DTCC DATA REPOSITORY (IRELAND) PLC
OPERATING PROCEDURES

1. Introduction

DTCC Data Repository (Ireland) plc (the "Company" or "DDRIE"), a company organized under the laws of the Republic of Ireland, has entered into User Agreements with various institutions that are potential users (each, a "User") of one or more services (each, a "Service") to be provided by the Company. The automated systems or other mechanisms through which the Company provides the Services are referred to herein as the "System".

As used in these Operating Procedures, the term "User" shall also include Third Party Submitters as defined in the appendices to these Operating Procedures, except as provided therein or as the context may otherwise require.

2. User Information; Non-Repudiation

a. The Company will maintain for the benefit of Users a database that (a) assigns to each User a unique alpha-numeric identifier and (b) groups Users into families (each, a "Family") as directed by the Users (through User Agreements or in such other manner as designated by the Company from time to time) that desire to be so grouped. (The Company may use for this purpose a uniform counterparty identifier or similar identifier provided or required by a regulator or provided by a third party acceptable to the Company.) Users may access the System through computer-to-computer links ("Computer-to-Computer Links"), or through a password protected Web front end ("Web Portal"), supported by or on behalf of the Company for the purpose, among possible others, of effecting electronic submission of records of eligible transactions (as described in more detail in each of the appendices to these Operating Procedures), all in the manner and subject to the security arrangements established by the Company from time to time, as set forth in the Company's Applicable Publications (described below). The security requirements established by the Company will include (a) means of determining whether particular records are submitted to the System through Computer-to-Computer Links established with a particular User or its Family or (b) access to the Web Portal by means of digital certificate(s) and password(s), or other applicable identifiers, assigned to that User or its Family.

b. Records submitted to the System (as described below) indicating a particular User as the submitting party (through an identifier referred to above) shall be conclusively presumed to have been duly authorized by that User, or in the case of a Third Party Submitter, the parties to the transaction submitted, whenever such records are so determined to have been submitted through Computer-to-Computer Links established with that User or its Family, or through access of the Web Portal by means of the digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family.

c. If a User submits a record, or otherwise acts in the capacity of another User that is a member of the same Family, the record shall be conclusively presumed to have been made on behalf of such other Family member and to have been duly authorized by such other Family member.

d. The Company may, at its sole discretion, permit a User to submit certain revised documents by email or other electronic means which the Company may adopt from time to time, which on submission shall replace the pre-existing document. The Company is entitled to regard the instructions received in this manner as a valid

instruction and consent from that User and will not be responsible for confirming or verifying the validity or accuracy of the instruction received. The submitting User represents and warrants that it has valid authority or consent to submit such instruction.

e. The Company may designate certain documents as "Applicable Publications", which may include publications of message formats and messaging processes for Computer-to-Computer Links and of procedures for use of the Web Portal, publications of security arrangements, publications of further specifications or requirements for Services or the System. Such Applicable Publications, as well as modifications to these Operating Procedures and other notices from time to time, will be announced to Users through the issuance of important notices (each, an "Important Notice") which will be made available to Users in accordance with the "Notices" section set forth under "Important Legal Information" below.

3. How the System Works

The System is intended to provide Users with certain Services in each case as set forth in more detail in an appendix or supplement to these Operating Procedures.

• *Transmission of Records from Users to the System*. Services may entail submission of one or more records or messages ("Records") by or on behalf of Users to the System, for processing, transmission, generation of reports or for other purposes. The Company may establish record descriptions ("Record Descriptions"), message formats, messaging processes and other specifications from time to time for use in submitting Records to the System. Records improperly formatted or containing data elements not conforming to such descriptions, formats, processes or specifications may be rejected by the Company in its discretion. Publications of Record Descriptions, message formats and messaging processes and specifications will be announced to Users through an Important Notice or Applicable Publications. Each User agrees with the Company to use the System in accordance with the most up-to-date version of such procedures and publications made available by the Company from time to time.

• *Termination of Use of Services*. A User's ability to use the System from and after the effective date of its User Agreement shall continue until terminated (such a User, a "Terminated User") by either Voluntary Termination or Involuntary Termination as described below.

  o *Voluntary Termination*. Subject to any specific termination procedures set forth in an appendix or supplement for a particular Service, each User may terminate its use of the Services upon at least five business days' (in the jurisdiction whose law governs the Operating Procedures and the User Agreement) notice to the Company and the Company will give effect to such termination where all records for outstanding transactions can be assigned to another User of the same Service. If such assignment is not possible within five business days', the Company will work with the User to find alternative solutions and give effect to the termination once those solutions have been implemented. Such termination may or may not be made in connection with any notice of a prospective modification to these Operating Procedures pursuant to Section 3 (*Notices*) under Important Legal Information below.

  o *Involuntary Termination*. The Company may terminate a User's use of and access to the System if (1) with respect to any Service requiring the transmission of Records by a User, the Company is unable to establish communications with such User using the last known contact information in the Company's records for a period of 30 days and after consultation with the General Counsel's Office of The

Depository Trust & Clearing Corporation ("DTCC"), (2) such User has materially breached its User Agreement and/or these Operating Procedures (including applicable Appendixes) and/or any executed Schedule, (3) such User has failed to pay fees when due, (4) such User has violated any Applicable Law, (5) such User's account or User's IT system is causing or may cause material harm, as determined in the Company's or DTCC's reasonable discretion, to the normal operation of the System or any other DTCC System, (4) the Company reasonably determines that its continued provision of services to such User could (or could reasonably be expected to) violate or conflict with the Company's ability to act in accordance with Applicable Laws (including, but not limited to, sanctions or conflict of interest rules), whether due to changes in Applicable Laws or any other circumstances, (5) the Company determines it is required to do so by Applicable Law, or (6) in accordance with specific procedures adopted by the Company and as may be set forth in any Applicable Publication published as an Important Notice.

- *Suspension of Services*. The Company may temporarily deny access to or otherwise impose restrictions on the use of the System on a User, assess such User with costs incurred, apply any deterrent financial penalties that the Company deems necessary, or take such other actions as it deems reasonably necessary to protect the System and other Users, for: (1) a violation of the Operating Procedures or the User Agreement (including failure to pay fees when due); (2) any neglect or refusal by such User to comply with any direction the Company deems reasonably necessary to protect the System and other Users; or (3) any error, delay or other conduct that the Company determines, in its reasonable discretion, may adversely affect the operations of its System.

Upon termination, all attempted submissions of Records by the Terminated User shall not be permitted by the System. In addition, the Terminated User shall lose all access to the Web Portal from the effective date of the termination onwards. (All such Records will also have previously been transmitted to Users having Computer-to-Computer Links.) Terminated User shall not accrue fee obligations from the effective date of the termination onwards, and will not be permitted access to or use of the Services and the System from the effective date of the termination onwards, but all other obligations and rights of the Terminated User under these Operating Procedures shall survive termination of use of the Services. The Company may continue to maintain and disclose Records relating to the Terminated User as provided in these Operating Procedures after termination of use of the Services.

The Company shall not treat the entry of a Principal User (or any of the entities included in the Principal User's Family) into recovery or resolution procedures designed to ensure the operational continuity of the Principal User (or any of the entities included in the Principal User's Family) as an event entitling the Company to invoke the involuntary termination procedure in respect of the Principal User (or any of the entities included in the Principal User's Family) or to modify or suspend the access available to the Principal User (and any of the entities included in the Principal User's Family) under its User Agreement, these Operating Procedures and any Applicable Publications. Nothing in this Section prevents the Company from making changes to its Services which are applicable to all users of the Services at any time.

IMPORTANT LEGAL INFORMATION

1.   **Copyright**

This publication (including, without limitation, any text, image, logo compilation code and/or design) is proprietary and protected by copyright. Each User is granted, only for so long as it is a User, a personal limited, fee free, non-exclusive, non-transferable, non-sub licensable and freely revocable license to use this publication solely for its own internal business purposes in connection with access to and use of the System, with the right to make copies as reasonably necessary for such use and the right to download and store this publication on a computer of such User, in each case subject to the terms and conditions set forth herein. When such User ceases being a User, such User shall use its reasonable efforts to promptly return to the Company, or destroy, all copies of this publication then in its possession, including any copies held in any format in any electronic media; provided that such User shall not be obligated to take such action if doing so would be inconsistent with applicable law or such User's internal record retention policies. Except as authorized by the foregoing, no part of this publication may be printed, stored, reproduced, copied, altered, modified, posted, distributed, transmitted, displayed, published, sold, licensed or used in any form or by any means (other than for the User's own internal purposes in connection with the User's use of the System), without the Company's prior written approval.

2.   **Terms of Use**

a.   Each User must satisfy itself that the use of the System and the Services, including the submission and use of Records, will meet the requirements of any law, sanction, rule or regulation ("Applicable Law") to which it is subject. The Company is not making, and hereby expressly disclaims, any representations or warranties as to the status of Records submitted to the System by or on behalf of User under Applicable Law or any contractual arrangements involving User, including without limitation as to the enforceability of contracts described in Records.

b.   Each User agrees that it will not (i) claim, solely on the basis of the electronic nature of the System, that any Record is inadmissible in a court of law or other proceeding or (ii) object, solely on the basis of the electronic nature of the System, to the admission of any Record in a court of law or other proceeding.

c.   Each User agrees that it will not assign or otherwise transfer its rights or obligations hereunder or under its User Agreement to any third party without the Company's express written consent, which consent shall not be unreasonably withheld, and any such assignment or transfer without consent shall be null, void and without effect. Each User agrees that the Company may from time to time assign or transfer its rights and/or obligations hereunder or under a User Agreement, in whole or in part, in each case without the consent of any User. The Company will notify Users of any such action pursuant to Section 3 (*Notices*) below.

d.   The contents of these Operating Procedures may be updated periodically, possibly in different formats. The most current version of these Operating Procedures, as well as Important Notices that address the contents of these Operating Procedures and Applicable Publications, will be made available by the Company to Users from time to time in accordance with "Notices" below. Each User agrees to use the System and Services in accordance with the most recent version of such Operating Procedures and Applicable Publications made available by the Company from time to time. The Company will not be responsible for losses, costs or expenses arising from any failure of Users to follow the Company's most current Operating Procedures and/or Applicable Publications. Continued use of the Services will indicate each User's

acceptance of such Operating Procedures and Applicable Publication terms as updated from time to time. Users may direct inquiries about these Operating Procedures to DTCC Data Repository (Ireland) plc, 23 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, Attention: General Counsel's Office, or to gcocontractnotices@dtcc.com or to such other email address as the Company shall indicate Users from time to time.

e.   Each User waives any claim that it may have against the Company or any other person with respect to a business decision by such other person not to commence using the System or to terminate use of the System.

3.   Notices

The Company will provide 10 business days' (in the jurisdiction whose law governs the Operating Procedures and the User Agreement) prior notice to each User of any material modification, amendment or supplement to these Operating Procedures and any Applicable Publication. Any such modification, amendment or supplement shall have been approved by the Board of Directors of the Company, any successor oversight body, or, in either case, its designee(s) (the "DDRIE Board"). Any such notice, together with any Important Notice and any other notice from the Company to a User under these Procedures or under any agreement between the Company and a User, shall be sufficiently served on such User if the notice is electronically made available or transmitted to such User by any means normally employed by the Company for the delivery of electronic communications to such User. Any such notice to a User, if made available or transmitted electronically, shall be deemed to have been given, respectively, at the time of availability or transmission, as recorded in the Company's systems. Alternatively, any such notice shall be sufficiently served on such User if it is in writing and delivered or mailed to the address most recently provided by such User to the Company in writing as being applicable for such purpose and. any such notice to a User, if delivered or mailed in writing, shall be deemed to have been given three business days after such notice is mailed by prepaid certified or registered mail. Any notice from a User (unless otherwise specified in such agreement or Applicable Publication) to the Company, including any notice under any agreement between the Company and such User, shall be sufficiently served on the Company if the notice is in writing and delivered to the Company at DTCC Data Repository (Ireland) plc, 23 Shelbourne Road, Ballsbridge, Dublin 4, Ireland, Attention: General Counsel's Office, or at gcocontractnotices@dtcc.com or to such other email address as the Company shall notify Users from time to time. Any notice to the Company shall be deemed to have been given when received by the Company at the address specified above.

4.   Provision and Use of the Services

a.   The Company shall retain exclusive control over the Services and the System through which they are provided. Each User is solely responsible for any equipment and software necessary for such User to access and use the System. Each User agrees that the System may not be used by any person in any jurisdiction where the Operating Procedures or use of the System would be contrary to any Applicable Law. Each User agrees that its access to and use of the Services and the System, and any activity that such User undertakes in connection therewith will at all times comply with Applicable Law. Each User that is a regulated entity agrees with the Company that such User will be solely responsible for complying with all requirements under Applicable Law with respect to record keeping and the maintenance of its books and records, and the Company makes no representation that the System will satisfy such requirements.

b.   The Principal User (as defined in Section 12 (*Principal Users*) below) will pay to the Company, on behalf of itself and each member of its Family, such fees and charges for use of the Services as shall be specified from time to time in the relevant appendices to these Operating Procedures.

c.   If a User has, or has an affiliate that has, a daily money settlement account at The Depository Trust Company ("DTC"), such User hereby agrees on behalf of itself or such affiliate that all such fees and charges shall be paid on a monthly basis through such a daily money settlement account in such manner as determined by the Company from time to time. The Company may from time to time make alternate forms of payment available to such User. If a User does not have, or does not have an affiliate that has, a daily money settlement account at DTC, the Company shall specify alternate forms of payment to such User. Such an alternate form of payment may include, for a User that has, or has an affiliate that has, a money settlement account at another subsidiary of The Depository Trust & Clearing Corporation, a payment through such money settlement account.

d.   Each User, or in the case of a User that is a Third Party Submitter, a party to the transaction, agrees not to utilize the Services or Systems in a manner that would violate sanction laws and regulations of the European Union, the United States, United Nations or other relevant Jurisdictions, to the extent applicable under the laws of User's, or in the case of a User that is a Third Party Submitter, a party to the transaction, place of incorporation and business headquarters.

5.   Access to the System and Security

Each User agrees with the Company to abide by all security procedures specified by the Company to such User in the Applicable Publications and will take reasonable steps to maintain the confidentiality and integrity of such security procedures. Each User will develop, implement and maintain a comprehensive information security program reasonably designed to protect its information systems and any Services or Systems that is consistent with applicable privacy and information security laws ("Information Security Program"). Such Information Security Program shall be documented in writing, meet current industry standards and include appropriate administrative, technical and physical safeguards. Users must not intentionally or negligently introduce or enable the introduction of malicious code or any unauthorized code into the System or any of the Company's networks, devices or cloud environments. This includes actions that compromise system integrity, data security, or operational resilience. Each User agrees with the Company that it is responsible for preventing unauthorized access to, submission of any data to or removal of any data from the System, whether by its own personnel and by third parties. Each User will notify the Company within two (2) hours of any actual or suspected: (i) unauthorized access to the System; or (ii) cyber or system security events involving or impacting such User. Such notice shall be sent to TVA@dtcc.com and shall include: (i) all known details of the actual or suspected unauthorized access/event; and (ii) a list of contacts who are authorized to act on behalf of the User, with corresponding primary email addresses and phone numbers and alternate email addresses and phone numbers that are external to the User's systems. The Company shall comply with its then current Information Security Program.

6.   Representation and Warranties

By using the System and the Services, each User represents and warrants on a continuing basis that (a) it has the power and authority to enter into and perform its obligations under these Operating Procedures and its User Agreement, (b) these Operating Procedures and its User Agreement constitute valid, binding and enforceable obligations of such User, (c) such User's access to and use of the System and the Services does not and will not violate any Applicable Law and (d) access to the System will be limited to authorized personnel who will be using the System within the scope of their employment and solely for such User's or its Family's business purposes. The Company represents and warrants on a continuing basis that (i) it has the power and authority to enter into and perform its obligations under these Operating Procedures and

(ii) these Operating Procedures constitute valid, binding and enforceable obligations of the Company.

7.   Compliance with Applicable Law

Each User agrees with the Company that the Company and its affiliates may take or refrain from taking any action (including, without limitation, the disclosure of any information, including Confidential Information (as defined below), relating to such User or such User's use of the System and the Services) that the Company or its affiliates consider necessary or appropriate to comply with Applicable Law or with any subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, or to enable the Company and its affiliates to continue to provide the Services and the System to the Users. Neither the Company nor its affiliates, nor any of their respective officers, directors, employees or other representatives, will be liable to any User or any other person, including without limitation, any members, participants or users of a Third Party Submitter, as a result of taking or refraining from taking any such action.

8.   Confidential Information and Use of Data

a.   The Company and User agree that each will treat as confidential (both during and after the termination of a User's access to the System) all Confidential Information. "Confidential Information" shall mean (i) with respect to the Company, transaction data specified in Records received by the Company and any data, reports, summaries or payment amounts which may be produced as a result of processing such transaction data, and (ii) with respect to any User, the technical specifications of the System and any document or communication marked or indicated as "Confidential" by the Company. Except as otherwise expressly provided herein, neither the Company nor a User will transfer or disclose Confidential Information to any third party (other than any member of such User's Family, a counterparty to the relevant transaction described in such Confidential Information or, in the case of a User that is a Third Party Submitter, a party to the relevant transaction described in such Confidential Information) or use such Confidential Information except as expressly contemplated under these Operating Procedures and the Applicable Publications or, in the case of the Company, as reasonably deemed necessary by the Company to provide the Services or the System in connection with the operation of such service. In addition, the Company authorizes the disclosure of Confidential Information to vendors, agents or professional advisors of a User as needed to permit such vendors, agents or professional advisors to assist such User in its use of the System or the Services, provided that (i) the User has agreements in place with such vendors, agents or professional advisors imposing confidentiality obligations no less strict than those set out in these Operating Procedures; (ii) the User informs such vendors, agents or professional advisors of the confidential nature of the information to be shared with them; (iii) the User ensures that such vendors, agents or professional advisors keep the information they receive confidential; and (iv) the User remains liable for any breaches of the confidentiality obligations set out in the Operating Procedures committed by such vendors, agents or professional advisors. Confidential Information will not include (A) in the case of Confidential Information maintained by the Company, Confidential Information relating to a User that such User, or in the case of a User that is a Third Party Submitter, Confidential Information relating to a party to the transaction submitted that such party, has requested in writing that the Company release, and that the Company has agreed, on conditions determined by the Company in its discretion (including, without limitation, obtaining consent from other affected Users or from the parties to the transaction itself), to release, (B) information that is, or becomes, known to the public other than through a breach by a User or the Company of these Operating Procedures, (C) information that is rightfully received by a User or the Company from a third party

entitled to disclose it, or (D) information that is independently developed by a User or the Company without reference to such party's Confidential Information. In addition, a User may disclose Confidential Information to the extent required by Applicable Law, including, without limitation, as required by subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, but such disclosure shall be only to the extent and only for so long as necessary to comply with such Applicable Law. To the extent legally permitted, the applicable User will provide the Company with prior notice of such disclosure.

b.   Notwithstanding the foregoing, nothing herein shall prevent the Company or its affiliates from releasing or disclosing data to others, including the sale of such data, to the extent permitted by Applicable Law (save where such disclosure or sale is expressly excluded in an Appendix to these Operating Procedures in respect of data reported pursuant to the Appendix or where the Appendix places additional conditions on either party that must be satisfied prior to the disclosure), provided that such data (i) shall be in a form that does not reveal, directly or indirectly, proprietary or confidential, financial, operational or trading data of a particular User or inappropriately arranged groups of Users (including, but not limited to, Users or groups of Users designated by size, market share, degree of use of the Service, or other similar indicator that may indicate the identity of a User or User group) or, in the case of a Third Party Submitter, parties to the transactions submitted, or (ii) shall consist of a compilation of aggregated anonymized historical data (except the Company shall have the right to disclose to a Third Party Submitter data relating to transactions submitted by such Third Party Submitter), subject to Applicable Law. Notwithstanding anything else contained in this Section 8, but subject to any specific provisions set forth in an appendix to the Operating Procedures for a particular Service, the Company may (A) publicly disclose, and/or disclose to regulators, information relating to aggregate positions and transaction activity and other aggregate data, including information relating to position and transaction activity and other data of broad categories of Users (or, in the case of a User that is a Third Party Submitter, members, participants or users thereof) so long as such categories of Users (or such members, participants or users) are sufficiently populous so that individual Users' (or such members' participants' or users') positions and transaction activity and other data cannot be determined; (B) provide to regulators an individual User's (or party's) position and transaction activity information and other data, so long as such User has granted access thereto to such regulator in a manner to be specified by the Company; and (C) publicly disclose, and/or disclose to regulators, anonymous data based on aggregates, such as averages, means, etc. and (D) disclose any Users data or other information to any third party pursuant to the instructions of a User. Subject to Applicable Law, each User will supply the Company with all information reasonably requested by the Company that concerns such User and such User's Family and related to such User's and such User's Family's use of the System or the Services or that is reasonably and in good faith deemed by the Company to be necessary in connection with the Company's obligations under Applicable Law. Where a User submits data on behalf of a counterparty to a particular transaction who is not a User, the Company is entitled to regard the instructions from, or consent of, the submitting User as a valid instruction or consent from the other non-User counterparty. The submitting User represents and warrants that it has valid authority to issue such instruction or consent and will fully indemnify the Company for all losses that arise if this is not the case.

c.   Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record (i) such User's and such User's Family's use of the System or the Services and (ii) telephone conversations with such User and such User's Family concerning the System or the Services. Nothing in these Operating Procedures shall prevent the Company from disclosing Confidential Information, as

reasonably deemed necessary by the Company, to DTCC Deriv/SERV LLC or one or more of its wholly owned subsidiaries, to provide the System or in connection with the operation of any trade repository or warehouse (or similar service). Company shall be responsible for the use of the Confidential Information by Company's employees, DTCC Deriv/SERV LLC and any subsidiaries to whom Confidential Information is disclosed under this Section 8. Without limiting any other provision of the Operating Procedures, each User consents to the preparation and disclosure of reports with respect to its Records which have been based on its Records pursuant to and subject to the limitations set forth in the appendices. Each User agrees that the Company shall not be responsible for any use (or non-use) of a report by a Designated Regulator (or any person to which a Designated Regulator may disclose such report), or any consequences thereof.

9. **Limitation of Liability and Disclaimer**

a. The Company will have no responsibility or liability for a Record submitted by any User that is improperly formatted or contains data elements not conforming to the applicable Record Description. While the Company may inform a User of such improperly formatted or nonconforming data elements, the Company shall have no obligation to inform any User of such problems and the Company's failure to so inform a User shall in no way signify that the Record was properly formatted and is conforming. The Company shall have no responsibility for ensuring that any Record submitted conforms in form and substance to the applicable Record Description.

b. The Company will have no responsibility or liability for the completeness or accuracy of any transaction data it receives from or on behalf of any User or provides to any regulator or publishes or for the successful completion of any transaction covered by any Record. The Company in no event guarantees that any party to a transaction covered by any Record will fulfill its obligations to the other party or parties to such transaction.

c. The Company shall not be responsible for a User's, Service Provider's or Third Party Submitter's failure to properly and accurately submit transaction data in a timely fashion in accordance with an appendix and the Operating Procedures, or for any consequences thereof (regulatory or otherwise). The Company will not be responsible for confirming or verifying any such information (except to the extent of any validation procedures adopted by the Company hereunder), and will base any reports solely on the information provided by or on behalf of Users.

d. The Services and the System are provided "as is". Except as provided for in Section 6 (*Representations and Warranties*) above, the Company and its affiliates do not make any representation or warranty, express or implied, as to the Services, the System or any other matter. Each User hereby waives any implied warranty or similar protection under any Applicable Law that may be claimed to apply to the Services or the System. The Company does not warrant that any method of accessing the System is secure and will have no liability in connection with a User's method of accessing the System.

e. The Company will not be liable to any User, or in the case of a User that is a Third Party Submitter, any member, participant or user of such Third Party Submitter, for any loss or damage of any kind directly or indirectly arising out of or related to such User's or such User's Family's participation in the Services or the System, including, without limitation, any loss or damage arising out of or related to any failure of information available on or through the System to be free of error and up-to-date, failure of the System to be free of viruses or failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures set forth in the

Applicable Publications, except, in each case, to the extent that such loss or damage results from the Company's negligence or willful misconduct; provided, however, that if such loss or damage does not arise from the Company's gross negligence or willful misconduct (i.e., arises from simple negligence), the liability of the Company to any User shall be limited to an amount equal to the highest fees paid by such User to the Company during any one complete calendar month in the immediately preceding 12-calendar month period (the "Fee Limit"). Each User agrees to, and shall, defend and indemnify each of the Company and each of its employees, officers, directors, shareholders, agents and professional advisors (each, an "Indemnified Person") from and against all reasonable losses, liabilities, damages, judgments, settlements, fines, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and disbursements and the expenses of enforcing this provision) (collectively, "Losses") that such Indemnified Person may incur directly arising out of or directly relating to the acts or omissions of such User's or such User's Family's participation or failure to participate (for itself or on behalf of others) in the Services or the System, any unauthorized access to the System through such User's interface with the System or any other matter directly relating to such User that is not the responsibility of the Company hereunder, except in each case to the extent that such Losses arise out of or relate to the Company's negligence or willful misconduct; provided, however, that to the extent such Losses result from the Company's simple negligence (as opposed to gross negligence or willful misconduct), such limitation on a User's indemnity obligation shall be no greater than the amount of the Fee Limit.

f.   In no event shall the Company be liable for any indirect, consequential, special, exemplary, incidental, or punitive damages.

g.   The parties acknowledge that these limitations are reasonable given the nature of the service and the relationship between the User and the Company.

10.   Governing Law; Submission to Jurisdiction; Waiver of Jury Trial

a.   These Operating Procedures shall be governed by and construed in accordance with the law of the jurisdiction set out in the User Agreement without giving effect to the conflict of law principles thereof.

b.   EACH OF THE COMPANY AND EACH USER IRREVOCABLY AND UNCONDITIONALLY (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS SET OUT IN THE USER AGREEMENT AND ANY APPELLATE COURT FROM ANY SUCH COURT, FOR THE PURPOSE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE ITS OBLIGATIONS HEREUNDER OR ARISING OUT OF OR RELATING IN ANY WAY TO THESE OPERATING PROCEDURES, OR ANY NON-CONTRACTUAL CLAIM ARISING OUT OF IT AND (II) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH ACTION, SUIT OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY.

c.   EACH OF THE COMPANY AND EACH USER HEREBY IRREVOCABLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE OPERATING PROCEDURES.

The provisions of these Operating Procedures and the User Agreement are intended solely for the benefit of the Parties and it is not the intention of the Parties to confer any rights on any third party. No third party shall have any right to enforce the terms of these Operating Procedures and the User Agreement, and any third party rights that may arise are excluded to the maximum extent permitted by law.

11. Signatures

The Company may, at its option, in lieu of relying on an original signature, rely on a signature as if it were (and the signature shall be considered and have the same effect as) a valid and binding original signature in the following circumstances if such signature is transmitted, recorded or stored by any electronic, optical, or similar means (including but not limited to telecopy, imaging, xeroxing, electronic mail, electronic data interchange, telegram, or telex)

12. Principal Users

Notwithstanding any provisions of the DTCC Data Repository (Ireland) plc User Agreement or these Operating Procedures, as may be amended from time to time:

a. the User Agreement and Operating procedures shall be an agreement solely between the Company and the User which entered into the User Agreement in the role/capacity of principal user as set out in the User Agreement on pages 1 and 2 (as applicable) of the User Agreement (the "Principal User");

b. the User Agreement and Operating Procedures shall not constitute a separate agreement between any User (other than the Principal User) and the Company;

c. the Principal User agrees to ensure that each of the Users in the Principal User's Family (each a "Principal User Family Member") comply with the terms and conditions of the Operating Procedures and will be liable for any breach of such terms and conditions by any Principal User Family Member in connection with such Principal User Family Member's use of or access to the System under the User Agreement;

d. the Principal User will indemnify the Company for any Losses directly arising out of, or directly related to, a breach of the Operating Procedures by any Principal User Family Member in connection with such Principal User Family Member's use of or access to the System under the User Agreement; and

e. subject to the provisions of this Section, the definition of "User" as used elsewhere in the Operating Procedures and Appendices shall include the Principal User unless specifically excluded.

13. Super Access Coordinators

Users are required to maintain at least two (2) Super Access Coordinators ("SuperACs") on the System with the correct contact information. SuperACs are responsible for providing access to other individuals (referred to as "Access Coordinators" or "ACs") who are eligible to access the System and use the Service on behalf the User. SuperACs are also responsible for removing access for any individuals who should no longer access the System on behalf of the User. Company may contact a User's SuperACs or ACs with urgent and/or important information regarding the System, the Service or the User. SuperACs and ACs have the responsibility to share all information provided by the Company with any relevant parties within the User's organization. Failure on the part of the User to maintain at least two SuperACs with up-to-date information or failure by the User's SuperACs to maintain up-to-date information about ACs may impair the Company's ability to transmit or communicate urgent or important information

to the User. In such case, the Company shall have no liability whatsoever for User's actions or omissions that result directly or indirectly from having not received any such urgent or important information.

EMIR REPORTING SERVICE APPENDIX[1]

I.   INTRODUCTION

The DTCC Data Repository (Ireland) plc Trade Repository's (the "Trade Repository") EMIR Reporting Service is implemented and maintained by the Company as a repository for records submitted by or on behalf of Users from time to time ("Records") with respect to one or more categories or types of derivatives transactions ("Derivatives Transactions") or the status thereof or events with respect thereto, in each case as may be specified by the Company, and as a source for generation of reports ("Reports") relating to such transactions to Users and regulatory or supervisory authorities as specified by EU EMIR from time to time. All Records for Derivatives Transactions included or to be included in the Trade Repository for the purposes of the EMIR Reporting Service from time to time and the related Reports shall be subject to the provisions set forth in this Appendix and the Company's Applicable Publications, each as may be amended from time to time. The EMIR Reporting Service will be deemed a Service for purposes of the DTCC Data Repository (Ireland) plc Operating Procedures (the "Operating Procedures"); provided that in the event of any conflict between this Appendix and any other provision of the Operating Procedures (or the appendices thereto) in connection with a Derivatives Transaction (and related records) included or to be included in the Trade Repository for the purposes of the EMIR Reporting Service, this Appendix shall govern. As used in this Appendix, a "User" means a User of the EMIR Reporting Service.

The Company and the Users will agree through appropriate User working groups as to the form and content of Records and related Reports, the applicable Reporting Period and Submission Deadlines (and amendments or modifications to the foregoing) for particular types of Derivative Transactions, to facilitate compliance by Users with the applicable legal and regulatory requirements and industry commitments applicable to Users.

The User shall pay to the Company such fees and charges for the EMIR Reporting Service as shall be specified from time to time in the EMIR Fee Schedule.

The Service shall commence on a date to be specified after the Company is authorized by European Securities and Markets Authority ("ESMA") to provide the Service.

II.   DERIVATIVES TRANSACTIONS

Derivatives Transactions will include the following over-the-counter derivative asset classes: equity derivatives ("Equity Derivatives"), interest rate derivatives ("Interest Rate Derivatives"), credit derivatives ("Credit Derivatives"), foreign exchange derivatives ("FX Derivatives"), commodity derivatives ("Commodity Derivatives") and all exchange traded derivatives ("Exchange Traded Derivatives") as well as other derivative transactions, in each case of a type specified by the Company from time to time through Applicable Publications or by Important Notice.

III. SUBMISSION OF RECORDS

The Company shall specify in these Operating Procedures or by Important Notice or Applicable Publications the information required or permitted to be included in Records for transactions of a particular type and the manner in which Records may be submitted. The Company may establish different types of Records for different types of Derivatives Transactions and related

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[1]   This service covers submission of derivative transactions to the Trade Repository pursuant to Regulation (EU) 648/2012 on OTC derivatives, central counterparties and trade repositories ("EMIR").

statuses or events.

The Company may enter into arrangements with one or more persons ("Third Party Submitters") that are confirmation platforms, swap execution facilities or derivatives clearing organizations, or data providers expressly authorized by the User (or similar) that will be permitted to submit Records for Derivative Transactions on behalf of other Users. The Company may require a User to provide written authorization, in the standard form required by the Company, for Third Party Submitters to submit Records on its behalf. The Company may disclose Confidential Information to Third Party Submitters as necessary to validate information in Records or otherwise provide the Services. A User may choose whether or not to authorize a Third Party Submitter and such authorization shall be specific and may be revoked at User's request by terminating an existing authorization in the standard form required by the Company.

The Company may also designate that certain Third Party Submitters may submit Records on behalf of Users and other non-User persons that are party to the transactions described in Records ("Other Identified Parties"), without specific authorization by such Users or Other Identified Parties, subject to any terms (including as to authentication or trusted source procedures) set forth in Applicable Publications. The Company shall have no obligation or liability to Other Identified Parties named in a Record submitted to the Company other than to maintain such Record and provide reporting with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and reported by the Company as provided herein and fully indemnify the Company from any and all losses it suffers in the event it transpires that representation is inaccurate.

Without limiting the foregoing, Records may be submitted by, or on behalf of a User, with respect to a particular periodic reporting period (the "Reporting Period"). The Reporting Period for all Derivative Transactions is based on EMIR. The Company will inform Users of any scheduled downtime affecting one or more Reporting Periods.

Data contained in Records will be subject to validation in accordance with the validation rules specified by the Company from time to time through Applicable Publication or Important Notice, which may vary by type of Derivative Transaction, provided that (i) validation will be promptly done by the Company, and (ii) the submitting User will be informed promptly of the results of any such validation. The Company may also specify rules from time to time through Applicable Publication or Important Notice, if not specified herein, to address conflicting Records related to the same Derivative Transaction, including conflicts between Records submitted by a Service Provider (as defined below) or Third Party Submitter and a User in respect of the same Derivative Transaction.

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted.

The Company will apply the submission deadline set out in EMIR (the "Submission Deadline") for a Reporting Period by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, will not be included in the generation of Reports for that Reporting Period. The Company will inform Users of any scheduled changes to the Submission

Deadline.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Repository Records on behalf of a User (in each case in the standard form required by the Company for written authorization). The Company may establish authorization and/or authentication procedures in connection therewith. A User may choose whether or not to authorize a particular Service Provider and such authorization shall be specific and may be revoked at User's request by terminating an existing authorization in the standard form required by the Company.

Regardless of any provisions to the contrary elsewhere in these Operating Procedures, if the User has authorized a Third Party Submitter or other Service Provider to submit Records for Derivative Transactions on its behalf, then the User agrees that for all purposes under the Operating Procedures, Records that are submitted to the Services as provided in the Operating Procedures and that indicate the User as the submitting party shall be conclusively presumed to have been duly authorized by the User whenever such records are determined to have been submitted through Computer-to-Computer Links established with the Third Party Submitter. The Repository shall have no liability for any failure of the Third Party Submitter to submit correct Records to the Services, or otherwise to properly use their Systems, regardless of if such submission is through Computer-to-Computer Links or the Web Portal. Each User hereby agrees and consents that other Users (and Service Providers and Third Party Submitters acting on their behalf) may use identifiers provided by the Company as agreed with each User for the purpose of identifying such User and its role in Derivative Transactions in Records submitted by or on behalf of such other Users to the Company and used in generating Reports (as described below). For purposes of each category of Derivatives Transaction the identifier shall be as agreed with the appropriate User working group. The Company may from time to time make available to Users a list of other Users for purposes of submission of Records. The Company will provide a functionality pursuant to which a User (or Service Provider or Third Party Submitter acting on its behalf) submitting a Record for a Derivative Transaction with a counterparty that is not a User may, subject to regulatory requirements applicable to Users, mask or exclude the identity of such counterparty in the Record.

IV. REPORTS

The Company will prepare Reports based on Records on a periodic basis with respect to each Reporting Period in accordance with EMIR. The Company may also prepare additional types of Reports beyond those required by EMIR for Users in its sole discretion. Reports may be prepared (i) on an aggregate basis for all Users ("Aggregate Users Reports") and/or (ii) on a submitting User basis reflecting data from Records submitted by or on behalf of such User (a "User Report"). Aggregate Users Reports and User Reports may have subcategories for product type, counterparty and other relevant categories and may be determined on a transaction or position level basis.

Each User will have access to its User Reports reflecting Records submitted by or on behalf of such User as well as the Aggregate Users Reports.

The Company will not:

(a)   make available, disclose or give access to Records submitted by a User to another User;

(b)   notwithstanding (a), make available, disclose or give access to Records submitted by a Service Provider or Third Party Submitters for the benefit of two Users to any User other than those Users who are parties to that transaction;

(c)   without limiting the provisions of these Operating Procedures (including but not

limited to Sections 7 (*Compliance with Applicable Law*) and 8 (*Confidential Information and Use of Data*) of the Important Legal Information section of the Operating Procedures), make available, disclose or give access to User Reports to another User; and

(d)   make commercial use of the data without the consent of the relevant counterparties, and that such consent will be explicit, optional and revocable on receipt of reasonable prior notice. Users can request a standard form to revoke their consent from the Company.

The Company further agrees that, except as provided herein, access to the System, Records and User Reports related to the provision of the Service is limited to those Company employees (and those of its affiliates) or third party service providers, subject to confidentiality obligations equivalent to those set out herein, who have a need to know. Except as otherwise provided in or contemplated by these Operating Procedures, the Company shall be bound by the confidentiality obligations set forth in the Operating Procedures with respect to Records and Reports. User acknowledges that Company's ability to disclose in accordance with Section 8 (*Confidential Information and Use of Data*) of the Operating Procedures Confidential Information to DTCC Deriv/SERV LLC, or one or more of its wholly owned subsidiaries, (which may be outside the European Union) is essential to provide the EMIR Reporting Service.

In accordance with Article 80 of Regulation (EU) 648/2012 on OTC derivatives, central counterparties and trade repositories, as may be amended, supplemented or superseded from time to time, the Company shall not grant a natural person who has a close link with the Company or a legal person with a parent undertaking or a subsidiary relationship with the Company the right to use the Confidential Information contained within Records for commercial purposes.

Notwithstanding the provisions of this Appendix, with respect to each category of Derivatives Transactions, the Company shall announce (after agreement with the appropriate User working group) by Important Notice the date on which reporting to regulators pursuant to these provisions shall begin.

V.   CERTAIN LEGAL MATTERS

Records are not intended to constitute confirmations or other legal documentation and accordingly will not affect the legal status (if any) in any respect of a transaction described (or purported to be described) therein. The Company will not perform matching, post-trade processing or any calculations or determinations with respect to Records (except for the preparation of Reports) nor will it provide any investment advice to Users. The Company does not advise on the suitability or merits of any Derivatives Transactions. The Company will not deal in any investments, whether as agent or principal, in relation to Derivatives Transactions and is solely engaged in the maintenance of Records relating to Derivatives Transactions between third parties.

In the event the Company determines that it will cease to provide any of the services set out herein, it will provide Users with reasonable notice (in the case of Exchange Traded Derivatives, such notice to be in writing and not less than six (6) months in advance of any cessation) and make available such information and data as necessary to assist the Users in continuing to meet their regulatory obligations following termination of the service.

SECURITIES FINANCING TRANSACTIONS REGULATION REPORTING SERVICE APPENDIX [2]

I.   INTRODUCTION

The DTCC Data Repository (Ireland) plc Trade Repository's (the "Trade Repository" or the "Company") Securities Financing Transactions Regulation Reporting Service is implemented and maintained by the Company as a repository for records submitted by or on behalf of Users from time to time ("Records") with respect to one or more categories or types of securities financing transactions ("Transactions") or the status thereof or events with respect thereto, in each case as may be specified by the Company, and as a source for generation of reports ("Reports") relating to such Transactions to Users and regulatory or supervisory authorities as specified by SFTR from time to time. All Records for Transactions included or to be included in the Trade Repository for the purposes of the Securities Financing Transactions Regulation Reporting Service from time to time and the related Reports shall be subject to the provisions set forth in this Appendix and the Company's Applicable Publications, each as may be amended from time to time. The Securities Financing Transactions Reporting Service will be deemed a Service for purposes of the DTCC Data Repository (Ireland) plc Operating Procedures (the "Operating Procedures"); provided that in the event of any conflict between this Appendix and any other provision of the Operating Procedures (or the appendices thereto) in connection with a Transaction (and related records) included or to be included in the Trade Repository for the purposes of the Securities Financing Transactions Reporting Service, this Appendix shall govern. As used in this Appendix, a "User" means a User of the Securities Financing Transactions Regulation Reporting Service.

The Company and the Users will agree through appropriate User working groups as to the form and content of Records and related Reports, the applicable Reporting Period and Submission Deadlines (and amendments or modifications to the foregoing) for particular types of Transactions, to facilitate compliance by Users with the applicable legal and regulatory requirements and industry commitments applicable to Users.

The User shall pay to the Company such fees and charges for the Securities Financing Transactions Reporting Service as shall be specified from time to time in the Securities Financing Transactions Reporting Service Fee Schedule.

The Service shall commence on a date to be specified after the Company is authorized by the European Securities and Markets Agency ("ESMA") to provide the Service.

II.   TRANSACTIONS

Transactions will include all securities financing transactions defined in Article 3 of the Regulation (EU) 2015/2365 on reporting and transparency of securities financing transactions as well as other transactions, in each case of a type specified by the Company from time to time through Applicable Publications or by Important Notice.

III.   SUBMISSION OF RECORDS

The Company shall specify in these Operating Procedures or by Important Notice or Applicable Publications the information required or permitted to be included in Records for transactions of a particular type and the manner in which Records may be submitted. The Company may

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[2]   This service covers submission of transactions to the Trade Repository pursuant to Regulation (EU) 2015/2365 on transparency of securities financing transactions and of reuse ("SFTR").

establish different types of Records for different types of Transactions and related statuses or events.

The Company may enter into arrangements with one or more persons ("Third Party Submitters") that are confirmation platforms, execution facilities, clearing organizations or data providers (or similar) expressly authorized by the User that will be permitted to submit Records for Transactions on behalf of other Users. The Company may require a User to provide written authorization, in the standard form required by the Company, for Third Party Submitters to submit Records on its behalf. The Company may disclose Confidential Information to Third Party Submitters as necessary to validate information in Records or otherwise provide the Service. A User may choose whether or not to authorize a Third Party Submitter and such authorization shall be specific and may be revoked at User's request by terminating an existing authorization in the standard form required by the Company.

The Company may also designate that certain Third Party Submitters may submit Records on behalf of Users and other non-User persons that are party to the transactions described in Records ("Other Identified Parties"), without specific authorization by such Users or Other Identified Parties, subject to any terms (including as to authentication or trusted source procedures) set forth in Applicable Publications. The Company shall have no obligation or liability to Other Identified Parties named in a Record submitted to the Company other than to maintain such Record and provide reporting with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and reported by the Company as provided herein and fully indemnify the Company from any and all losses it suffers in the event it transpires that representation is inaccurate.

Without limiting the foregoing, Records may be submitted by, or on behalf of a User, with respect to a particular periodic reporting period (the "Reporting Period"). The Reporting Period for all Transactions is based on SFTR.. The Company will inform Users of any scheduled downtime affecting one or more Reporting Periods.

Data contained in Records will be subject to validation in accordance with the validation rules specified by the Company from time to time through Applicable Publication or Important Notice, which may vary by type of Transaction, provided that (i) validation will be promptly done by the Company, (ii) the submitting User will be informed promptly of the results of any such validation, and (iii) the Company will not share the results of any validation with any person or entity (including any Designated Regulator) other than the relevant User except where SFTR, the Regulatory Technical Standards, the Implementing Technical Standards or guidance from ESMA provide for this to be shared with other parties. The Company may also specify rules from time to time through Applicable Publication or Important Notice, if not specified herein, to address conflicting Records related to the same Transaction, including conflicts between Records submitted by a Service Provider (as defined below) or Third Party Submitter and a User in respect of the same Transaction, provided that Company (i) will promptly notify the relevant User of any such conflict in reasonable detail and (ii) will not share such information with any person or entity other than the relevant User and its Service Provider or Third Party Submitter.

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted.

The Company will apply the submission deadline set out in SFTR (the "Submission Deadline")

for a Reporting Period by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, will not be included in the generation of Reports for that Reporting Period. The Company will inform Users of any scheduled changes to the Submission Deadline.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Repository Records on behalf of a User (in each case in the standard form required by the Company for written authorization). The Company may establish authorization and/or authentication procedures in connection therewith. A User may choose whether or not to authorize a particular Service Provider and such authorization shall be specific and may be revoked at User's request by terminating an existing authorization in the standard form required by the Company.

Regardless of any provisions to the contrary elsewhere in these Operating Procedures, if the User has authorized a Third Party Submitter or other Service Provider to submit Records for Transactions on its behalf, then the User agrees that for all purposes under the Operating Procedures, Records that are submitted to the Services as provided in the Operating Procedures and that indicate the User as the submitting party shall be conclusively presumed to have been duly authorized by the User whenever such records are determined to have been submitted through Computer-to-Computer Links established with the Third Party Submitter. The Repository shall have no liability for any failure of the Third Party Submitter to submit correct Records to the Services, or otherwise to properly use their Systems, regardless of if such submission is through Computer-to-Computer Links or the Web Portal.

Each User hereby agrees and consents that other Users (and Service Providers and Third Party Submitters acting on their behalf) may use identifiers provided by the Company as agreed with each User for the purpose of identifying such User and its role in Transactions in Records submitted by or on behalf of such other Users to the Company and used in generating Reports (as described below). For purposes of each category of Transaction the identifier shall be as agreed with the appropriate User working group. The Company may from time to time make available to Users a list of other Users for purposes of submission of Records. The Company will provide a functionality pursuant to which a User (or Service Provider or Third Party Submitter acting on its behalf) submitting a Record for a Transaction with a counterparty that is not a User may, subject to regulatory requirements applicable to Users, mask or exclude the identity of such counterparty in the Record.

IV.   REPORTS

The Company will prepare Reports based on Records on a periodic basis with respect to each Reporting Period in accordance with SFTR. The Company may also prepare additional types of Reports beyond those required by SFTR for Users in its sole discretion. Reports may be prepared (i) on an aggregate basis for all Users ("Aggregate Users Reports") and/or (ii) on a submitting User basis reflecting data from Records submitted by or on behalf of such User (a "User Report"). Aggregate Users Reports and User Reports may have subcategories for product type, counterparty and other relevant categories and may be determined on a transaction or position level basis.

Each User will have access to its User Reports reflecting Records submitted by or on behalf of such User as well as the Aggregate Users Reports.

The Company will not:

(a) make available, disclose or give access to Records submitted by a User to another User;

(b) notwithstanding (a), make available, disclose or give access to Records submitted by a Service Provider or Third Party Submitters for the benefit of two Users to any User other than those Users who are parties to that transaction;

(c) without limiting the provisions of these Operating Procedures (including but not limited to Sections 7 (*Compliance with Applicable Law*) and 8 (*Confidential Information and Use of Data*) of the Important Legal Information section of the Operating Procedures), make available, disclose or give access to User Reports to another User; and

(d) make commercial use of the data without the consent of the relevant counterparties, and that such consent will be explicit, optional and revocable on receipt of reasonable prior notice. Users can request a standard form to revoke their consent from the Company.

The Company further agrees that, except as provided herein, access to the System, Records and User Reports related to the provision of the Service is limited to those Company employees (and those of its affiliates) or third party service providers, subject to confidentiality obligations equivalent to those set out herein, who have a need to know. Except as otherwise provided in or contemplated by these Operating Procedures, the Company shall be bound by the confidentiality obligations set forth in the Operating Procedures with respect to Records and Reports. User acknowledges that Company's ability to disclose in accordance with Section 8 of the Operating Procedures (*Confidential Information and Use of Data*) Confidential Information to DTCC Deriv/SERV LLC, or one or more of its wholly owned subsidiaries, (which may be outside the UK or the European Union) is essential to provide the Service.

In accordance with Regulation (EU) 2015/2365, as may be amended, supplemented or superseded from time to time, the Company shall not grant a natural person who has a close link with the Company or a legal person with a parent undertaking or a subsidiary relationship with the Company the right to use the Confidential Information contained within Records for commercial purposes.

Notwithstanding the provisions of this Appendix, with respect to each category of Transactions, the Company shall announce (after agreement with the appropriate User working group) by Important Notice the date on which reporting to regulators pursuant to these provisions shall begin.

V. ACCESS VIA INTRODUCTORY SERVICE

The Trade Repository's Introductory Service (also referred to as the Intermediate Service where applicable), provides Users that have a secondary or "End Client" base, for whom they report trades to the Trade Repository on a delegated basis, the ability to provide these End Clients with direct access to certain limited services offered under the Service. Under this service there will be a direct contractual relationship between the Trade Repository and each End Client, and the User will provide operational assistance in putting this agreement in place. The services that the End Client may make use of are set out in the GTR Intermediate Service – Functional Description (as may be revised from time to time), which shall be considered an Applicable Publication as defined herein.

The User will be responsible for paying fees for their End Clients under the DDRIE SFTR Reporting Service - Introductory Fee Schedule. An account management fee is payable by the User for each End Client they act on behalf of. The account management fee is graduated depending on the number of End Clients the User acts for. The more End Clients the lower the annual membership fee applicable for the entire population of End Clients introduced by the Introducer (also referred to as the Intermediate). These fees shall be set out in the DDRIE SFTR Reporting Service – Introductory Fee Schedule, as may be revised from time to time. If there

are any variable reporting fees for submissions payable <u>these shall be charged in accordance with the DDRIE SFTR Reporting Service Fee Schedule</u> (as amended from time to time). The Trade Repository will issue a single consolidated invoice to the User representing all fees incurred for the entire population of End Clients that the User acts on behalf of. This invoice will be subject to the Trade Repository's standard payment terms.

For the avoidance of doubt the Trade Repository shall not be liable to the End Client for the any failures to provide the Intermediate Service and the Trade Repository's total liability in respect of the User and the End Client collectively shall be as specified in Section 9 of these Operating Procedures (*Limitations of Liability and Disclaimer*).

For the avoidance of doubt any information submitted pursuant to the Intermediate Service shall not be considered to be Confidential Information as between the User and the End Client that it pertains to, but shall be regarded as Confidential Information as between either the User or End Client and a third party, or between End Clients (even where such End Clients receive the service through the same User) and in such circumstance Section 8 of these Operating Procedures (*Confidential Information and Use of Data*) shall apply.

VI. CERTAIN LEGAL MATTERS

Records are not intended to constitute confirmations or other legal documentation and accordingly will not affect the legal status (if any) in any respect of a transaction described (or purported to be described) therein. The Company will not perform matching, post-trade processing or any calculations or determinations with respect to Records (except for the preparation of Reports) nor will it provide any investment advice to Users. The Company does not advise on the suitability or merits of any Transactions. The Company will not deal in any investments, whether as agent or principal, in relation to Transactions and is solely engaged in the maintenance of Records relating to Transactions between third parties.

In the event the Company determines that it will cease to provide any of the services set out herein, it will provide Users with reasonable notice and make available such information and data as necessary to assist the Users in continuing to meet their regulatory obligations following termination of the service.

FINFRAG TRADE REPORTING SERVICE APPENDIX[3]

I.   INTRODUCTION

The DTCC Data Repository (Ireland) plc's Trade Repository's (the "Trade Repository" or the "Company") FMIA Trade Reporting Service is provided for the purposes of the User's compliance with Articles 93 to 119 (inclusive) of the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015 ("FinfraG"). Users may request that the Company transmit records submitted by or on behalf of User from time to time ("Records") with respect to one or more categories or types of derivatives transactions ("Derivatives Transactions") or the status thereof or events with respect thereto, in each case as may be specified by the Company (the "Service"). All Records for Derivatives Transactions and any related Reports shall be subject to the provisions set forth in this Appendix and the Company's Applicable Publications, each as may be amended from time to time. The Service will be deemed a Service for purposes of the DTCC Data Repository (Ireland) plc Operating Procedures (the "Operating Procedures"); provided that in the event of any conflict between this Appendix and any other provision of the Operating Procedures (or the appendices thereto) in connection with a Derivatives Transaction (and related Records), this Appendix shall govern. As used in this Appendix, a "User" means a User of the Service.

Fees for this Service are set out in the FinfraG Trade Reporting Service Fee Schedule ("Fee Schedule").

II.   DERIVATIVES TRANSACTIONS

Derivatives Transactions will include transactions in financial instruments required to be reported under Articles 93 to 119 of FMIA, as may be amended or superseded from time to time, and may include other derivative transactions of a type specified by the Company from time to time through Important Notices or Applicable Publications.

III.   SUBMISSION OF RECORDS

The Company may specify in these Operating Procedures or by Important Notices or Applicable Publications the information required or permitted to be included in Records for transactions of a particular type and the manner in which Records may be submitted for transmission via the Service. The Company may establish different types of Records for different types of Derivatives Transactions and related statuses or events.

The Company may enter into arrangements with one or more persons ("Third Party Submitters") that are swap execution facilities, derivatives clearing organizations or nominated agents (or similar) that will be permitted to submit Records for Derivative Transactions on behalf of other Users for transmission via the Service. The Company may require a User to provide authorization, in a form and manner to be specified by the Company, for Third Party Submitters to submit Records on its behalf. The Company may disclose User's Confidential Information to User's Third Party Submitters as necessary to validate information in Records or otherwise provide the Service.

The Company may also designate that certain Third Party Submitters may submit Records on behalf of Users and other non-User persons that are party to the transactions described in

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[3]   This service covers submission of transactions to the Trade Repository pursuant to the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015, as amended from time to time.

Records ("Other Identified Parties"), without specific authorization by such Users or Other Identified Parties, subject to any terms (including as to authentication or trusted source procedures) set forth in Applicable Publications. The Company shall have no obligation or liability to Other Identified Parties named in a Record submitted to the Company other than to maintain such Record and provide the Service with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and transmitted by the Company as provided herein.

Data contained in Records may be subject to validation in accordance with the validation rules specified by the Company from time to time through Important Notices or Applicable Publications, which may vary by type of Derivative Transaction. The Company may also specify rules from time to time through Important Notices or Applicable Publications, if not specified herein, to address conflicting Records related to the same Derivative Transaction, including conflicts between Records submitted by a Service Provider (as defined below) or Third Party Submitter and a User in respect of the same Derivative Transaction, provided that Company (i) will promptly notify the relevant User of any such conflict in reasonable detail and (ii) will not share such information with any person or entity other than the relevant User and its Service Provider or Third Party Submitter.

Records will only be accepted by the Company if they are in the required format and contain the required data elements.

The Company may establish from time to time through Important Notices or Applicable Publications a reasonable submission deadline (the "Submission Deadline") by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). The Company will inform Users of any scheduled changes to the Submission Deadline.

The Company may establish procedures, including by Applicable Publications, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Records on behalf of a User (in each case as agreed in writing by such User). The Company may establish authorization and/or authentication procedures in connection therewith.

IV.   GOVERINING LAW & JURISDICTION

A User may elect by submitting a notice to the Company in a form prescribed by the Company for the User Agreement, Operating Procedure and this Appendix to be governed by the laws of England Wales in respect of the provision of the Service only and for any dispute between the parties in respect of the Service only in relation to User Agreement, Operating Procedures and Appendix, or any non-contractual obligations arising out of the same, to be subject to the exclusive jurisdiction of the English courts without regard to the conflicts of laws provisions thereof. To the extent this provision conflicts with the User Agreement, Operating Procedure or any other Appendix thereof, this Appendix shall prevail. A User may only make the election once during the provision of the services and the governing law and jurisdiction shall then apply until the termination of the Service by the User. The Notice shall be applicable to all Users in the Family in respect of the Service.

V.   CERTAIN LEGAL MATTERS

Records are not intended to constitute confirmations or other legal documentation and accordingly will not affect the legal status (if any) in any respect of a transaction described

(or purported to be described) therein. The Company will not perform matching, post-trade processing or any calculations or determinations with respect to Records nor will it provide any investment advice to Users. The Company does not advise on the suitability or merits of any Derivatives Transactions. The Company will not deal in any investments, whether as agent or principal, in relation to Derivatives Transactions and is solely engaged in the transmission of Records relating to Derivatives Transactions between third parties.

In the event the Company determines that it will cease to provide the Service, it will provide Users with reasonable notice and no less than as provided for in Section 3 (*Notices*) of these Operating Procedures.