

**Indicative confirmation and subject to change. This document is for informational purposes only and does not constitute an offer, invitation or recommendation to enter into any transaction.**

Date: [ ]

To: [ ]

Attention: [ ]

Facsimile no.: [ ]

**Our Reference:** Global No. [ ]

**Re:** Interest Rate Floor Transaction

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between Deutsche Bank AG ("DBAG") and [ ] ("Counterparty") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of *[Master Agreement Date]*, (as the same may be amended or supplemented from time to time, the "Agreement"), between DBAG and Counterparty. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

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

Notional Amount: [ ]

Effective Date: [ ]

Termination Date: [ ], subject to adjustment in accordance with the Following/Modified Following/Preceding Business Day Convention

**Fixed Amounts:**

Fixed Amount Payer: [DBAG/Counterparty]

Fixed Amount Payer Payment Date: The [ ] day of [ ] if each year, commencing [ ], through and including the Termination Date

Fixed Amount: [ ]

Fixed Amount Payer Business Days: [ ]

Fixed Amount Payer Business Day Convention: [Modified Following/Following/Preceding]

**Floating Amounts:**

Floating Rate Payer: [DBAG/Counterparty]

Floor Rate: [ ]%

Floating Rate Payer Period End Dates:	The [ ] day of [ ] of each year, commencing [ ], through and including the Termination Date
Floating Rate Payer Payment Dates:	The [ ] day of [ ] of each year, commencing [ ], through and including the Termination Date
Floating Rate Option:	[ ]
Designated Maturity:	[ ] month[s]
Spread:	[Plus/Minus __%] [None]
Floating Rate Day Count Fraction:	[ ]
Reset Dates:	The first Floating Rate Payer Business Day of each Calculation Period or Compounding Period, if Compounding is applicable
Compounding:	Inapplicable
Floating Rate Payer Business Days:	[ ]
Floating Rate Payer Business Day Convention:	[Following/Modified Following/Preceding]

### 3. Account Details:

Account Details for DBAG:	Standard Settlement Instructions
Account Details for Counterparty:	Standard Settlement Instructions

### 4. Offices:

The Office of DBAG for this Transaction is [insert office].

The Office of Counterparty for this Transaction is [insert office].

### 5. Calculation Agent:

The party specified as such in the Agreement, or if not specified therein, DBAG.

### 6. Representations:

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

(i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgement 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 this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(ii) **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 this Transaction. It is also capable of assuming, and assumed, the risks of this Transaction.

(iii) **Status of Parties.** The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction.

### 7. Consent to Disclosure:

The parties mutually agree that the consent to disclosure of information set out in the Attachment to the ISDA 2013 Reporting Protocol published by International Swaps and Derivatives Association (ISDA), Inc. on May 10, 2013 shall be incorporated by reference to this Confirmation.

8. Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer sign this Confirmation and return it via facsimile or e-mail to:

Attention: [       ]

Telephone: [       ]

Facsimile: [       ]

E-mail: [       ]

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

Yours sincerely,

Deutsche Bank AG

**[SIGNATURE BLOCKS]**

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**[SIGNATURE BLOCKS]**

Confirmed as of the date first written above:

[       ]

**[SIGNATURE BLOCKS]**