

DTCC DERIV/SERV LLC

THIRD-PARTY PROVIDER AGREEMENT

For providers of custodian services

Certain users (“Users”) of the Trade Information Warehouse (“TIW”) operated by DTCC Deriv/SERV LLC (“Deriv/SERV”) and DTCC Derivatives Repository Plc (“DDRL”) and such other affiliates of The Depository Trust & Clearing Corporation (“DTCC”) as may be affiliated with them and operate the TIW from time to time (each, a “Company” and, together, the “Companies”) want the Companies to give limited access to the System to _____ (the “Provider”) as set forth below in this Agreement (the “Agreement”). Capitalized terms used in this Agreement but not defined herein are used as defined in the Operating Procedures of each Company relating to the TIW (collectively, the “Operating Procedures”). Current versions of the Operating Procedures, as amended from time to time, are available on the DTCC website.

1. As it relates to this Agreement and the services offered hereunder, Provider hereby represents to each Company that it is a “custodian”, that is, an entity that performs “custodian services”. “Custodian Services” are ASP (Application Service Provider) services in connection with the back office post-confirmation (or “downstream”) processing of over-the-counter derivatives transactions such as payments, collateralization, maintaining books and records, reconciliation, and monitoring confirmation status, but not including services in connection with pre-confirmation check out for confirmable post-trade events such as assignments, terminations or amendments.

2. Provider acknowledges it has received from the Company, and in the future may receive, certain technical specifications for the applicable Company's services, (the "Technical Specifications") setting forth processes, concepts and software applications that are proprietary and owned by 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 DTCC. Provider is hereby given permission to use such Technical Specifications for the limited purposes of establishing an interface with the System. All such material referred to in this paragraph is current as of the date hereof but may be revised by the Company from time to time, provided that Provider receives substantially as much advance notice of revisions as Users of the System 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 Companies, 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. Subject to the provisions of this Agreement, Provider is granted non-exclusive, revocable access to the System for the sole purpose of providing custodian services. Such access shall include the ability to receive information from the System as described herein, in each case for and on behalf of Users to the extent permitted by such Users. Such access shall be effected pursuant to interfaces set

forth in the Technical Specifications. Nothing in this agreement requires any Company to provide any particular manner of access to Provider, except those set forth in the Technical Specifications for which appropriate User permission has been obtained by one or more Companies as provided in the Operating Procedures.

3. Provider shall not redistribute any information obtained through any interface with the System to any person or organization other than to the User designated by the Company to receive such information.
4. In addition to, and not in limitation of, any other restrictions in this Agreement on use of Records and other information obtained from the System, it is acknowledged that, for as long as Provider maintains an interface with the System as contemplated by this Agreement, the Technical Specifications will permit Provider, with appropriate legal authorization from the relevant Users, to obtain information from the System with respect to User transactions that were not associated with Provider's services. Provider shall only use such information for the purpose of performing "downstream" processing with respect to the transactions associated with such information for the Users that have outsourced such "downstream" processing with respect to such transactions to Provider. It is acknowledged that other uses of such Records or other information obtained from the System may be authorized pursuant to another Third-Party Provider agreement relating to the provision of services other than custodian services.

5. Provider, in connection with its use of the System, must maintain proper information security safeguards in compliance with requirements that the Companies make 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 Companies may, during normal business hours at their own expense, inspect and conduct audits at Provider's facilities of all records reasonably related to validating the Provider's compliance with the restrictions set forth in this Agreement on use of Records or updates or information obtained from the System or the Company as described in this Agreement and its use of appropriate information security safeguards in accordance with this Agreement.
7. Provider agrees to abide by Sections 3 (Notices), 4 (Provision and Use of the Services, except for provision on fees and money settlement), 5 (Access to the System and Security), 7 (Compliance with Applicable Law), 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 as if the Provider were a User referred to therein.
8. Users shall contract directly with each Company in order to utilize their respective services either directly or through Provider. Users shall also contract directly with Provider in order to access the Companies' services through the Provider, and the Companies shall have no liability to the Provider for claims of Users arising from or based upon such access.

9. Nothing in this Agreement requires the Companies to provide any particular manner of access to Provider, except those set forth in the Technical Specifications for which appropriate User permission has been obtained by the Companies.

If Provider has breached any of the terms of this Agreement and the Companies in their reasonable discretion determine that such breach is capable of cure, the Companies shall give notice to Provider of such breach and shall give Provider a two week period to cure such breach. If, in the Companies' reasonable discretion, the Companies determine that Provider has not cured such breach in such two-week period, the Companies may terminate the interface or access established pursuant to this Agreement without further notice. If such breach is substantially similar to an earlier breach of this Agreement by Provider, the Companies shall not be obligated to wait for such two-week period before terminating such interface or access without notice. If Provider has breached any of the terms of this Agreement and the Companies in their reasonable discretion determine that such breach is not capable of cure, the Companies may terminate the interface or access established under this Agreement without notice. In addition, any party may, at any time and in its sole discretion, terminate any interface or access established pursuant to this Agreement upon six (6) months' notice to the other parties.

Upon any termination of such interface or access, Provider shall, upon request of the Companies, return to the Companies all information received from the System, or at the Companies' option, certify destruction of the same. Except as

specifically provided otherwise herein all rights and obligations of the parties to this Agreement shall survive the termination of any interface or access to the System established pursuant to this Agreement.

10. Provider shall pay such charges and fees in connection with any access or interface to the System as the Companies decide from time to time in their 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. Provider agrees that should it establish connectivity with any Company operating the TIW other than Deriv/SERV and DDRL, the terms of this Agreement shall cover its relationship with such Company, and such Company shall, as a third party beneficiary hereof, be entitled to rely on the terms of this Agreement, and may enforce the provisions of this Agreement against Provider, as though it were named as a party hereto.

12. The parties agree that this Agreement shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof.

[Insert name of Provider]

By: _____

Name: _____

Title: _____

Date: _____

DTCC DERIV/SERV LLC

By: _____

Name: _____

Title: _____

Date: _____

DTCC DERIVATIVES RESPOSITORY PLC

By: _____

Name: _____

Title: _____

Date: _____