

Third Party Provider Agreement
for the DTCC Global Trade Repository Service (GTR)



This THIRD PARTY PROVIDER AGREEMENT (this “Agreement”) is entered into by and between the undersigned service provider (the “Provider”), on the one hand, and the applicable trade repository or repositories selected in the Applicable Repository Selection section below (the “Applicable Repositories”), on the other hand. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Applicable Repository’s Operating Procedures or Applicable Publications (as defined in the Operating Procedures) (the “Operating Procedures”). Current versions of the Operating Procedures are available on the Applicable Repositories’ website.

Background

- I. Certain Users of the Applicable Repositories have engaged Provider to provide such Users with services (“Subject Services”).
- II. The Provider now seeks limited access to the systems of the Applicable Repositories (each a “System” and, collectively, the “Systems”) for the purpose of providing Users with the Subject Services.

Applicable Repository Selection

- | | |
|--|---|
| <input type="checkbox"/> DTCC Data Repository (U.S.) LLC (DDR) | <input type="checkbox"/> DTCC Data Repository (Ireland) Plc (DDRIE) |
| <input type="checkbox"/> DTCC Data Repository (Singapore) Pte Ltd (DDRS) | <input type="checkbox"/> DTCC Data Repository (Japan) K.K. (DDRJ) |
| <input type="checkbox"/> DTCC Derivatives Repository Plc (DDRL) | |

Terms and Conditions

1. Subject to the provisions of this Agreement, Provider is hereby granted non-exclusive and revocable access to the Systems for the sole purpose of providing Subject Services to Users that have authorized the Provider to access the Systems on such Users’ behalf. Such access shall include the ability to receive information from the Systems, as described herein, and submit information into the Systems, in each case for and on behalf of Users to the extent permitted by such Users. Nothing in this Agreement requires an Applicable Repository to provide any particular manner of access to the Provider. ***For all purposes of this Agreement, and notwithstanding any implication to the contrary that may be contained in other provisions of this Agreement, any permission provided by Users for the Provider to access the Systems must, to be effective under this Agreement, meet the contractual requirements specified by the Applicable Repositories, in their sole discretion.***
2. Provider agrees to provide any documents reasonably requested by the Applicable Repositories in connection with account setup, billing or maintenance and to abide by Sections 3 (Notices), 4 (Provision and Use of the Services, except for the provision on fees and money settlement), 5 (Access to the System and Security), 7 (Compliance with Applicable Laws), 8 (Confidential Information and Use of Data to the extent set forth in paragraph 2 above), 9 (Limitations of Liability and Disclaimer) and 10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Important Legal Information section of the Operating Procedures of each Applicable Repository as if the Provider were a User referred to therein. In the event of a conflict between the terms of the Operating Procedures and the terms of this Agreement, the terms of this Agreement shall govern. Provider further agrees that no Applicable Repository shall have any liability to the Provider for claims of Users arising from or related to the Subject Services.
3. The Provider acknowledges it has received from the Applicable Repositories, and in the future may receive, certain technical specifications as revised from time to time, (such material is collectively referred to herein as the “Technical Specifications”) for the Applicable Repositories’ services, setting forth processes, concepts and software applications that are proprietary and owned by the Applicable Repository, or its parent, The Depository Trust & Clearing Corporation, or affiliates (collectively referred to as “DTCC”) and may be patent pending and may not be disclosed or used except as set forth herein for any other purpose without the express permission of the Applicable Repository. The Provider is hereby given permission to use such

Technical Specifications for the limited purposes of establishing an interface between the System and the Provider's systems in order to enable Users to use each Applicable Repository's services via the Provider's systems. The Provider also acknowledges receipt of certain other Technical Specifications setting forth means of submitting records to and receiving records from the System. All of this material is also proprietary to the Applicable Repository and confidential and may not be disclosed or otherwise used by the Provider except for the limited purposes of establishing an interface with the System as contemplated by this Agreement. All such material referred to in this paragraph is current as of the date hereof, but may be revised by the Applicable Repositories, as applicable, from time to time, provided that the Provider receives substantially as much advance notice of revisions as Users or other similarly situated providers receive. Provider agrees it will treat the Technical Specifications as confidential information under Section 8 (Confidential Information and Use of Data) of the Important Legal Information section of the Operating Procedures, as if Provider were a User thereunder. Provider agrees to submit all transactions in a format acceptable to the Applicable Repositories, as communicated to Provider, from time to time, including using the latest updated versions of templates and trade terms definitions in the Operating Procedures as posted on the DTCC website or such successor website.

4. In addition to, and not in limitation of, any other restrictions in this Agreement on the use of records and other information obtained from the Systems, it is acknowledged that, for as long as the Provider maintains an interface with the Systems as contemplated by this Agreement, the Technical Specifications will permit the Provider, with appropriate contractual authorization from the relevant Users, to obtain information from the Systems with respect to User transactions that were not associated with the Provider's services. The Provider shall only use such information in accordance with the contractual authorization and consent provided by the relevant Users.
5. The Provider, in connection with its use of the Systems, must use commercially reasonable efforts to maintain proper information security safeguards in compliance with requirements that the Applicable Repository makes available to all similarly situated providers from time to time.
6. During the term of this Agreement and for a period of one hundred and eighty (180) days following the termination of this Agreement, no more than twice in any calendar year, the Applicable Repositories may, during normal business hours at their own expense and upon at least ten (10) days prior written notice, inspect and conduct audits at the Provider's facilities of all records reasonably related to validating the Provider's compliance with the terms of this Agreement. Upon the election of Provider, such shall be conducted by an independent third party at Provider's expense, to be selected by the Applicable Repositories and approved by the Provider, such approval not to be unreasonably withheld. The Applicable Repositories shall require that the third party auditor not disclose to any third party any information that is not necessary to ascertain Provider's compliance with this Agreement.
7. Provider will support all regulatory commitments by Users and regulatory requirements applicable to one or more Applicable Repositories that affect an Applicable Repository's ability to meet industry regulatory commitments and regulatory requirements within the timeframes set by such commitments or requirements, or, if it cannot comply, Provider will notify the Applicable Repository no later than it notifies its customers or regulators that it will not meet such commitments or requirements. Each Applicable Repository agrees to take all reasonable steps to assist with Provider's compliance. Provider will allow examiners and other authorized representatives of regulatory agencies that have appropriate jurisdiction reasonable access to the books and records of Provider with respect to the transactions of Users who have authorized Provider's use of the Systems on their behalf and will cooperate with such agencies to the extent reasonably necessary to enable the Applicable Repository to comply with its obligations under law with regard to such requests for access.
8. Either party may terminate this Agreement upon notice to the other party in the manner described below. Provider may terminate this Agreement by the completion and delivery of a termination notification form, which will be provided by the Applicable Repositories upon request. The Applicable Repositories may terminate this Agreement by communicating such intent to the Provider by any means then utilized by the Applicable Repositories for communicating with its Users. Any termination notification delivered by Provider to the Applicable Repositories shall be effective upon the processing of the termination in the Applicable Repositories' system, which shall not be unreasonably delayed. Any termination notification delivered by any Applicable Repository to the Provider shall be effective upon the date of transmission. Upon termination of this Agreement by any party, all associated licenses and rights conferred hereby are deemed terminated and the Provider shall return to the Applicable Repositories all Technical Specifications and information received

from the Systems or, at the Applicable Repository's option, certify destruction of the same. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect as explicitly set forth in such provision.

9. In the event of a material breach by Provider of the terms of this Agreement, Provider shall reimburse the Applicable Repositories for all costs incurred directly as a result of the breach, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
10. Provider shall pay such charges and fees in connection with any access or interface to the Systems as such Applicable Repository may decide from time to time in its sole discretion; provided that such charges and fees shall be the same as those charged to similarly situated providers, as evidenced by a standard schedule of charges available to all such similarly situated providers.
11. This Agreement is the sole Agreement among the parties with respect to the matters contemplated herein, and supersedes and replaces any prior agreement, whether written or oral, that the parties may have had with respect thereto. This Agreement shall operate to constitute a separate agreement between the Provider, on the one hand, and each Applicable Repository, on the other hand. Nothing in this Agreement creates any promise by an Applicable Repository to be responsible for the performance of any obligation owed by another Applicable Repository.
12. Unless otherwise definitively prescribed in Section 10 of the Applicable Repositories Operating Procedures, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regards to the principles of conflicts of law. Each Party hereby submits to the exclusive jurisdiction and venue of the courts in the State of New York for purposes of any litigation related to the Agreement.

[Signatures Begin on Next Page]

Third Party Provider Agreement
for the DTCC Global Trade Repository Service (GTR)
Signature Page



IN WITNESS WHEREOF, the duly authorized representatives of the parties below have caused this THIRD PARTY PROVIDER AGREEMENT to be executed.

	_____	Legal Name of Provider]
Address:	LEI:	_____
_____	Signature:	_____
_____	Print Name:	_____
_____	Title:	_____
	Date:	_____

DTCC Data Repository (U.S.) LLC (DDR)

DTCC Data Repository (Singapore) Pte Ltd (DDRS)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

DTCC Derivatives Repository Plc (DDRL)

DTCC Data Repository (Japan) K.K. (DDRJ)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

DTCC Data Repository (Ireland) Plc (DDRIE)

Signature: _____

Print Name: _____

Title: _____

Date: _____