

12.4 Client agrees that, if Client becomes aware of an error or omission in any of the swap transaction or reporting data in respect of a swap entered into with DB, Client shall promptly notify DB of the error and any applicable correction(s).

**13. END-USER EXCEPTION FOR ELIGIBLE NON-FINANCIAL ENTITIES.**

13.1 On each date on which Client elects to use the End-User Exception with respect to a particular swap entered into pursuant to this Addendum, Client represents to DB that:

- (a) Client is either not a Financial Entity or is excluded from the definition of Financial Entity;
- (b) such swap is being used for purposes of Hedging or Mitigating Commercial Risk; and
- (c) Either:
  - (A) Client has submitted an End-User Filing to the CFTC no more than 365 days prior to entering into such swap, the information provided in such End-User Filing has been amended as necessary to reflect any material changes thereto, and such End-User Filing covers the particular swap for which such exemption is being claimed; or
  - (B) Client has duly completed the End-User Exception Self-Certification set out in Part 6 of this Protocol and submitted it to DB and the information contained in such End-User Exception Self-Certification is true, accurate and complete in all material respects.

13.2 Client agrees that, in order to elect to use the End-User Exception in Section 13.1 in respect of a swap, Client must submit a written notice to DB prior to execution of such swap (which notice may be provided as a standing notice that states it is applicable to all swaps thereafter until Client notifies DB to the contrary generally or with respect to a particular swap). Client further agrees that the act of entering into a swap without having submitted such a written notice to DB shall constitute a waiver of Client's right to elect the End-User Exception in respect of such swap.

**14. NOTICES.**

Client shall deliver all notices to DB required under this Addendum via overnight mail and an email copy to the following address:

Deutsche Bank AG  
Address: Taunusanlage 12  
60262 Frankfurt am Main, Germany  
Email: [dlf\\_protocol@db.com](mailto:dlf_protocol@db.com)

DB shall deliver all notices to Client required under this Addendum to the addresses provided immediately after Client's signature to this Addendum.

**15. ADDITIONAL INFORMATION; UPDATES.**

15.1 Client represents to DB (which representation is deemed repeated as of the time of each Swap Transaction Event) that all information furnished herein or pursuant hereto by Client or on Client's behalf to us is true, accurate and complete in every material respect and no information provided herein is incorrect or misleading in any material respect.