

**13. NOTICES.**

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

Deutsche Bank AG  
Address: Taunusanlage 12  
60262 Frankfurt am Main, Germany

**14. ADDITIONAL INFORMATION; UPDATES.**

- 14.1 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.
- 14.2 Client agrees to promptly notify DB in writing of any material changes to the information or representations made herein, which shall become effective one business day following delivery of such notice. Upon the effectiveness of any notice provided in accordance with this paragraph, the relevant information or representation will be deemed amended in accordance with such notice.
- 14.3 In connection with any swap outstanding between Client and DB, Client agrees to promptly provide DB any information reasonably requested by DB necessary for compliance with the Dodd-Frank Act or any other applicable law or regulation.

**15. RECORDING OF CONVERSATIONS.**

Client consents to the recording by DB and its affiliates of telephone conversations and other electronic voice and/or video communications with Client's trading, marketing, operations and other relevant personnel, with or without the use of an audible tone or beep, whether or not in connection with any swap, and Client further agrees to obtain the individual consent of any of Client's personnel should such consent be required by the CEA, CFTC Regulations or other applicable law or regulation.

**16. MISCELLANEOUS.**

- 16.1 DB and Client agree that this Addendum modifies the Agreement solely with respect to "swaps," as such term is defined in Section 1a(47) of the CEA and CFTC Regulation 1.3(xxx).
- 16.2 This Addendum constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof.
- 16.3 No amendment or waiver in respect of this Addendum will be effective unless in writing and executed by each of the parties.
- 16.4 Any failure or delay in exercising any right, power or privilege in respect of this Addendum will not be presumed to operate as a waiver thereof.
- 16.5 This Addendum shall be governed by the law (and not the law of conflicts) of the State of New York.
- 16.6 This Addendum may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original.

*(Remainder of page left blank.)*