5.1 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.

5.2 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. Any valuation in respect of one or more transactions used for the purposes of compliance with the Portfolio Reconciliation Risk Mitigation Techniques will be without prejudice to and will not be prejudiced by any other valuation with respect to such transaction(s) made for collateral, close out, dispute or other purpose.

6. NOTICE OF THIRD PARTY/AGENT

6.1 The parties agree to notify each other of the identity of any third party/agent to be used for portfolio reconciliation procedures by such means as may be agreed in writing for this purpose by the parties.