

- 7.3 If Client wishes to dispute a Valuation Amount calculated pursuant to Section 7.1, it must provide written notice to DB by the end of the first business day following the date on which Client received such Valuation Amount, and such notice must include Client's own calculations of the disputed Valuation Amount, determined in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result.
- 7.4 If Client submits written notice to DB of a disputed Valuation Amount pursuant to Section 7.3 above, then (A) the parties will consult with each other in an attempt to resolve the dispute; and (B) if the parties fail to resolve the dispute in a timely fashion, then DB shall recalculate the Valuation Amount as of the date of such Valuation Amount's original calculation by seeking four actual quotations at mid-market as of such date from four leading dealers in the relevant market selected by DB in good faith, and taking the arithmetic average of the quotes so obtained, provided that if fewer than four quotes are available, then fewer than four quotations may be used, and if no quotations are available, then DB's original Valuation Amount will be used.
- 7.5 DB and Client agree that the calculation of Valuation Amounts pursuant to this Section 7 is solely for purposes of compliance by DB with certain conduct of business requirements under the CEA and CFTC Regulations.
- 8. DISPUTE RESOLUTION PROCEDURE.**
- 8.1 DB and Client agree that they will use the procedures set out in this Section 8 to identify and resolve Disputes between them.
- (a) Either party may identify a Dispute by sending a Dispute Notice to the other party.
- (b) On or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute.
- (c) With respect to any Dispute that is not resolved within five business days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Affiliate, adviser or agent in addition to actions under paragraph (b) above (including actions under any Agreed Process identified and used under paragraph (b) above) and to the extent such referral has not occurred as a result of action under paragraph (b) above (including any Agreed Process).
- 8.2 Each party agrees that, to the extent the Dispute Resolution Risk Mitigation Techniques apply to such party, it will have internal procedures and processes in place to record and monitor any Dispute for as long as the Dispute remains outstanding.
- 8.3 The procedures set out in this Section 8 and any action or inaction of either party in respect of it are without prejudice to any rights or obligations the parties may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. Action or inaction by a party in respect of this Section 8 will not be presumed to operate as an exercise or waiver, in whole or part, of any right, power or privilege such party may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. In particular, but without limitation, (X) the parties may seek to identify and resolve issues and discrepancies between themselves before either party delivers a Dispute Notice; and (Y) nothing in this Section 8 obliges a party to deliver a Dispute Notice following the