Repository User Agreement - View Only

for the DTCC Global Trade Repository Service (GTR)



This REPOSITORY VIEW ONLY USER AGREEMENT (this "<u>View Only User Agreement</u>") is entered into effective as of the date set forth on the signature page below (the "<u>Effective Date</u>"), by and between each Subject User, on the one hand, and the trade repository set forth on the signature page (the "<u>Repository</u>"), on the other hand. All terms used but not defined herein shall have the meaning assigned to such term as set forth on the signature page.

Background

Each Subject User wishes to be provided with view only access to one or more services or systems to be operated by the Repository (the "Services") in accordance with the terms and conditions of this View Only User Agreement.

Terms and Conditions

- 1. The Repository agrees to provide View Only Access to its Services to the Subject User(s) pursuant to the terms of this View Only User Agreement and the Governing Documents. Each Subject User agrees to: (i) pay all applicable fees and charges; (ii) comply with the terms and conditions of this View Only User Agreement and the Governing Documents (all of which are available on DTCC's publicly accessible website (www.dtcc.com)); (iii) provide the Repository with the Required Documents; and (iv) ensure the accuracy of all information submitted to the Repository in connection with its use of the Services. Each Subject User hereby acknowledges that it has reviewed such Governing Documents that are in effect as of the Effective Date.
- 2. Upon execution of this View Only User Agreement, an Annex I unique to the Repository (the "Annex I") shall be completed and provided to the Repository. This Annex I shall be deemed a part of this View Only User Agreement and may be amended from time to time by submission of a properly executed updated Annex I by a Subject User through any means authorized by the Repository. Such amended Annex I shall supplement the preexisting document(s) as an annex to the View Only User Agreement. The Subject User making such a submission represents, warrants and covenants that it has valid authority or consent to do so. Any updates shall be effective upon the Repository's implementation of the changes reflected thereon. The Repository is entitled to regard the instructions contained in such authorized submissions as valid and will not be responsible for confirming or verifying the validity or accuracy of such instructions received.
- 3. Unless otherwise instructed in writing, the Repository may treat the entities on Annex I hereto as part of the same Family (as such term is defined in the Governing Documents).
- 4. This View Only User Agreement shall be governed by the law of the Governing Law Jurisdiction. Each party hereto irrevocably agrees that any dispute in relation to this View Only User Agreement, or any non-contractual claim arising therefrom, will be subject to the exclusive jurisdiction of the courts of the Governing Law Jurisdiction without regard to the conflicts of law provisions thereof. In the event of any conflict between the terms of this View Only User Agreement and the terms of any of the Governing Documents, the terms of the Governing Documents shall prevail.
- 5. The undersigned (if a corporation, partnership or other business entity signing for and on behalf of Subject Users) hereby represents, warrants and covenants to the Repository that it has requisite right and authority to act on behalf of each Subject User with respect to the subject matter herein and to execute and deliver this View Only User Agreement for and on behalf of each Subject User. If at any time the undersigned entity ceases to have such authority to bind the Subject Users it shall promptly notify the Repository. The undersigned entity represents, warrants and covenants to the Repository that each person signing on behalf of the undersigned entity is authorized to do so. The undersigned entity shall indemnify the Repository and its respective employees, directors, agents and affiliates against any claim resulting from its breach of: (a) the representation, warranty and covenant set forth in this Section 5; and/or (b) the obligation set forth in Section 1(iv).

Repository User Agreement

Signature Page
DTCC Data Repository (Singapore) Pte Ltd (DDRS)



6. Definitions:

"View Only Access" means the Subject Users shall not be entitled to submit Trade or Transaction Records directly to the Repository under this User Agreement notwithstanding any provisions of the Repository's Operating Procedures, Appendices or associated Fee Schedules and shall only pay Fees for "View Only Access" as specified in the relevant Fee Schedules to the Service (if any). A Subject User may not have an existing User Agreement and a View Only User Agreement for the Repository simultaneously and accordingly a View Only Agreement shall not be effective while a User Agreement remains effective or in place.

"Governing Documents" means the applicable DDRS Fee Schedule, the Rulebook of the DDRS, DDRS Operating Procedures and the Applicable Publications (as defined in the DDRS Operating Procedures) issued thereunder, as each may be amended, supplemented or modified from time to time.

"Governing Law Jurisdiction" means law of Singapore or the State of New York (*select one*).

"Required Documents" means any documents reasonably requested by the Repository in connection with account setup, billing or maintenance.

"Subject User" means an entity/fund listed on the DDRS Annex I, as amended from time to time, to this User Agreement.

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

	For itself and as du	ly authorized signatory for all Subject Users
Address:	LEI:	
	Signature:	
	Print Name:	
	Title:	
	Signature:	
	Print Name:	_[]
	Title:	
	"Repository"	
	DTCC Data Reposi	itory (Singapore) Pte Ltd (DDRS)
	Signature:	
	Print Name:	
	Title: Date:	
	24.6.	