

- 7.2 DB will, upon written request of Client, notify Client of Valuation Amounts referred to in (a) above by the end of the first business day following the date on which such Valuation Amount was calculated. Client agrees that DB may provide notice of any such Valuation Amount by sending it to the email address provided in the Swap Addendum Annex or by posting it on a website as provided in Section 8.3. Unless otherwise agreed by both parties, DB shall not be obliged to disclose to Client any confidential, proprietary information regarding any model used by DB to value a swap.
- 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. DISCLOSURES.

### 8.1 Client acknowledges and agrees that:

- (a) Client has received, reviewed and understood the product disclosure documentation separately provided by DB via secure website;
- (b) DB may provide additional disclosure information relevant to specific swaps or classes of swaps that Client may enter into with DB; and
- (c) DB may provide disclosure of material information relating to multiple swaps in a standardized format.

### 8.2 Client agrees that entry into a swap or any amendment or modification thereof constitutes Client's acknowledgment that it has understood the general and specific disclosures made by DB with respect to that swap or that amendment or modification of a swap and that such disclosures are sufficient for Client to evaluate and assess the material risks and characteristics of the swap, including:

- (a) market, credit, liquidity, foreign currency, legal, operational, and other applicable risks;
- (b) the material characteristics of such swap, including the material economic terms of such swap, the terms relating to the operation of such swap, and the rights and obligations of the parties during the term of such swap; and