

- 15.2 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.
- 15.3 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.
- 15.4 If the European Commission adopts an implementing act in respect of the United States of America pursuant to Article 13 of EMIR and makes the declarations stated in Article 13 of EMIR, at least in respect of the Portfolio Reconciliation Risk Mitigation Techniques and Dispute Resolution Risk Mitigation Techniques, either party may, by giving at least one month's written notice to the other party, cause the following provisions of the Swaps Protocol to be removed and reserved:
- (a) in Section 6.3 of the Addendum, the phrase "(which term, for these purposes, shall be construed to refer to each "OTC derivative" and "OTC derivative contract," each as defined in Article 2(7) of EMIR, between the parties that is subject to the Portfolio Reconciliation Risk Mitigation Techniques)";
  - (b) Section 8 of the Addendum; and
  - (c) in Part 8 of the Swaps Protocol:
    - (i) in the definition of "Material Terms," the phrase "including, for the avoidance of doubt, all information as is required for reconciliation under EMIR"; and
    - (ii) the final sentence in Section 5.2.

**16. 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.

**17. MISCELLANEOUS.**

- 17.1 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).
- 17.2 This Addendum constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof.
- 17.3 Other than as specified in Section 15.4, no amendment or waiver in respect of this Addendum will be effective unless in writing and executed by each of the parties.
- 17.4 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.
- 17.5 This Addendum shall be governed by the law (and not the law of conflicts) of the State of New York.