

written communication (which confirmation may be provided post-trade) by a means specified in Section 9.3.

- 9.5 Notwithstanding the requirements of Section 9.4(b), Client agrees that DB need not disclose the pre-trade mid-market mark in respect of any Exempted Pre-Trade Mark Transactions.

10. OTHER REGULATORY NOTIFICATIONS.

- 10.1 DB hereby notifies Client that DB may disclose transaction and pricing data for a swap to its other customers prior to the public dissemination of such data, provided that such disclosure is made no earlier than the disclosure of such data to a registered swap data repository that accepts swap transaction and pricing data for public dissemination.

- 10.2 DB hereby notifies Client that:

- (a) Client has the right to require segregation of the funds or other property provided to DB to margin, guaranty or secure Client's obligations in respect of uncleared swaps (other than variation margin payments); and
- (b) any funds or other property referred to in (a) will be held at a custodian unaffiliated with DB or with Client in an account segregated, and designated as such, for and on behalf of Client, pursuant to a written agreement between Client, DB and such custodian.

- 10.3 DB hereby notifies Client that DB (A) is not an Insured Depository Institution and (B) is not a financial company (as defined in the Dodd-Frank Act).

- 10.4 DB hereby notifies Client of the following:

In the event DB is, or becomes at any time, a covered financial company (as defined in section 201(a)(8) of the Dodd-Frank Act, or an insured depository institution for which the Federal Deposit Insurance Corporation ("FDIC") has been appointed as a receiver, certain limitations under Title II of the Dodd-Frank Act or the Federal Deposit Insurance Act may apply to the right of the Client to terminate, liquidate, or net any swap by reason of the appointment of the FDIC as receiver, notwithstanding the agreement of the parties in the swap trading relationship documentation, and that the FDIC may have certain rights to transfer swaps of the covered party under section 210(c)(9)(A) of the Dodd-Frank Act, 12 U.S.C. 5390(c)(9)(A), or 12 U.S.C. 1821(c)(9)(A).

- 10.5 Each party agrees to give notice to the other party if it becomes, or ceases to be, a financial company (as defined in the Dodd-Frank Act) or an Insured Depository Institution.

11. CONFIDENTIALITY.

- 11.1 Client hereby authorizes DB to disclose confidential information (including, without limitation, material confidential information) that is provided to DB by Client or on Client's behalf and is identified to DB as such ("Confidential Information") where doing so is necessary:

- (a) for the effective execution of any swap for or with Client;
- (b) to hedge or mitigate any exposure created by such swap; or
- (c) to comply with a request of the CFTC, the US Department of Justice, any self-regulatory organization designated by the CFTC, an applicable prudential regulator, or as otherwise required by law.

- 11.2 Client further authorizes DB to disclose Confidential Information in the following circumstances: