

5.3 Client agrees that (A) unless Client has explicitly asked DB in the written request described in Section 5.2 to consult with Client in the design of a requested scenario analysis, no such consultation is required, and (B) if Client has asked to be consulted, the act of entry into a swap described in a scenario analysis produced after such a consultation shall constitute an acknowledgement by Client that Client is satisfied with the results of that consultation.

6. SWAP DOCUMENTATION.

6.1 As amended and supplemented by this Addendum, the Agreement is the swap trading relationship documentation between the parties for purposes of the CFTC Regulations.

6.2 Acknowledgements/Confirmations.

(a) DB hereby notifies Client that it has the right to request in writing that DB furnish it with a draft acknowledgement specifying all the applicable terms of a proposed swap transaction, other than price and any other term to be agreed at the time of execution, prior to the execution of such swap and Client agrees that the act of entering into a swap without having made such a written request to DB shall constitute a waiver of Client's right to receive a draft acknowledgement in respect of such swap;

(b) Subject to (c) below, DB shall send Client an acknowledgement of each swap no later than the end of the date of execution and Client agrees to review, sign and return each such confirmation to DB by the end of the first business day following the date of receipt of the acknowledgment.

(c) The provisions of this Section 6.2 do not apply to any swap that is either (A) executed on or pursuant to the rules of a designated contract market or swap execution facility, the rules of which provide that confirmation of all terms of the swap take place at the time of execution or (B) submitted to a derivatives clearing organization for clearing, the rules of which provide that confirmation of all terms of the swap occurs at the same time the swap is accepted for clearing.

6.3 Portfolio Reconciliation. Client acknowledges that in respect of uncleared swaps, Client will be required to engage in portfolio reconciliation with DB annually (if Client has no more than 100 uncleared swaps with DB at any time during the calendar year) or quarterly (if Client has more than 100 uncleared swaps in existence at any time during the calendar quarter) in accordance with the reconciliation procedures set out in Part 7 of the Dodd-Frank Protocol.

6.4 Portfolio Compression.

(a) DB hereby notifies Client that Client has the right to ask DB to engage in portfolio compression exercises for uncleared swaps and Client agrees and acknowledges that Client will engage in periodic portfolio compression exercises if so requested by DB.

(b) DB and Client consent to the termination of fully offsetting swaps as a consequence of the portfolio compression exercises undertaken pursuant to (a) above.

7. VALUATIONS AND DISPUTE RESOLUTION.

7.1 At end of each business day, DB will calculate the Valuation Amount for each swap between DB and Client as of the end of such business day and DB will calculate such Valuation Amounts acting in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result.