

- (c) if a party identifies one or more discrepancies which such party determines, acting reasonably and in good faith, are material to the rights and obligations of the parties in respect of one or more Relevant Transaction(s), it will notify the other party in writing as soon as reasonably practicable and the parties will consult with each other in an attempt to resolve any such discrepancies in a timely fashion for so long as such discrepancies remain outstanding, using, without limitation, any applicable updated reconciliation data produced during the period in which such discrepancy remains outstanding.
- 3.4 Alternative Process. If both parties are Portfolio Data Receiving Entities, the parties will agree a process for reconciling Portfolio Data in order to meet the requirements of the Portfolio Risk Mitigation Techniques.
- 3.5 Change of Status.
- (a) Each party may change its own designation with the prior written agreement of the other party (such agreement not to be unreasonably withheld or delayed and for this purpose the parties agree, without limitation, that it will not be unreasonable for a party to withhold agreement where agreement would result in the other party having different designations in respect of such party and one or more Affiliates of such party). If, as a result of any such change of designation, both parties will be Portfolio Data Receiving Entities, Section 3.4 will apply.
- (b) If a party believes, acting reasonably and in good faith, that the parties are required to perform Data Reconciliation at a greater or lesser frequency than that being used by the parties at such time, it will notify the other party of such in writing, providing evidence on request. From the date such notice is effectively delivered, such greater or lesser frequency will apply and the first following PR Due Date will be the earlier of the date agreed between the parties and the last Joint Business Day in the PR Period starting on the date on which the immediately preceding Data Reconciliation occurred (or, if no Joint Business Day occurs which is within such PR Period and is on or following the date such notice is effective, the first Joint Business Day following the later of the end of such PR Period and the date such notice is effective).
- 3.6 Use of Agents and Third-Party Service Providers. For the purposes of performing all or part of the actions under this Section 3, each party may appoint:
- (a) an Affiliate to act as agent, immediately on prior written notice to the other party; and/or
- (b) subject to the other party's agreement (such agreement not to be unreasonably withheld or delayed), (i) an entity other than an Affiliate as agent and/or (ii) a qualified and duly mandated third party service provider.
- Notwithstanding the foregoing, DB may use a third party (including TriOptima AB) as its agent and/or third party service provider for the purposes of performing all or part of the actions under this Section 3.
- 3.7 Dispute Identification and Resolution Procedure. The parties agree that they will use the following procedure 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