

- (a) On or as soon as practicable following a Data Delivery Date, each party shall perform a Data Reconciliation against SDR Data to the extent that such SDR Data relates to Material Terms that would otherwise be delivered by the other party as Portfolio Data. To the extent that either party does not have access to such SDR Data or determines that it is not technologically or operationally practical for such party to obtain such data from the relevant swap data repository in a manner that permits the conduct of a timely Data Reconciliation, such party shall notify the other party by or as soon as practicable after the relevant Data Delivery Date.
- (b) Neither party shall be obligated to deliver Portfolio Data to the other party on a Data Delivery Date to the extent that such Portfolio Data consists of Material Terms data reported to a swap data repository, *provided, however*, that if a party has notified the other party that it is not able to conduct a timely Data Reconciliation against corresponding SDR Data, the parties shall provide for the delivery of the relevant Portfolio Data, as applicable, as soon as reasonably practicable.
- (c) If either party identifies a Discrepancy in SDR Data, such party shall immediately notify the other party of such Discrepancy. Each party agrees to consult with the other in an attempt to resolve any such Discrepancy in a timely fashion.
- (d) DB agrees to notify Client, upon reasonable request, of (i) the swap data repository to which DB has reported Material Terms data with respect to swaps between DB and Client and (ii) any changes to the swap data repositories that must be accessed to obtain such data.
- (e) Either party may provide written notice to the other party to terminate the reconciliation procedures described in this Part. Upon the effective date of such written notice, these procedures shall have no further force or effect and the parties will each be released and discharged from all further obligations hereunder. The parties agree that the effective date of any such notice is the second Joint Business Day following the date on which such notice is delivered.

6. OTHER PORTFOLIO RECONCILIATION PROCEDURES

- 6.1 In the event that the parties have agreed to multiple Data Delivery Dates with a frequency specified in a Required Reconciliation Date Notice, DB shall notify Client if, at any time during the period that such Data Delivery Dates are in effect, it is no longer required to conduct portfolio reconciliations with the specified frequency. Such notice shall specify (i) the new frequency with which portfolio reconciliations are believed by DB to be required and (ii) the new applicable Data Delivery Dates. Upon delivery of such a notice, the parties obligations to deliver Portfolio Data on the previously agreed Data Delivery Dates shall terminate, and such notice shall be a new Required Reconciliation Date Notice for purposes of these procedures.
- 6.2 Notwithstanding anything to the contrary in the Protocol, the parties may in good faith agree to any other procedure for (i) the exchange, delivery and/or reconciliation of Portfolio Data, and/or (ii) the resolution of any discrepancy between them, in either case, whether in addition to or in substitution of the procedures set out herein.