10. CONFIDENTIALITY.

10.1 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.

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

    (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.

10.3 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.

10.4 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.

10.5 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).

11. REGULATORY REPORTING.

11.1 Client agrees that DB shall be the Reporting Counterparty in respect of all swaps entered into pursuant to this Addendum.

11.2 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: