

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; and
- (b) 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 (which term, for these purposes, shall be construed to refer to each "OTC derivative" and "OTC derivative contract," each as defined in Article 2(7) of EMIR, between the parties that is subject to the Portfolio Reconciliation Risk Mitigation Techniques), Client will be required to engage in portfolio reconciliation with DB in accordance with the reconciliation procedures set out in Part 8 of the Swaps 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.

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.

7.2 DB will, upon written request of Client, notify Client of Valuation Amounts calculated pursuant to Section 7.1 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 9.3. 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.