the Non-defaulting Party or, the party which is not the Affected Party or, where there are two Affected Parties, agreed by the parties (x) shall be one of the currencies in which payments in respect of the Terminated Transactions are required to be made, and (y) shall be freely transferable into all other currencies in which payments are to be made in respect of any Terminated Transaction.
- (h) "**Additional Termination Event**" will apply.

Each of the following shall constitute an Additional Termination Event with respect to the party specified below:

- (i) The occurrence of any of the following events shall, if any such occurrence is not remedied within 15 Local Business Days after notice of such occurrence is given to Party A, constitute an Additional Termination Event with respect to **Party A: The unsubordinated, unsecured, long-term debt of Party A is rated BBB+ or below by S&P or any successor thereto and/or rated Baa1 or below by Moody's or any successor thereto or Party A ceases to be rated by either of S&P or Moody's.**

For the purpose of the foregoing Additional Termination Event, the Affected Party will be Party A and all outstanding Transactions will be deemed to be Affected Transactions,

save for the purpose of calculating the Close-out Amount under section 6(e)(ii)(2) only, for which purpose Party A and Party B shall both be the Affected Parties and all Transactions shall be Affected Transactions.

- (ii) The occurrence of any of the following events shall, if any such occurrence is not remedied within 15 Local Business Days after notice of such occurrence is given to Party A, constitute an Additional Termination Event with respect to Party A: The unsubordinated, unsecured, long-term debt of Party A is rated BBB- or below by S&P or any successor thereto and/or rated Baa3 or below by Moody's or any successor thereto or Party A ceases to be rated by either of S&P or Moody's.

For the purposes of the foregoing Additional Termination Event, Party A shall be deemed to be the Affected Party and Party B shall not be an Affected Party and all Transactions shall be Affected Transactions.

- (iii) In respect of Party B, the authorisation of the Investment Manager to act as agent having the power and authority to legally bind Party B with respect to this Agreement or any Transaction hereunder is terminated and a successor investment manager, reasonably acceptable to Party A, has not been concurrently granted such power and authority to act as agent with respect to Party B in relation to this Agreement and the Transactions hereunder or has not concurrently executed and delivered such documentation as Party A may reasonably request, provided however that any successor replacement entity which is a subsidiary of Deutsche Bank AG shall be deemed to be acceptable to Party A for the purpose of the foregoing.

For the purposes of the foregoing Additional Termination Event, Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.

- (iv) In respect of Party B, (1) there occurs a material and continuing breach of the Investment Guidelines applicable to Party B and as amended from time to time as notified in writing by Party B to Party A as confirmed by Party A (such confirmation deemed to be given 3 Local Business Days after notification being given) and any such breach is not remedied within 15 Local Business Days after notice of such breach is given to Party B or (2) the Investment Guidelines are terminated without replacement investment guidelines or there has been a material amendment thereto (including by way of supersession or replacement by new investment guidelines) and such amendment has a material adverse effect on the overall risk profile of Party B and the Transactions hereunder or (3) Party B (or the Investment Manager acting on behalf of Party B) fails to notify Party A as soon as reasonably practicable of any amendment pursuant to Part 1(h)(iv)(2).

For the purposes of the foregoing Additional Termination Event, Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.

Part 2
Tax Representations

- (a) **Payer Tax Representations.** For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

- (i) The accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;
- (ii) The satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and
- (iii) The satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Tax Representations.**

For the purposes of Section 3(f) of this Agreement, Party A makes the following representations:

As specified in Part 6, as applicable depending on the entity type of Party B.

For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

As specified in Part 6, as applicable depending on the entity type of Party B.

Part 3
Agreement to Deliver Documents

Each party agrees to deliver the following documents as applicable:

- (a) For the purpose of Section 4(a)(i), tax forms, documents or certificates to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered |
|---|--|--|
| Party A | As specified in Part 6, as applicable depending on the entity type of Party B. | As specified in Part 6, as applicable depending on the entity type of Party B. |
| Party B | As specified in Part 6, as applicable depending on the entity type of Party B. | As specified in Part 6, as applicable depending on the entity type of Party B. |

- (b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are as follows:

| Party required to deliver documents | Form/Document/Certificate | Date by which to be Delivered | Covered by Section 3(d) Representation |
|---|--|--|---|
| Party A and the Investment Manager (as Party B's attorney in fact) Party B | Evidence reasonably satisfactory to the other party as the name, authority, incumbency (where applicable) and specimen signature of each person executing this Agreement or any Confirmation or other document entered into in connection therewith on its behalf. | Upon execution of this Agreement and, if requested, upon execution of any Confirmation or other document entered into in connection therewith, as the case may be. | Yes |
| Party A | A copy of the most recent annual report containing consolidated financial statements of Party A and such other public information respecting the condition or operations, financial or otherwise of such party shall be available to Party B. | As available on Party A's website, www.societegenerale.com | No |
| Party B | A copy of Party B's investment guidelines (the " Investment Guidelines ") and any material | Upon execution of this Agreement or upon any material change to such documents. | Yes |

| | | | |
|---------|---|--|-----|
| | amendments thereto. | | |
| Party B | The Side Letter from Party B's Investment Manager which may be provided by way of execution of an accession agreement in respect of Party B substantially in the form set out in Appendix 2 to the form of Accession Agreement set out in Annex E hereto. | Upon execution of this Agreement. | Yes |
| Party B | Evidence, reasonably satisfactory to Party A, of the appointment by Party B of the Process Agent specified in Part 4(b). | Upon execution of this Agreement. | Yes |
| Party B | A copy of the Power of Attorney pursuant to which Party B authorises the Investment Manager to act on its behalf in relation to this Agreement and any material amendment thereto. | Upon execution of this Agreement. | Yes |
| Party B | A report stating the Net Asset Value of Party B as of the last day of the most recently ended calendar month (the "NAV Statement"). | Within 20 calendar days after the end of each such calendar month and upon reasonable request. | Yes |

Part 4
Miscellaneous

- (a) **Address for Notices.** For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party B will be as follows unless otherwise specified in Annex B in respect of any Party B:

TO PARTY A:

- (i) With respect to notices pursuant to Section 5 and Section 6 of the Agreement:

Attention :

Telephone n°:

With a copy to:

Attention:

Address:

Telephone:

Attention:

Address:

Telephone:

- (ii) With respect to all other notices or communications:

Attention:

Address:

Telephone:

TO PARTY B:

Address:

Attention:
Fax No:

E-mail:

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent:

Address:

Party B appoints as its Process Agent unless otherwise specified in Annex B in respect of any Party B:

Address:

Attention:

Email:

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For purpose of Section 10(b) of this Agreement:

(i) Party A is a Multibranch Party and may enter into a Transaction through its Head Office and any of its branch Offices worldwide.

(ii) Party B is not a Multibranch Party.

- (e) **The Calculation Agent** is Party A, unless otherwise specified in a Confirmation.

In the case of an Event of Default or Potential Event of Default with respect to Party A which has occurred and is continuing, Party A shall cease to be the Calculation Agent and Party A and Party B shall by mutual agreement appoint an alternative Calculation Agent (the ("Substitute Calculation Agent") which is an unaffiliated leading dealer in instruments of the type covered by this Agreement (a "Leading Dealer"). If Party A and Party B are unable to agree within 3 Local Business Days on a Substitute Calculation Agent, Party A and Party B shall each select a Leading Dealer and such Leading Dealers shall agree within 3 Local Business Days on another Leading Dealer who shall be the Substitute Calculation Agent.

If Party B, acting in good faith, disputes Party A's calculations with respect to a Transaction on a commercially reasonable basis, it shall deliver its written objection to Party A within three Local Business Days of receipt of Party A's calculation, specifying in reasonable detail (i) its objection, together with supporting calculations, (ii) its proposed calculation and (iii) the amount, if any, which is not in dispute. The parties will then use their best endeavours to resolve such dispute. If the parties are unable to agree within 3 Local Business Days, (i) the relevant party shall pay the amount, if any, that is not in dispute and (ii) the parties shall mutually select a Leading Dealer,

whose fees and expenses, if any, shall be met equally by them both (the "Substitute Calculation Agent"). If Party A and Party B are unable to agree within 3 Local Business Days on a Substitute Calculation Agent, Party A and Party B shall each select a Leading Dealer and such Leading Dealers shall agree within 3 Local Business Days on another Leading Dealer who shall be the Substitute Calculation Agent. The Substitute Calculation Agent shall provide a substitute calculation or determination.

The Substitute Calculation Agent shall act commercially and reasonably but shall otherwise have no liability or responsibility to the parties for any error or omission in making any determination or calculation in connection with this Agreement. All calculations and determinations by the Substitute Calculation Agent shall be binding absent manifest error.

- (f) **Credit Support Document.** Details of any Credit Support Document:

In the case of Party A, not applicable.

In the case of Party B, not applicable.

- (g) **Credit Support Provider.**

Credit Support Provider means in relation to Party A, none.

Credit Support Provider means in relation to Party B, none.

- (h) **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement will be governed by and construed in accordance with English law.

- (i) **Multiple Transaction Payment Netting.** For the purpose of Section 2(c) of this Agreement, Multiple Transaction Payment Netting will not apply.

- (j) **Affiliate:** "Affiliate" will have the meaning specified in Section 14 of this Agreement.

- (k) **Absence of Litigation.** For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, none.

"Specified Entity" means in relation to Party B, none.

- (l) **No Agency.** The provisions of Section 3(g) will apply to this Agreement with respect to both parties.

- (m) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

- (A) **Non-Reliance.** It is acting for its own account (unless otherwise specified with regard to Party B in Annex B) and it has made its own independent decisions to enter into that

Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

- (B) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- (C) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
- (D) *ERISA Representations by Party B.* Unless otherwise specified with regard to Party B in Annex B, Party B represents to Party A (which representations shall be deemed to be repeated at all times until the termination of the Agreement) that, with respect to each source of funds to be used by it to enter into Transactions (the "Source"), the Source is not the assets of: (i) any "plan" (as such term is defined in Section 4975 of the US Internal Revenue Code of 1986 as amended (the "Code")) subject to Section 4975 of the Code; (ii) any "employee benefit plan" (as such term is defined in Section 3(3) of the US Employee Retirement Income Security Act of 1974 as amended ("ERISA")) subject to Title I of ERISA; or (iii) otherwise any "plan assets" within the meaning of U.S. Department of Labor Regulation Section 2510.3-101.29 CFR Section 2510-3-101.
- (E) *Certified Accounts of Party A:* Party A certifies that its respective annual accounts for any given year during the term of this Agreement have been prepared in accordance with applicable accounting standards and are a fair reflection of the assets, liabilities, financial position and profit and loss of Party A.

(n) **Consent to Recording.**

In connection with this Agreement or any potential Transaction, each party (i) consents to the recording of telephone conversations between the Personnel of Party A and the Personnel of Party B, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its Personnel and (iii) agrees, to the extent permitted by applicable law, that such recordings may be submitted in evidence in any Proceedings.

For the purpose of the foregoing paragraph, "Personnel" means the party's trading, marketing and other relevant personnel, personnel employed by any Affiliate acting on the party's behalf and any third party acting on the party's behalf.

Part 5
Other Provisions

(a) **Tax Provisions.**

ISDA 2010 Short Form HIRE Act Protocol. Solely with respect to those Transactions where any payments are determined by reference to dividends paid with respect to shares issued by U.S. corporations, the parties agree that solely as between Party A and Party B, the definitions and provisions contained in the ISDA 2010 Short Form HIRE Act Protocol published by the International Swaps and Derivatives Association, Inc. on November 30, 2010, including the Attachment thereto ("Short Form 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. The parties further agree that the Implementation Date (as such term is defined in the Short Form Protocol) shall be the date of execution of this Agreement.

Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "FATCA Withholding Tax"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

(b) **Amendments.**

Section 9(b) is modified by the deletion of the words "or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system".

(c) **Counterparts and Confirmations.**

Section 9(e)(i) is modified by the deletion of the words "and by electronic messaging system".

(d) **Change of Account.**

Each Party may change its account provided that if such new account is not in the same Tax jurisdiction as the original account, the party not changing its account shall not be obliged to pay any greater amounts and shall not receive less as a result of such change than would have been the case if such change had not taken place.

(e) **Severability.**

If any term, provision or condition of this Agreement or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason the remaining terms, provisions and conditions hereof shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material

change, the original intentions of the parties as to the subject matter of this Agreement and the deletion of such portion of this Agreement will not substantially impair the respective benefits or expectations of the parties of this Agreement. It shall in particular be understood that this Severability clause shall not affect the "single agreement" concept of provision 1(c) of the Master Agreement.

(f) **Third Party Rights.**

A person who is not a party to this Agreement has no right under the Contracts (Third Party Rights) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

(g) **Disclosure.**

Each party to this Agreement consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other parties and the Investment Manager's head or home office, branches and Affiliates and, to the extent required by law or regulation, any governmental, statutory or regulatory authority as well as, on a confidential basis, to any additional (potential) Party B as notified by the Investment Manager to Party A provided that such disclosure to such additional Party B is explicitly agreed by Party A in writing.

(h) **2002 Master Agreement Protocol.**

The parties agree that the definitions and provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the "Protocol") are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol.

In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(i) **Investment Manager as Agent.** In addition to the agreements made pursuant to this Agreement, each of Party and Party B agrees:

(A) that the Investment Manager (and for the purposes of this Agreement such term shall include any of its Sub-Delegates acting as its agent on its behalf) (x) is acting as agent for purposes of this Agreement and any Transaction hereunder and (y) is not a principal to this Agreement or any Transaction hereunder and is negotiating, entering into and executing this Agreement and any Confirmation solely in its capacity as agent and Party B will be the only party being bound by this Agreement and any Transaction hereunder and the Investment Manager shall not be liable, as principal or otherwise, to Party B for the obligations of Party B under this Agreement or any Transaction;

(B) in connection with Party B's entering into this Agreement and any Transactions hereunder, Party B agrees that Party A will be entitled to rely conclusively upon any request, instruction, information, certificate opinion, or other document furnished to Party A by any employee or agent of Party B or the Investment Manager which Party A reasonably believes to be genuine in connection with this Agreement and any Transaction hereunder as though such request, instruction, certificate, opinion, or other document

(including those relating to the Party B or any of the entities listed in Annex B) was given by Party B;

- (C) any payments or deliveries due from Party B to Party A under this Agreement shall be deemed satisfied when paid or delivered (as the case may be) in full by Party B at the instruction of the Investment Manager;
- (D) Party A is not acting as a fiduciary for or an adviser to the Investment Manager and has no responsibility governing the conduct thereof, or of any other investment advisor or fiduciary to Party B; and
- (E) the Investment Manager has not made any investigation into the truth, completeness, accuracy or otherwise of any of the representations, warranties or covenants made by Party B, nor is the Investment Manager required to monitor Party B's compliance with this Agreement or to notify Party A of any Event of Default, Termination Event or Potential Event of Default which has occurred or may occur in relation to the Party B. Party A expressly confirms and acknowledges that it has conducted its own independent tax, legal, regulatory and credit investigation into the capacity of Party B and all Transactions contemplated by this Agreement, and covenants that it shall not hold the Investment Manager liable for any loss incurred by Party A as a result of Party B lacking such capacity.

For these purposes Party B represents and warrants to, Party A (which will be deemed to be repeated by Party B on and as of the date hereof and on the date of the entering into a Transaction and, with respect to items (A), (B), (C) and (D) below at all times until the earlier of the termination of this Agreement and the appointment of a new investment manager that is not the Investment Manager) that:

- (A) it has duly authorised the Investment Manager, to act as its agent and to negotiate, enter into, execute and deliver this Agreement as its agent on its behalf and to perform any acts and make any declarations necessary or appropriate in connection therewith including, without limitation, the execution and delivering of Confirmations, in each case acting as agent in the name of and on behalf of Party B;
- (B) the Investment Manager will negotiate, enter into, execute and deliver this Agreement and Transactions with Party A only as agent on behalf of Party B and Party B will be the only party being bound by this Agreement and these Transactions as if they were entered into directly between Party A and Party B;
- (C) the Investment Manager has the power and authority to bind Party B and to commit its assets to Transactions;
- (D) the appointment by Party B of the Investment Manager as agent on behalf of Party B with authority and capacity to take all actions necessary to enter into and perform the Transactions hereunder on behalf of Party B does not, and will not, conflict with any agreement, law or regulation or any order, judgment or requirement of any court or other agency of any government applicable to it to which Party B is subject; and
- (E) the Transactions entered into by Party B hereunder comply in all respects with the Investment Guidelines.

"Sub-Delegatee" means any of (i) Deutsche Asset Management (Hong Kong), incorporated under the laws of Hong Kong, registered with the Hong Kong Securities and Futures Commission as an Asset Management company and is located at 52/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong; (ii) Deutsche Asset Management (UK) Limited, incorporated under the laws of the UK, registered with the UK Financial Conduct Authority as an Investment Manager company and is located at Winchester House, 1 Great Winchester Street, London, EC2N 2DB and (iii) Deutsche Investment Management Americas Inc., incorporated under the laws of Delaware, is registered with the U.S. Securities and Exchange Commission as an Investment Adviser and is located at 345 Park Avenue, New York, New York 10154.

(j) **Additional Agreement.**

There shall be added new-sub-sections (f) to Section 4 of the Agreement as follows:

"(f) Additional Notices. Party B agrees to notify Party A in writing at the address specified at Part 4(a)(i) of this Schedule as soon as reasonably practicable upon the Investment Manager ceasing to act as the investment manager of Party B."

(k) **Jurisdiction**

Section 13(b) - Jurisdiction is hereby deleted in its entirety and replaced with the following:

"(b) Jurisdiction. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement, each party irrevocably submits to the exclusive jurisdiction of the English courts."

(l) **Transfer without consent**

By derogation of Section 7, if the unsubordinated, unsecured, long-term debt of Party A becomes rated BBB+ or below by S&P or any successor thereto, and/or rated Ba1 or below by Moody's or any successor thereto, or Party A ceases to be rated by either of S&P or Moody's, the parties agree that upon request of Party B, Party A will use commercially reasonable efforts to transfer its rights and obligations under this Agreement and any Transaction outstanding thereunder, to a third party selected by Party A and acceptable to Party B.

(m) **ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.**

The parties agree that the provisions and definitions set out in the Attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by the International Swaps and Derivatives Association, Inc. on 19 July 2013 (the "**Portfolio Reconciliation Protocol**") are hereby deemed to apply to this Agreement as if the parties had adhered to the Portfolio Reconciliation Protocol without amendment and as if the references in the Portfolio Reconciliation Protocol to "Covered Master Agreement" were references to this Agreement.

For the purposes of the Portfolio Reconciliation Protocol, the parties agree that:

- (i) both parties are Data Sending Entities;
- (ii) "**PR Due Date**" shall be

- (1) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur each business day, one Joint Business Day;
 - (2) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per week: every Wednesday and, if such day is not a Joint Business Day, on the immediately following Joint Business Day;
 - (3) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per quarter: 15 February, 15 May, 15 August and 15 November of each calendar year and, if such day is not a Joint Business Day, on the next following Joint Business Day and in each case provided that the PR Due Date will be the PR Fallback Date, if the date agreed above occurs after the PR Fallback Date; and
 - (4) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per year: 15 February of each calendar year and, if such day is not a Joint Business Day, on the next following Joint Business Day.
- (iii) For purposes of a "Joint Business Day" a "Local Business Day" shall be construed as specified in Annex B.
 - (iv) Party B appoints the Investment Manager as its agent to perform all or part of the actions under Parts I(1) and I(2) of the Portfolio Reconciliation Protocol;
 - (v) The Confidentiality Waiver in Part II of the Portfolio Reconciliation Protocol shall be replaced with the following: "The parties hereby consent to the transfer of information to the extent required in order to comply with the reporting obligation in accordance with Article 9 EMIR. Such transfer of information will entail the disclosure of the Transaction data, including the Portfolio Data, the value determined for the Transaction, the collateral posted for the Transaction and the identity of the parties. The disclosure is made to a trade repository, or where such is not available, to the European Securities and Markets Authority (ESMA), or where the parties have delegated the reporting to a third party, such third party. The trade repository or ESMA may make the information available to national supervisory authorities; this may include supervisory authorities in third countries, the laws of which may not necessarily provide protection of personal data comparable to the level of protection provided in the European Union. To the extent applicable and for the purposes described above, the parties release each other (and third party delegates) from any banking secrecy requirements."

(n) Foreign Exchange Transactions and Currency Option Transactions

The parties agree that any transaction which is an FX Transaction or a Currency Option Transaction (as defined in the 1998 FX and Currency Option Definitions, including Annex A, published by the International Swaps and Derivatives Association, Inc., the Emerging Markets Traders Association and the Foreign Exchange Committee (the "FX Definitions")) entered into between them through an Office specified in Part 4(d) of the Schedule to this Agreement and which (a) is outstanding between the parties at the date this Agreement comes into effect or (b) is or will be entered into by the parties at or after the date this Agreement comes into effect, will (i) be deemed to incorporate the FX Definitions into the Confirmation thereof and (ii) be a Transaction for the purposes of this Agreement whether or not a Confirmation of such a Transaction refers to this Agreement.

For the avoidance of doubt, FX Transaction(s) includes foreign exchange swap(s) but not cross currency interest rate swap(s).

Part 6 (A)

Provisions applicable to a Belgian organisation for financing pensions fund as Party B

In relation to each Belgian organization for financing pensions fund listed in Annex A to the Agreement and identified as "Belgian Pension Fund" the following provisions and corresponding modifications to the schedule shall apply:

(a) Interpretation

For the purposes of this Part 6 (A) and any provisions amended herein:

"**FSMA**" means the Belgian Financial Services and Markets Authority (*Autorité des Services et Marchés Financiers / Autoriteit voor Financiële Diensten en Markten*);

"**Supervision Law**" means the Belgian law of 27 October 2006 on the supervision of institutions for occupational retirement provision; and

"**OFP**" means an *organisme de financement de pensions* or *organisme voor de financiering van pensioenen*.

(b) Net Asset Value. For the purposes of Part 1(c) of the Schedule, the definition of "Net Asset Value" shall be deleted and replaced with the following:

"**Net Asset Value**" shall mean the gross assets of Party B less the aggregate amount of those liabilities of Party B (including all liabilities under all outstanding swap agreements and other off-balance sheet transactions, and all accrued and unpaid liabilities but excluding any pension liabilities)."

(c) Additional Termination Events.

In relation to Part 1(h) (*Additional Termination Events*), the following shall each constitute an Additional Termination Event with respect to Party B:

- (i) Party B's licence is withdrawn by the FSMA (*Autorité des Services et Marchés Financiers / Autoriteit voor Financiële Diensten en Markten*) pursuant to article 130 of the Supervision Law; and
- (ii) the FSMA (x) requires Party B to submit a recovery plan pursuant to article 116 of the Supervision Law (including on the ground that Party B has failed to fulfil the requirements regarding the covering of technical provisions by representative values), (y) limits or prohibits the free disposal of the assets of Party B pursuant to article 119 of the Supervision Law or (z) takes against Party B a measure set out in article 123, second indent, of the Supervision Law, in each case if and to the extent that it adversely affects Party B's ability to perform its obligations hereunder.

For the purposes of the foregoing Additional Termination Events, Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.

(d) Payee Tax Representations.

In relation to Part 2(b) (Payee Tax Representations), the following Payee Tax Representations will apply:

For purposes of Section 3(f) of this Agreement, Party A makes the following representations:

None

For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

None

(e) Tax Documents to be Delivered

In relation to Part 3(a) (*Agreement to Deliver Documents*), for the purpose of Section 4(a)(i), the further other documents to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered |
|---|---|---|
| Party A | Party A will deliver forms and/or documents upon reasonable request by the other party. | Within a reasonable time of request by the other party. |
| Party B | Party B will deliver forms and/or documents upon reasonable request by the other party. | Within a reasonable time of request by the other party. |

(f) Documents to be delivered

For the purposes of Section 4(a)(ii), the further other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are as follows:

| Party required to deliver documents | Form/Document/Certificate | Date by which to be Delivered | Covered by Section 3(d) Representation |
|--|--|--------------------------------------|---|
| Party B | An extract from the Crossroads Bank for Enterprises (<i>Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen</i>). | Upon execution of this Agreement. | Yes |
| Party B | A copy of the articles of association. | Upon execution of this Agreement. | Yes |

(g) Additional Representations. Party B additionally represents to Party A (as representations further to those set out in Section 3 of this Agreement which additional representations will be deemed to be repeated by Party B on each date on which a Transaction is entered into) that:

- (i) it is an OFP which is duly formed under Belgian law; and
 - (ii) it will not enter into any Transaction unless in compliance with the Investment Guidelines.
- (h) **Distinct asset pool.** For ease of administration, a single document (ISDA Master Agreement, Schedule and CSA) is being executed so as to enable the Investment Manager to enter into Transactions on behalf of each respective asset pool listed as Party B in Annex B to the Agreement. The parties agree that this Agreement shall be treated as if it were a separate agreement with respect to each asset pool listed as Party B in said Annex B under the heading "Name of Party B", as if Party B had executed a separate agreement in respect of each asset pool. With respect to any one such asset pool, only Confirmations of Transactions between Party A and Party B acting in respect of a particular asset pool shall be part of the Agreement in respect of such asset pool, references in the Agreement to the Schedule shall be deemed to refer to the Schedule as prepared for such asset pool, and the term "this Agreement" shall be construed accordingly.
- (i) **Limited recourse.** Party A acknowledges and agrees that the assets and liabilities of each asset pool listed as Party B in Annex B to the Agreement are and must remain segregated from the assets and liabilities of any other asset pool also listed as Party B in said Annex B. Notwithstanding anything to the contrary contained in this Agreement or any schedule, addendum confirmation or other document issued or delivered in connection with any transaction entered into under this Agreement, any amount owed or liabilities incurred by Party B in respect of any Transaction entered into under this Agreement on behalf of any asset pool listed as Party B in said Annex B may be satisfied solely from the assets of such asset pool, and not from the assets of any other asset pool also listed as Party B in said Annex B.