

2. REQUIRED RECONCILIATION DATES

- 2.1 From time to time, DB shall provide a notice to Client (each, a “**Required Reconciliation Date Notice**”) in which DB represents that, in its good faith belief, DB is required to perform a Data Reconciliation. A Required Reconciliation Date Notice will specify (i) whether such Data Reconciliation shall be performed quarterly or annually and (ii) if applicable, one or more Data Delivery Dates.

3. ONE-WAY DELIVERY OF PORTFOLIO DATA

- 3.1 Subject to Section 4 below, the following shall apply to all portfolio reconciliations between DB and Client:

- (a) The Required Reconciliation Date Notice will specify one or more Data Delivery Dates, *provided* that the first such date will be a day no earlier than the second Joint Business Day following the date on which such notice is given to Client, and *provided further* that if, prior to the first such date, Client requests one or more different Data Delivery Dates, the relevant Data Delivery Dates will be as agreed between DB and Client.
- (b) On each Data Delivery Date, DB will provide Portfolio Data to Client (or its agent) for verification by Client. For these purposes, Portfolio Data will be considered to have been provided to Client (and Client will be considered to have received such Portfolio Data) if it has been provided (i) in accordance with the notice provisions set out in the Addendum, or (ii) to a third-party service provider agreed to between the DB and Client for this purpose.
- (c) On or as soon as reasonably practicable after each Data Delivery Date, and in any event not later than the close of business on the second business day following the Data Delivery Date, Client will review the Portfolio Data delivered by DB with respect to each relevant swap against Client’s own books and records and Valuation for such swap and notify DB whether it affirms the relevant Portfolio Data or has identified any Discrepancy. Client shall notify DB of all Discrepancies identified with respect to the Portfolio Data provided.
- (d) If Client has notified DB of any Discrepancies in Portfolio Data in respect of any Material Terms or Valuations, then DB and Client agree to consult with the other in an attempt to resolve all such Discrepancies in a timely fashion.

4. VALUATION DIFFERENCES BELOW THE DISCREPANCY THRESHOLD AMOUNT

- 4.1 DB and Client hereby agree that a difference in Valuations in respect of a swap that is less than the Discrepancy Threshold Amount shall not be deemed a “discrepancy” for purposes of CFTC Regulation 23.502 and DB shall not be required by these procedures to notify Client of such a difference or consult with Client in an attempt to resolve such a difference. The foregoing shall be without prejudice to any right either party may have under applicable law or regulation, any term of the Protocol (other than these procedures) or any other agreement to dispute or require reconciliation of any such difference.

5. RECONCILIATION AGAINST SDR DATA

- 5.1 Notwithstanding the procedures set out in Section 3 above, if DB and Client agree in writing to reconcile their books and records of swaps against SDR Data, then the following shall apply: