

- (a) in connection with the investigation or defense of any actual or threatened proceeding, inquiry or investigation by any such organization or authority, or
 - (b) in connection with any actual or threatened proceeding or arbitration to which at least both Client and DB are parties or are joined.
- 11.3 Client consents to the disclosure of Confidential Information and other information to third parties to the extent required by the CEA, the CFTC Regulations or other applicable law, regulation or legal process, including but not limited to disclosures of real-time and swap data reporting information to a swap data repository and large trader reporting information to the CFTC. Client acknowledges that such disclosures could result in information becoming available to the public.
- 11.4 Client agrees that any information provided to DB from time to time that is generally available publicly at the time such information is provided, or that later becomes generally available publicly (other than as a result of a breach of any express agreement between you and us or applicable law by us), is not considered Confidential Information even if marked confidential.
- 11.5 Client consents to and agree that, with respect to any information provided by Client to DB from time to time (including, without limitation, Confidential Information), DB is authorized to disclose such information to its affiliates and its and their respective agents, advisors, and third-party service providers in connection with:
- (a) the provision by DB or its affiliates of any products or services to Client;
 - (b) the performance of obligations or exercise of rights under such products or services by Client or by DB or its affiliates;
 - (c) complying with DB's or its affiliates' internal legal, compliance, accounting or risk management policies; or
 - (d) hedging or mitigating any exposure created by a swap (including anticipatory hedging).
- 12. REGULATORY REPORTING.**
- 12.1 Client agrees that DB shall be the Reporting Counterparty in respect of all swaps entered into pursuant to this Addendum.
- 12.2 Client agrees that, in respect of any International Swap entered into pursuant to this Addendum, if Client is for any reason determined to be the reporting counterparty for such International Swap under applicable local law or regulation in a non-US jurisdiction, Client will notify DB as soon as practicable of:
- (a) the identity of each non-US trade repository not registered with the CFTC to which Client has reported such International Swap, and
 - (b) the swap identifier used by such non-US trade repository to identify the International Swap.
- 12.3 Client agrees that, upon the occurrence of any Life Cycle Event relating to a corporate event with respect to Client or any of Client's affiliates in respect of a swap entered into with DB covered by this Addendum, Client will, as soon as practicable, but in no event later than the close of business on the first New York business day following the day on which such Life Cycle Event occurs, notify DB of the occurrence of such Life Cycle Event and provide in such notice sufficient detail regarding such Life Cycle Event to allow DB to comply with any regulatory reporting requirements imposed on it.