



SDR Rules

UNITED STATES COMMODITY FUTURES TRADING COMMISSION

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DTCC Data Repository

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NEW YORK, NY 10041-0099

November 17, 2022

By Electronic Submission

Mr. Chris Kirkpatrick

Secretary

Commodity Futures Trading Commission

1155 21st Street, N.W.

Washington, D.C. 20581

DDR Rule Filing: DDR38

Re: Amendments to DTCC Data Repository (U.S.) LLC Rulebook Pursuant to Section 5c(c) (1) of the Commodity Exchange Act and Commission Regulation § 40.6

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, and Commodity Futures Trading Commission (the “Commission” or “CFTC”) Regulation § 40.6, DTCC Data Repository (U.S.) LLC (“DDR”) submits, by written certification, amendments to the DTCC Data Repository (U.S.) LLC Rulebook (“DDR Rulebook”), including, but not limited to, the changes enumerated below.

- I. DDR has amended the cover page of the DDR Rulebook to update the effective date.
- II. DDR has amended Rule 3.2 to direct Users to the DTCC learning center, as the location where additional information related to User connectivity, specifications, and requirements can be found.
- III. DDR has amended Rule 3.3.1 to: (i) include references to and a description of the new Collateral message type to support Collateral reporting required by updated CFTC regulations; (ii) remove information related to report content cut off time as this has been moved to revised Rule 3.4, as the more appropriate location for such information; and (iii) remove information related to content of Trade State Reports as this is duplicative of the information available on the DTCC Learning Center (updated Rule 3.4 directs Users to the learning center to access this information).
- IV. DDR has amended Rule 3.3.2 to: (i) clarify the types of reporting parties supported through more expansive references to entity types (e.g., electronic platforms, including SEFs, rather than just a reference to SEFs); and (ii) streamline the content of the Rulebook by removing references to entity types that are included in the broader reference to third party submitters (e.g., asset and investment managers).
- V. DDR has amended Rule 3.4 to: (i) specify how a User can instruct DDR to make their reports available (or direct that their reports should no longer be made available) to other persons; (ii)

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include references to the new Collateral message type, where applicable; (iii) streamline the Rulebook by removing report descriptions as such descriptions are duplicative of the information available on the DTCC learning center; (iv) direct Users to the DTCC learning center as the appropriate location to access report descriptions; and (v) include updated information related to report content cut off time in line with CFTC requirements (as noted above, this concept was moved from existing Rule 3.3.1).

- VI. DDR has amended Rule 4.2 to: (i) clarify that the Rule applies to Swap Identifiers generally by updating the section header to remove reference to specific identifiers; and (ii) include reference to global UTI, which will be required on all new trades submitted post-rewrite.
- VII. DDR has amended Rule 4.4 to replace references to unique product identifier with product identifier as this is a more appropriate designation until a unique product identifier is implemented.
- VIII. DDR has amended Rule 5.3 to include a reference to Part 45 as per CFTC regulations.
- IX. DDR has amended Rule 7.3 to: (i) remove subsection (c) as superfluous (a circumstance that impacts performance of the System would be covered by subsection (b) above (proper functioning of System)); (ii) clarify that “Force Majeure Events” are included in the description of emergencies, which could trigger an emergency response; (iii) remove reference to notification for system outages as this is unrelated to the subject matter of the Rule (i.e., Rule is limited to emergency authority).
- X. DDR has amended Rule 10.1 to: (i) remove superfluous language from the first sentence (“required”); (ii) clarify that DDR may exercise its business judgment in deciding whether to accept an Applicant by adding the following language: “DDR may deny an Applicant access to the DDR System if, in DDR’s reasonable discretion and in compliance with Applicable Law, acceptance of such Applicant could cause harm to DDR, its Affiliates, or Users”; (iii) move the reference to a right to a hearing to the final sentence of this updated Rule 10.1, with reference to new Rule 10.6 added; (iv) remove reference to “an Applicant may be declined if required by Applicable Law” as this is duplicative of the first sentence in existing Rule 10.1; (v) remove reference to steps taken following a reversal of an application denial as this is addressed in new Rule 10.6(f); (vi) streamline the Rulebook by deleting existing Rule 10.1.1 and moving reference to and description of Denial Notice contained therein to updated Rule 10.1, which consolidates information related to application denial in one location; and (vii) streamline the Rulebook by deleting existing Rule 10.2.1 and moving reference to and description of hearings for an application denial contained therein to new Rule 10.6, which consolidates information related to all hearings in one location (e.g., application denial, involuntary terminations, and restrictive actions).
- XI. DDR has amended Rule 10.2.1 to: (i) replace reference to “material breach” with “failure to comply with terms” to clarify the types of actions that constitute grounds for termination; (ii) add a new subsection (c) to clarify that DDR may terminate a User if such action is deemed necessary or appropriate in connection with Applicable Law (e.g., sanctions); (iii) renumber existing Rule 10.2.1(c) as Rule 10.2.1(d) to reflect the inclusion of new Rule 10.2.1(c), as described above; (iv) modify renumbered Rule 10.2.1(d) to replace the reference to a “User’s

- account” with a reference to a “User’s use of the System” as this more accurately captures the activity that may cause the contemplated harm; (v) specify that termination may be warranted in the event of actual or anticipated harm to DDR, its Affiliates, or Users (e.g., reputational); (vi) place the involuntary termination decision in the hands of the appropriate DDR representatives (Senior Officer, in consultation with counsel and the DDR CCO, in place of Board approval) as they are best positioned to make such a decision; and (vi) update references to Rule containing appeal process from current Rule 10.2.3 to new Rule 10.6 to reflect the consolidation of this process in new Rule 10.6.
- XII. DDR has amended Rule 10.2.2 to: (i) include a “notice” header for clarification purposes in subsection (a); and (ii) move reference to the appeal right for an involuntary termination from existing Rule 10.2.3 to a new subsection (c) (existing Rule 10.2.3 deleted as described below), with reference to applicable hearing section updated to new Rule 10.6.
- XIII. DDR has deleted Rule 10.2.3 to streamline the Rulebook as: (i) reference to appeal right for an involuntary termination has been moved to new Rule 10.2.2(c) (as described above); and (ii) description of hearings for involuntary termination has been consolidated in new Rule 10.6, which covers all hearings (application denial, involuntary terminations, and restrictive actions).
- XIV. DDR has amended Rule 10.3 to: (i) remove “other” from the header of this Rule to clarify this is the sole Rule devoted to restrictive actions; (ii) streamline the Rulebook by deleting existing Rule 10.3.1 and existing Rule 10.3.2 and consolidating information contained therein into: (A) revised Rule 10.3 (e.g., information related to costs and financial penalties moved from existing 10.3.1(a) to updated Rule 10.3(a), information related to notice of a Restrictive Action moved from existing Rule 10.3.2(a) to a new subsection (b) in updated Rule 10.3, and information related to hearing right for Restrictive Actions moved from existing Rule 10.3.2(a) to a new subsection (c) in updated Rule 10.3); and (B) new Rule 10.6 (description of hearings for Restrictive Actions has been consolidated in new Rule 10.6, which covers all hearings (application denial, involuntary terminations, and restrictive actions)); (iii) add a new defined term “Restrictive Action” in updated Rule 10.3(a), which captures all actions taken pursuant to Rule 10.3; (iv) clarify that DDR is the appropriate party to identify conduct that could adversely affect DDR’s operations by substituting reference to “DDR’s reasonable discretion” for “material” in updated Rule 10.3(a)(iii); (v) delete duplicative references to the actions that may be taken pursuant to this Rule (these are described in the first sentence of updated Rule 10.3(a) and captured in the new defined term “Restrictive Action”); (vi) renumber existing Rule 10.3.1(b) as Rule 10.3(d) to reflect the consolidation of existing Rule 10.3.1 into updated Rule 10.3 and the addition of new Rule 10.3 subsections (b) and (c) (as described above); (vii) update new Rule 10.3(d) to include the defined term “Restrictive Action” and remove reference to terminations pursuant to 10.2, as this reference is duplicative of the requirement for regulatory notification of a termination described in existing Rule 10.2.2(a).
- XV. DDR has added a new Rule 10.6 to: (i) streamline the content of the Rulebook by consolidating information related to hearings/appeals for application denials from existing Rule 10.1.2, involuntary terminations from existing Rule 10.2.3, and Restrictive Actions from existing Rule 10.3.2 in one location (as discussed above); and (ii) clarify that: (A) the method for conducting

the hearing will be determined at the time of the request; (B) decisions of the Panel to uphold the Adverse Action will be deemed final when rendered; and (C) DDR employees and agents (together with officers and directors) are included in the limitation in the final sentence.

- XVI. DDR has amended Rule 12 to: (i) include a definition of a Force Majeure Event (term is used in updated Rule 7.3 and updated Operating Procedures, Important Legal Information, Section 9); and (ii) update the definition of Applicable Law to clarify that sanctions are Applicable Law.
- XVII. DDR has amended DDR Operating Procedures Section 1 to clarify that if a term is used but not defined in the Operating Procedures, its meaning can be found in the Rulebook.
- XVIII. DDR has amended DDR Operating Procedures, Important Legal Information, Section 2 to clarify that the User's failure to comply with reporting obligations through use of the System (in place of nonuse) is the appropriate trigger for the waiver of loss/damage.
- XIX. DDR has amended DDR Operating Procedures, Important Legal Information, Section 8 to clarify that documentation provided by DDR to clients that is marked as confidential will be considered Confidential Information for purposes of the Operating Procedures.
- XX. DDR has amended DDR Operating Procedures, Important Legal Information, Section 9 to clarify that an interruption to service may be the result of a Force Majeure Event.

In addition to the changes described above, additional minor edits have been made throughout the DDR Rulebook. Any material modifications to the DDR Rulebook outlined in this letter have been approved by the DDR Board pursuant to DDR Operating Procedures Important Legal Information Section 3 Notices.

DDR certifies that these amendments comply with the Commodity Exchange Act and the rules and regulations promulgated by the Commission thereunder. No substantive opposing views have been expressed with respect to the amendments. DDR further certifies that, concurrent with this filing today, a copy of this submission was posted on its website and may be accessed at: <https://www.dtcc.com/legal/sec-rule-filings?subsidiary=DerivSERV&pgs=1>.

Enclosed with this letter are clean and marked versions of the DDR Rulebook. If you have any questions or need further information, please contact me at 813 470-1447.

Sincerely,

Kyle Romig

Kyle Romig
Director and Assistant General Counsel

Enclosures

DTCC Data Repository

DTCC Data Repository (U.S.) LLC

Rulebook

Revised as of:

December 2, 2022

This DTCC Data Repository (U.S.) LLC Rulebook, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto is copyright ©2022 by DTCC Data Repository (U.S.) LLC.

DTCC Data Repository

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DTCC Data Repository

1. USERS' RIGHTS AND OBLIGATIONS¹

1.1 User Access to DDR Services

The services offered by DTCC Data Repository (U.S.) LLC (“DDR” or the “Company”) that require registration, designation or recognition as a trade repository, swap data repository (“SDR”) or security-based swap data repository (“SBSDR”) under Applicable Law (the “SDR Services”) are available to all Market Participants on a fair, open and equal basis. DDR imposes the following membership qualifications on Users of its SDR Services: (i) requiring execution of membership documents such as the repository user agreement applicable to DDR (“User Agreement”); (ii) compliance with the technical specifications of the SDR Services as published by DDR from time to time; and (iii) compliance with Applicable Law, specifically those related to sanctions administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (collectively, the “Participation Criteria”). In the event a User at any point fails to comply with any or all of the Participation Criteria, such User shall notify DDR of such failure immediately upon discovery, provide a description of all relevant events associated with the failure and provide any other information reasonably requested by DDR.

Specifically, the SDR Services contemplate that Market Participants required to report swap and security-based swap data to a registered, designated or recognized trade repository, SDR or SBSDR in jurisdictions in which DDR operates, will be able to use the SDR Services to satisfy their reporting obligations. DDR does not expect to reject applications to become a User by Market Participants who seek to utilize its SDR Services to satisfy the Users reporting obligations or those of the User’s customers in accordance with Applicable Law, but if an application to become a User is denied, or if a User’s access is terminated, the procedures by which a User may appeal such decisions are contained in Rules 10.1 and 10.2 respectively below.

In order to be granted access to the DDR Systems, use the DDR Systems to report to a Designated Regulator, receive trade information, confirm or verify transactions, submit messages or receive reports a Market Participant must be on-boarded as a DDR User. These Users are required to keep information current and notify DDR of any changes to information they provided through the on-boarding process. A User’s access to Transaction Records via the DDR Systems may be limited by various factors including regulatory confidentiality restrictions or the role of the User related to use of DDR Systems (e.g. trade counterparty, data submitter, SEF, clearing house) as described further in Rule 3.4, below.

The provisions of the DDR Rules, as such term is defined below, do not govern, and will not preclude DDR from offering, services other than SDR Services (“Other Services”), which may include services ancillary to SDR Services, to Users and other persons, to the extent permitted by Applicable Law. For the avoidance of doubt, Other Services may be offered on terms other than those set forth herein. DDR does not and will not bundle or tie the SDR Services with any Other Services.

¹ Capitalized terms used but not otherwise defined in these rules have the meanings set forth in Rule 12.

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1.2 Super Access Coordinators

Users are required to maintain at least two (2) Super Access Coordinators (“SuperACs”) on the DDR System with the correct contact information. SuperACs are responsible for providing access to other individuals (referred to as “ACs”) who are eligible to access the System and use the SDR Services on behalf of the User. SuperACs are also responsible for removing access for any individuals who should no longer access the System on behalf of the User. DDR may contact a User’s SuperACs or ACs with urgent and/or important information regarding the System, the SDR Services 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 the urgent or important information.

1.3 User Rules & Applicable Law

By entering into a User Agreement each User agrees to be bound by the terms of the User Agreement and Operating Procedures (set forth in Appendix A), which incorporate terms of this Rulebook, which is an “Applicable Publication” as defined in the Operating Procedures (collectively the “DDR Rules”).

DDR and its Users are subject to all Applicable Law including Applicable Regulations.

1.4 System Access & Recordkeeping

1.4.1 System Access

Users will be provided logins and the ability to view or receive reports and to view and provide trade details via (a) computer-to-computer links, (b) secure web interface, or (c) other means of access designated by DDR from time to time, for the purpose of effecting electronic submission of records of eligible transactions.

DDR will maintain an audit trail of information submitted by Users.

DDR shall retain exclusive control over the System through which the SDR Services are provided.

1.4.2 Recordkeeping

DDR shall maintain all information as required by Applicable Law as well as maintain swap and security-based swap data throughout the existence of the swap and security-based swap and for 15 years following termination of the swap or security-based swap or as otherwise required by Applicable Regulations. The records will be readily accessible throughout the life of a swap or security-based swap and for 5 years following its termination and shall be in an electronic format that is non-rewriteable and non-erasable. For the remainder of the retention period, the swap or

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security-based swap record will be retrievable within 3 business days. In the event DDR ceases doing business or ceases to be a registered or designated trade repository it shall arrange, for a period of not less than five (5) years or until transfer to the Designated Regulator or its designee or another registered or designated trade repository for that jurisdiction, to preserve, maintain, and make accessible to each Designated Regulator or its designee, the records and data required by Applicable Regulation in accordance with DDR's Wind-Down Policies and Procedures document.

1.5 User Fees

All fees imposed by DDR in connection with the reporting of swap or security-based swap data and any other supplemental or ancillary services provided shall be equitable and established in a uniform and non-discriminatory manner. DDR's Fee Schedules will be available to all Market Participants on DDR's website.

1.6 Limitation of Liability

Limitations on liability as between the User and DDR are contained in Section 9 of the Operating Procedures, attached hereto as Appendix A.

2. MANAGEMENT & CORPORATE STRUCTURE

2.1 Ownership & Structure

DDR is organized as a limited liability company under the laws of the State of New York. DDR is a wholly owned subsidiary of DTCC Deriv/SERV LLC ("Deriv/SERV"). Deriv/SERV is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"), which is the ultimate parent of DDR.

2.2 Management

DDR is governed by the DDR Board of Directors ("Board"). The number of Directors on the Board shall be determined by Deriv/SERV as the sole member of DDR. The Board is composed of individuals selected from the following groups: employees of DDR's users (either fees paying Users or End Users) with derivatives industry experience, buy-side representatives, independents, and members of senior management or the Board of DTCC. The Board will include appropriate representation by individuals who are independent as specified by Applicable Regulations. The Deriv/SERV Nominations Committee shall periodically review the composition of the Board to assure that the level of representation of Directors from Users, management and non-Users is appropriate for the interests of these constituencies in DDR. DDR welcomes suggestions from Market Participants of proposed or alternative candidates to serve on the DDR Board, which may be submitted to DDR in accordance with Rule 10.5.

The Board reserves the right to establish committees as necessary and appropriate to manage its operations and provide strategic guidance. All relevant governance transparency documents and information required under Applicable Law will be readily accessible.

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DDR Officers are selected by Deriv/SERV senior management, who must then be ratified by the DDR Board. DDR Officers shall consist of at least a: Senior Officer and a Chief Compliance Officer.

2.3 Chief Compliance Officer (“CCO”)

The CCO shall have the authority and resources to develop and enforce policies and procedures necessary to fulfill the duties set forth in the Applicable Regulations of any jurisdiction in which DDR provides SDR Services. The Board is responsible for the appointment and removal of the CCO and approval of CCO compensation, which is at the discretion of the Board and effected by a majority vote. Each Designated Regulator which has jurisdiction over DDR shall be notified within two business days of the appointment or removal of the CCO. The CCO reports to the DDR Senior Officer, who is responsible for supervising and recommending the compensation of the CCO. The DDR Board shall meet with the CCO at least annually. The CCO shall have supervisory authority over all staff acting at the direction of the CCO. The duties of the CCO include, but are not limited to, the following:

- (a) oversee and review DDR’s compliance with Applicable Law in jurisdictions where DDR is registered, designated, recognized or otherwise licensed;
- (b) in consultation with the Board or the Senior Officer, resolve any conflicts of interests that may arise, including, but not limited to, conflicts between business considerations and compliance requirements, conflicts between business considerations and compliance requirements for fair and open access, and conflicts between the management and members of the Board;
- (c) establish and administer written policies and procedures reasonably designed to prevent violation of Applicable Law;
- (d) take reasonable steps to ensure compliance with Applicable Law relating to agreements, contracts or transactions and confidentiality agreements entered into with foreign or domestic regulators;
- (e) establish procedures for the remediation of non-compliance issues identified by the CCO through a compliance office review, look-back, internal or external audit finding, self-reported error, or validated complaint;
- (f) notify the Board as soon as practicable upon becoming aware of a circumstance indicating that DDR, or an individual acting on its behalf, is in non-compliance with the Applicable Laws of a jurisdiction in which it operates and either; (1) the non-compliance creates a risk to a User; (2) the non-compliance creates a risk of harm to the capital markets in which it operates; (3) the non-compliance is part of a pattern of non-compliance; or (4) the non-compliance may have an impact on DDR’s ability to carry on business as a trade repository in compliance with Applicable Law.
- (g) establish and follow appropriate procedures for the handling, management response, remediation, retesting and closing of noncompliance issues;
- (h) establish and administer a written code of ethics; and
- (i) prepare and sign an annual compliance report in accordance with Applicable Regulations and associated recordkeeping.

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2.4 Duty to Monitor, Screen and Analyze Swap and Security-Based Swap Data

Consistent with Applicable Regulation, DDR shall establish and maintain sufficient information technology, staff and other resources to fulfill the ability to monitor, screen and analyze all swap and security-based swap data recorded by DDR in such manner as the Designated Regulators may require. In addition, DDR will maintain and provide a list of Designated Regulators' authorized parties in the manner and frequency required by Applicable Regulation. DDR shall provide Designated Regulators with monitoring tools and other access to swap and security-based swap data in a manner that is substantially similar to the capabilities developed for internal use, which will be accessible only by authorized parties.

Consistent with Applicable Regulation, DDR has the capacity and will maintain the capacity to: (i) monitor swap and security-based swap data; (ii) build reports for analysis of swap and security-based swap data; (iii) send completed reports to its Designated Regulators as applicable; and (iv) accept monitoring, screening, and analysis requests from its Designated Regulators.

3. USER SUBMISSION OF DATA, DATA AVAILABILITY & CORRECTION OF ERRORS

3.1 Asset Classes

DDR will provide Users with the ability to submit data for over-the-counter ("OTC") derivatives for Credits, Equities, Rates, Foreign Exchange ("FX") and other Commodity asset classes.

3.2 Connectivity

With regard to User connectivity, specifications and requirements, please see the DDR Operating Procedures as set forth in Appendix A. For additional information, please review the materials available on the DTCC learning center (<https://www.dtccllearning.com/>).

3.3 Transactional Data and Submission Processing

3.3.1 General; Message Types

DDR utilizes message templates for the ingestion of data. Submitters of data may update pre-defined data fields as required by DDR to create a new trade record or update an existing trade record. DDR supports the following message types:

Trade State: This message supports regulatory non-public reporting and is used to report the full details of the trades at a certain point in time. End of day Trade State Reports will be created from the latest trade and valuation submissions made by a participant. Trade State is simply the trade with the latest submitted values and represents the current "state" of the trade.

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PPD Message (Public Price Dissemination): This message is used to report the pricing Information of the trade and lifecycle events publicly. The transaction type on the submission indicates if the PPD Message is for a trade or a lifecycle event. The Reporting Party will be required to use this message to instruct DDR to disseminate the record on DDR's public website. DDR's message template identifies required fields that must be populated. Upon receipt of the PPD message, DDR will timestamp the record and generate a dissemination ID for the trade record. DDR will disseminate the record to its public website after applying any time delay required by Applicable Law.

Valuation: Valuation messages are sent separately from Trade State, PPD, and Collateral messages and contain all valuation data as of the point of submission.

Collateral: Collateral messages are sent separately from Trade State, PPD, and Valuation messages and contain all collateral data as of the point of submission.

3.3.2 Reporting Parties

To enable Reporting Parties under Applicable Regulations to meet their reporting obligation DDR will support the following entity types:

- Trade counterparties
- Central clearing counterparties, including DCOs
- Electronic platforms, including SEFs
- Boards of trade (or exchanges), including DCMs
- Third party submitters to the DDR (on behalf of a counterparty)
- Any other User of DDR

3.3.3 Exception and Exemptions from Mandatory Clearing Requirements

Pursuant to Applicable Law, certain transactions submitted by Users may be exempt or subject to an exception to the clearing requirement. Information on how Users who qualify for an exemption, exception or other relief from the clearing requirement, can elect to claim, such exemption, exception or other relief from clearing is located under the Essentials column on the DDR website (<https://www.dtcc.com/repository-and-derivatives-services/repository-services/gtr-north-america>).

3.4 Data Availability and Correction of Errors

The SDR Services make Transaction Records available to Users in trade detail reports. The type of report(s) that a User receives with respect to a particular trade is dictated by the User's role as indicated on to the trade. These reports enable Users to view all Transaction Records where they are a counterparty in order to reconcile such data to their own risk systems. Users may also direct that their reports be made available to other persons by completing the applicable authorization documentation; such authorization shall remain in effect until revoked by completing the applicable authorization termination documentation. Users are provided with the ability to submit error correction messages if errors are found during reconciliation processes. A User may only

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correct a record where such User is indicated on the trade message as the submitter or the submitted for party. Users shall be responsible for resolving any disputes between themselves uncovered during this reconciliation process and, as appropriate, submitting correct information. Corrections can be submitted for Trade State, Valuation, PPD, and Collateral message types and will be reflected as such on applicable report types. DDR shall maintain a record of all corrections pursuant to Applicable Regulations and such records shall be available to the applicable Designated Regulator.

Reports will include data from 12AM ET to 11:59:59PM ET for each reporting day. For descriptions of the available reports and additional information related to these reports and message corrections, please review the materials available on the DTCC learning center (<https://www.dtclearning.com/>), including the applicable message specifications, participant report examples, and participant report summaries.

3.5 DDR System Validations

Upon submission, the DDR System will perform validation checks to ensure that each submitted record is complete and conforms to DDR's message ingestion requirements. Validation of information received or disseminated by the DDR System is completed systemically. DDR may reject a Transaction Record submitted due the submission failing to meet DDR validations, including but not limited to, the submitter must be recognized by the DDR System, the submitter must be eligible to submit records, the submission must be in a format that can be ingested by DDR, and the submission must meet all Designated Regulator and DDR data format and content requirements. If the record fails these validation or consistency checks, the record will be rejected, and such rejection status will be communicated to the User(s) to correct and re-submit. A rejected submission is deemed not to have been submitted at all with respect to reporting to the jurisdiction for which it was rejected (it is possible that one Transaction Record is submitted to comply with reporting in more than one jurisdiction and may be acceptable for one jurisdiction, but rejected for the other). For additional information on the validations DDR employs, please review the materials available on the DTCC learning center (<https://www.dtclearning.com/>), including the applicable message specifications.

4. UNIQUE IDENTIFIERS

4.1 Overview

Unique identifiers are required to be assigned to all swap and security-based swap transactions which identify the transactions uniquely throughout their duration and facilitate the reporting of life cycle events and correction of errors in information previously submitted to DDR.

4.2 Swap Identifiers

A Unique Swap Identifier (USI) (for trades existing in the System prior to December 3, 2022) or a global Unique Trade Identifier (UTI) is utilized to identify swap and security-based swap transactions between unique pairs and will be used to identify the particular swap or security-based

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swap transaction throughout its existence. The UTI is required on all new trade submission records. If a UTI is not provided, the submission will be rejected, and such rejection status will be communicated to the submitting party. The DDR System will check each USI or UTI received to ensure that the USI or UTI is well-formed (e.g., correct data type and field length). If the USI or UTI is not well-formed, the submission will be rejected, and such rejection status will be communicated to the submitting party.

4.3 Legal Entity Identifier (“LEI”)

An LEI is intended to uniquely identify counterparties. Each User that is a Reporting Party must provide an LEI for itself and its counterparty for each Transaction Record submitted. During the onboarding process, DDR requires certain data be provided in order to register a new User. The new User will be asked to provide the LEI code along with additional information such as entity type (e.g., Swap Dealer, Major Swap Participant). If the new User does not have an LEI code, DDR staff will ask the User to register an LEI code prior to on boarding.

4.4 Product Identifiers

For Product IDs associated with swaps and/or security based swaps, DDR accepts the ISDA taxonomy and only those such identifiers as specifically set out in the applicable message specifications for the Underlying Asset ID Type field found on the DTCC Learning Center website (<https://www.dtclearning.com/>) or made available to Users via means normally employed by the Company to communicate with its Users. DDR will rely on the above referenced classification systems until such time as an internationally recognized standard-setting system is recognized by the Designated Regulator. For SEC reporting, DDR requires information sufficient to identify the data and calculate price as required by Applicable Regulation or the data must be identified as a customized security-based swap in the manner specified by DDR.

5. PUBLIC REPORTING OF SWAP AND SECURITY-BASED SWAP DATA

Public Data shall be available in accordance with Applicable Regulations and accessible on DDR’s website as further specified in Section V of the Appendices to the Operating Procedures as set forth in Appendix A.

5.1 DDR Real-Time Dissemination – Description

Real-time dissemination shall be subject to the general systems availability as specified in Rule 7 hereunder to allow for systems maintenance.

5.1.1 Public Price Dissemination Pursuant to CFTC Regulation

DDR will provide a mechanism for public access to transaction information submitted to DDR, as required under and subject to the timeframes and delays set forth in Part 43 of the CFTC’s

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regulations. As required by Applicable Regulations, DDR shall publicly disseminate U.S. swap transaction and price data subject to:

- (a) applicable rounding of notional or principal amounts which shall be capped and subject to applicable time delays; and
- (b) applicable block transaction thresholds and corresponding time delays.

5.1.2 Public Price Dissemination pursuant to Canadian Regulations

DDR does not determine whether a transaction report should be disseminated publicly. Any such transaction report received is disseminated publicly if it passes validations and is directed to a Canadian Regulator. DDR requires that the Reporting Party provides only transaction reports that are required to be disseminated under Canadian Regulations. DDR will provide a mechanism for public access to transaction information submitted to DDR, as required under and subject to the timeframes and delays set forth in the applicable Canadian Regulations.

5.1.3 Public Price Dissemination pursuant to SEC Regulations

In accordance with SEC Regulations, dissemination of an accepted PPD Message for SEC reporting will immediately follow receipt and processing. For a security-based swap based on a single credit instrument or a narrow-based index of credit instruments having a notional size of \$5 million or greater, DDR will disseminate a capped size of \$5 million in lieu of the true notional size. For all other security-based swaps, DDR will apply capping and rounding logic according to applicable CFTC regulations.

5.1.4 Identity of Parties Not to be Disclosed

The data which is publicly disseminated is limited to that required by Applicable Regulations provided that in no case shall data be publicly disseminated which discloses the identity of a party to the swap or security-based swap or facilitates the identification of a party to a swap or security-based swap.

5.2 DDR Notification

DDR will notify the CFTC of any swap transaction for which DDR becomes aware the real-time swap data was not received by DDR in accordance with the timeframes required by Applicable Regulations.

5.3 Block Trade Calculation for CFTC Reporting

Based upon User indication in its message submission, for certain asset classes, DDR calculates whether a specified swap qualifies as a block trade pursuant to CFTC Part 43 and Part 45.

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6. ACCESS TO AND USE OF DATA

6.1 Access by Designated Regulators

Pursuant to Applicable Law, the Designated Regulators, as well as any designee of the Designated Regulators, including another registered entity, shall be provided with direct electronic access to data reported to DDR in satisfaction of such Designated Regulator's regulatory mandate in order to satisfy their legal and regulatory obligations.

6.2 DDR Use of Swap and Security-Based Swap Information

As part of the SDR Services, DDR receives and collects swap and security-based swap data in the ordinary course of its business from various Market Participants and registered entities for the purpose of maintaining a centralized recordkeeping facility for swaps and security-based swaps. The collection and maintenance of this data is designed to enhance the transparency, promote standardization and reduce systemic risk by making this data available to regulators and the public pursuant to Applicable Law.

DDR shall not, as a condition of the reporting of swap or security-based swap transaction data, require a Reporting Party to consent to the use of reported data for commercial or business purposes. DDR shall not make commercial use of real-time swap data prior to its public dissemination.

6.3 Access by DDR Third Party Service Providers to Data Retained by DDR

Third-party access to data maintained by DDR is permissible provided the following conditions have been satisfied in addition to any other provisions of Applicable Regulations:

- (a) DDR and the third-party service provider to DDR shall have strict confidentiality procedures that protect data and information from improper disclosure; and
- (b) DDR and the third-party service provider shall enter into an agreement setting forth minimum confidentiality procedures and permissible use of the information maintained by DDR.

6.4 Access to Data by Other Regulators and Entities

Any entity that is not a Designated Regulator and is authorized by Applicable Law to receive access to data held by DDR shall, prior to receiving such access from DDR, comply with all requirements for such access under Applicable Law. In connection with the access contemplated by this section, requestor will provide any additional information DDR may need to fulfill the request. DDR will provide all notifications required by Applicable Law related to a request for data under this section.

6.5 Denial of Access to Data

In the event a request for access to data made pursuant to Section 6 is denied by DDR, the party making the request (the "Subject Party") shall be notified of the grounds for the denial (the "Data

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Access Denial Notice”). It shall thereafter be the responsibility of the Subject Party to address the issues identified in the Data Access Denial Notice and resubmit the application in accordance with the applicable provisions of this Section 6.

7. DDR SYSTEM

7.1 System Capacity

Consistent with Applicable Law, the DDR System is designed to provide reliable, secure and adequate scalable capacity sufficient to perform its trade repository functions. DDR conducts routine assessments of the capacity of the DDR System, including measuring peak and average system usage against projected usage, and also considers the anticipated impact of system changes in relation to current and future DDR System capacity.

7.2 DDR System Availability

The DDR System is available 7 days per week, 24 hours per day Monday through Sunday, except from 10:00 pm (ET) Saturday to 6:00 am (ET) Sunday to enable maintenance to be performed on the DDR System (“Closed Hours”). On occasion, as necessary to support time sensitive processes or maintenance occurring outside of Closed Hours, DDR Systems may be unavailable for processing (“Unscheduled Downtime”). Data submitted during DDR System Unscheduled Downtime is stored and processed once the service has resumed. If during Unscheduled Downtime DDR cannot receive and hold in queue transaction information that was required to be reported pursuant to Applicable Regulations, it will immediately upon resumption of processing operations notify Users that it has resumed normal operations.

7.3 Emergency Responses

DDR retains the right to exercise emergency authority in the event of circumstances determined by DDR to require such response or upon request by the Designated Regulators as applicable. Any exercise of DDR’s emergency authority shall be adequate to address the nature and scope of any such emergency. The Senior Officer of DDR shall have the authority to exercise emergency authority and in his/her absence, any other officer of DDR shall have such authority.

Circumstances requiring the invocation of emergency authority include, but are not limited to, occurrences or circumstances:

- (a) determined by DDR to constitute an emergency; or
- (b) which threaten the proper functioning of the DDR System and the SDR Services.

Emergencies include but are not limited to natural, man-made and information technology emergencies, including Force Majeure Events. DDR shall notify the Designated Regulators, as soon as reasonably practicable, of an invocation of emergency authority. Such notification shall be provided in accordance with Applicable Regulations and will include the reasons for taking such emergency action, how potential conflicts of interest were minimized and documentation of the decision-making process.

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Documentation underlying the emergency shall be made available to the Designated Regulators upon request.

DDR shall avoid conflicts of interest in decision-making with respect to an emergency authority taken. If a potential conflict of interest arises, the CCO shall be notified and consulted for the purpose of resolving the potential conflict. DDR shall issue an Important Notice as to all Users as soon as reasonably practicable in the event such emergency authority is exercised. Any emergency actions taken by DDR may be terminated by the Senior Officer and in his/her absence, any other officer of DDR. Such termination of an emergency action will be followed by the issuance of an Important Notice as soon as reasonably practicable.

8. BUSINESS CONTINUITY

8.1 Business Continuity and Disaster Recovery

The DDR System is supported by DTCC and relies on the disaster recovery program maintained by DTCC. DDR follows these key principles for business continuity and disaster recovery, which enable DDR to provide timely resumption of critical services should there be any disruption to DDR business:

- (a) Achieve recovery of critical services within a four-hour window with faster recovery time in less extreme situations;
- (b) Disperse staff across geographically diverse operating facilities;
- (c) Operate multiple back-up data centers linked by a highly resilient network technology;
- (d) Maintain emergency command and out-of-region operating control;
- (e) Utilize new technology which provides high-volume, high-speed, asynchronous data transfer over distances of 1,000 miles or more;
- (f) Maintain processes that mitigate marketplace, operational and cyber-attack risks;
- (g) Test continuity plan readiness and connectivity on a regular basis, ensuring that Users and third-party vendors/service providers can connect to our primary and back-up sites;
- (h) Communicate on an emergency basis with the market, Users and government agency decision-makers; and
- (i) Evaluate, test and utilize best business continuity and resiliency practices.

8.2 Wind-Down Plan

In order to satisfy applicable regulatory requirements, DDR maintains written rules, policies and procedures reasonably designed to facilitate its orderly wind-down. Such rules, policies and procedures are approved by its Board and shared with its regulators. These rules, policies and procedures are contained in the DDR Wind-Down Policies and Procedures document. The plan is designed to address critical operations and services performed as a going concern during a wind-down period and to assess the effectiveness of a full range of options for an orderly wind-down.

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9. DATA INFORMATION SECURITY

9.1 Overview

DDR will be responsible for monitoring the performance of DTCC regarding implementation and maintenance of information security within its infrastructure.

9.2 System Safeguards

DTCC has established a Technology Risk Management team, whose role is to manage information security risk and ensure the availability, integrity and confidentiality of the organization's information assets.

Various policies have been developed to provide the framework for both physical and information security and are routinely refreshed. The Technology Risk Management team carries out a series of processes to endeavor to ensure DDR is protected in a cost-effective and comprehensive manner while still meeting the requirements of Applicable Regulations. This includes preventative controls such as firewalls, appropriate encryption technology and authentication methods. Vulnerability scanning is used to identify high risks to be mitigated and managed and to measure conformance against the policies and standards.

Standards for protecting Company information are based upon the sensitivity level of that information. Control standards specify technical requirements for protection and end user handling of information while in use, transmission, and storage.

10. DENIAL OF USER APPLICATION, TERMINATION & RESTRICTIVE ACTIONS

10.1 Denial of User Application

This Rule 10.1 outlines the process for DDR to decline the request (an "Application") of an applicant (an "Applicant") to become a User of all or any SDR Services. Applicants may be denied access to the DDR System if required pursuant to Applicable Law (e.g., sanctions administered and enforced by OFAC or the Canadian Government's Office of the Superintendent of Financial Institutions ("OSFI")). In addition, DDR may deny an Applicant access to the DDR System if, in DDR's reasonable discretion and in compliance with Applicable Law, acceptance of such Applicant could cause harm to DDR, its Affiliates, or Users. DDR shall promptly notify all Designated Regulators should an Applicant be denied access to SDR Services, or limited in respect of access to services offered, directly or indirectly.

In conjunction with the denial of an Application, DDR shall furnish the Applicant with a written statement setting forth the grounds for the determination (the "Denial Notice"). The Denial Notice shall inform the Applicant of its right to request a hearing with respect to the determination pursuant to Rule 10.6.

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10.2 Involuntary Termination Procedures

10.2.1 User Termination Events by DDR

DDR may involuntarily terminate a User's account, User Agreement and access to the SDR Services (an "Involuntary Termination") in the following circumstances: (a) the User has failed to comply with the terms of its User Agreement, the DDR Operating Procedures or the rules contained in this Rulebook, which shall be deemed to include a User's failure to pay fees when due; (b) the User's violation of any Applicable Law; (c) DDR, in its sole discretion, deems such action necessary or appropriate in connection with Applicable Law, including those relating to the regulations administered and enforced by OFAC or OSFI; or (d) the User's use of the System or User's IT system is causing or may cause material harm, as determined in DDR's reasonable discretion, to DDR, its Affiliates, or Users, or the normal operation of the System (each a "Termination Event"). The determination whether to Involuntarily Terminate a User shall be made by DDR's Senior Officer, in consultation with DDR's counsel and CCO (a "Termination Decision"). Upon the Termination Decision, the Involuntary Termination shall be deemed effective and such termination shall continue to be effective, notwithstanding any appeal thereof pursuant to Rule 10.6, unless and until such termination is modified or rescinded pursuant to Rule 10.6. DDR's rights under this Rule 10.2 will be in addition to and separate from its rights under Rule 10.3.

10.2.2 Notice and Effect of Termination

(a) Notice: In the event a User is Involuntary Terminated in accordance with the provisions of this Rule 10.2, DDR shall take the following steps: (i) provide notice of the Involuntary Termination to the subject User in writing or via email ("User Notice") as described in Rule 10.5; and (ii) provide prompt notice to the applicable Designated Regulators. The User Notice shall advise the subject User to contact DDR for information on how pending matters will be affected by the Involuntary Termination and what steps are to be taken in connection therewith.

(b) Pending Submissions: Notwithstanding any other provision of the DDR Rules, DDR shall have no obligation to accept any submission of a terminated User that was affected after the time at which User was terminated from access to the System.

(c) Appeal: A User who has been Involuntary Terminated pursuant to this Rule 10.2 shall be entitled, upon request, to a written statement of the grounds for its termination and shall have the right to appeal its termination of access in accordance with the procedure described in Rule 10.6 below.

10.3 Restrictive Actions

(a) DDR, upon agreement of DDR's Senior Officer and CCO, may temporarily deny access to or otherwise impose restrictions on the use of the DDR System on a User, assess such User with costs incurred, apply any deterrent financial penalties that DDR deems necessary, or take such other actions as DDR deems reasonably necessary to protect its systems and other Users

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(a “Restrictive Action”), for: (i) a violation of the DDR Rules (including failure to pay fees when due); (ii) any neglect or refusal by such User to comply with any direction DDR deems reasonably necessary to protect its systems and other Users; or (iii) any error, delay or other conduct that DDR determines, in its reasonable discretion, may adversely affect the operations of DDR (each a “Subject Event”).

(b) Before any Restrictive Action is taken, DDR shall furnish the applicable User (“Respondent”) with a concise written statement describing the Subject Event and any Restrictive Action to be taken (the “Subject Event Statement”). However, no prior written statement shall be required to be provided if the Restrictive Action is being taken by DDR in response to protecting the security of data, the DDR System or other Users. In such circumstances, a Subject Event Statement shall promptly follow the DDR action.

(c) A User subject to a Restrictive Action shall have the right to a hearing to contest such Restrictive Action in accordance with the procedure described in Rule 10.6 below.

(d) DDR shall provide prompt notice to the applicable Designated Regulators of any action taken in accordance with this Rule 10.3.

10.4 Audits, Provision of Information and Cooperation

Subject to Applicable Law, each User will comply with all reasonable requests by DDR for information, documentation or data concerning such User and related to such User’s use of the System as DDR may deem necessary. DDR will have the right to audit or inspect a User (and its facilities) with respect to its use of the System, upon reasonable notice, and Users shall cooperate with such audits or inspections and with other inquiries by DDR concerning their use of the System.

The CCO or his/her delegate shall have authority to investigate any potential rule violation, shall be responsible for enforcing sanctions related to violations and for following the procedures outlined in Rule 10.

10.5 Communications to DDR Corporate Secretary

Communications with respect to matters described in Rule 2.2 and this Rule 10 when addressed to DDR shall be to:

DTCC Data Repository (U.S.) LLC
55 Water Street
New York, New York 10041
Attention: Corporate Secretary’s Office

CorporateSecretary@dtcc.com
With a copy to:
ddrnotices@dtcc.com

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Communications with respect to matters described in this Rule 10 when to an Applicant or User shall be sufficiently served if in writing and delivered by courier or U.S. mail to the office address or emailed to the email address provided by such Applicant or User. Any notice, if mailed by U.S. mail, shall be deemed to have been given when received by the Applicant or User and any notice emailed will be deemed to have been given upon transmission.

10.6 Hearing/Appeal

(a) To request a hearing on a denial of an Application, an Involuntary Termination, or a Restrictive Action, pursuant to this Rule 10 (each an “Adverse Action”), an Applicant or User, as applicable (the “Requestor”), shall file such a request (the “Hearing Request”) with the Secretary of DDR as described in Rule 10.5 within 5 business days of receipt of the Denial Notice, User Notice, or Subject Event Statement, as applicable. (the “Notification”). The Hearing Request must set forth: (i) the Adverse Action to be taken by DDR as set forth in the Notification; and (ii) the name of the representative of the Requestor who may be contacted with respect to a hearing.

(b) Within 7 business days after the Requestor files a Hearing Request, such Requestor shall submit to DDR a clear and concise written statement (the “Requestor Statement”) setting forth, with particularity: (i) the basis for objection to the Adverse Action; and (ii) whether the Requestor chooses to be represented by counsel at the hearing. DDR may deny the application for a hearing if the Requestor Statement fails to set forth a prima facie basis for contesting the Adverse Action.

(c) The failure of a Requestor to file either the Hearing Request and/or Requestor Statement within the time frames required under this Rule 10.6 will be deemed an election to waive the right to a hearing and the Adverse Action will be deemed final.

(d) Hearings shall take place promptly after receipt of the Requestor Statement. DDR shall notify the Requestor in writing of the date, place and hour of the hearing at least 5 business days prior to the hearing (unless the parties agree to waive the 5-business day requirement). Such hearing may be held by telephone, in person, or via such other means acceptable to DDR.

(e) A hearing shall be before a panel (the “Panel”) of three individuals. The Panel shall consist of 3 members of the Board or their designees selected by the Chairman of the Board. At the hearing, the Requestor shall be afforded an opportunity to be heard and may be represented by counsel if the Requestor has so elected in the Requestor Statement. A record shall be kept of the hearing. The costs associated with the hearing may, in the discretion of the Panel, be charged in whole or in part to the Requestor in the event that the decision at the hearing is adverse to the Requestor.

(f) The Panel shall advise the Requestor of its decision within 10 business days after the conclusion of the hearing. The decision of the Panel shall be disclosed in, a notice of the decision (the “Decision Notice”) setting forth the specific grounds upon which the decision is based and shall be furnished to the Requestor. A copy of the Decision Notice shall also be furnished to the Chairman of the Board. If the decision of the Panel shall be to reverse or modify the Adverse Action, the Requestor will be returned to DDR staff for appropriate processing.

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If the decision of the Panel shall be to uphold the Adverse Action, the Adverse Actions will be deemed final. Notwithstanding the foregoing, the Board may in its discretion, review and modify any Adverse Action or reverse any decision of the Panel that is adverse to a Requestor. The reversal or modification by the Board of a Panel decision or reversal or modification by the Panel of any Adverse Action shall not provide such Requestor with any rights against DDR or its employees, agents, officers or Directors for any determination made prior to such reversal or modification.

11. CONFLICTS OF INTEREST

11.1 General Conflict of Interest Resolution Processes

DDR utilizes a conflict of interest resolution process that is reasonably designed to identify and mitigate potential and existing conflicts of interest in DDR's decision-making process on an ongoing basis, as required by Applicable Law.

All conflicts of interest, including all potential conflicts of interest, involving the officers, employees, consultants and temporary employees of DDR ("DDR Staff") are escalated to the DDR Chief Compliance Officer except in cases where the DDR Chief Compliance Officer has a conflict of interest, in which case the matter shall be directed to the attention of DDR's Senior Officer and the Chairman of the DDR Audit Committee. The DDR Chief Compliance Officer, in consultation with the DDR Audit Committee, will resolve all conflicts of interest. Any conflict of interest not resolved by the DDR Audit Committee shall be escalated to the DDR Board for resolution.

When resolving conflicts of interest, the DDR Chief Compliance Officer, DDR's Senior Officer, the DDR Audit Committee and the DDR Board ("Responsible Parties") consider all relevant facts and circumstances. The Responsible Parties, as applicable, will determine whether to require the DDR Staff member to recuse himself or herself from any decisions involving the matter in which he or she has a conflict of interest or take any other action that is deemed appropriate.

11.2 Director Conflicts of Interest

A Director conflict of interest is present whenever the interests of the Company compete with the interests of a Director, the Director's employer, or any other party with which a Director is associated, or otherwise whenever a Director's corporate or personal interests could be reasonably viewed as affecting his or her objectivity or independence in fulfilling the Director's duties to the Company.

While it is not possible to anticipate all possible conflict situations, conflicts of interest typically arise whenever a Director, an immediate family member or other personal associate of a Director or a firm with which a Director is associated as a Director, officer, employee or beneficial owner of 1% or more of the firm's equity interests, has (directly or indirectly) a business interest in a party with whom the Company is doing business in some capacity other than as a User or in a transaction or other activity that competes (directly or indirectly) with a transaction or activity which the Company is pursuing or conducting.

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Situations involving potential conflicts of interest may also include instances in which a Director, an immediate family member or other personal associate of a Director, or a firm with which a Director is associated as a Director, officer, employee or beneficial owner, has (directly or indirectly):

- (a) a compensation arrangement (other than with respect to fees payable to a Director in his or her capacity as an employee or Director) or other interest in a transaction with the Company;
- (b) a compensation arrangement or other interest in or affiliation (subject to de minimis exceptions) with any entity or individual that: (a) sells goods or services to, or purchases goods or services from, the Company; or (b) the Company has, or is negotiating, or contemplating negotiating, any other transaction or arrangement;
- (c) used his or her position, or confidential information or the assets of the Company to his or her (or an associated party's) personal advantage or for an improper or illegal purpose;
- (d) solicited or accepted any gift, entertainment, or other favor where such gift might create the appearance of influence on the Director (other than gifts of nominal value, which are clearly tokens of respect and friendship unrelated to any particular transaction or arrangement);
- (e) acquired any property or other rights in which the Company has, or the Director knows or has reason to believe at the time of acquisition that the Company is likely to have, an interest;
- (f) taken advantage of an opportunity related to the activities of the Company that is available to the Company or to the Director, unless the Board has made an informed decision that the Company will not pursue that opportunity;
- (g) a business interest that is affected by any transaction, arrangement, or decision involving the Company; or
- (h) any other circumstances that may, in fact or in appearance, make it difficult for the Director to exercise independence, objective judgment or otherwise perform effectively.

11.3 Reporting Conflicts of Interest

Conflict identification and analysis can be difficult and, therefore, Directors are at all times expected to act on the side of caution and immediately bring to the attention of the Chief Compliance Officer and either the Chairman of the Board or DDR's legal counsel any matters that may involve conflicts of interest or be reasonably perceived by others to raise questions about potential conflicts even if the person does not believe that an actual conflict exists. Disclosures should be made in advance, before any action is taken on the matter.

In addition, each Director shall complete an annual Questionnaire Concerning Conflicts of Interest, disclosing any actual, potential, or apparent conflicts. They shall also promptly disclose any relevant change in circumstances. The Questionnaires shall be reviewed by DDR's counsel and the Chief Compliance Officer.

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11.4 Evaluation of a Director's Actual, Potential or Apparent Conflict of Interest

The Chief Compliance Officer, in consultation with the Chairman of the Board or DDR's counsel, as appropriate, shall evaluate Director conflict disclosures and make other necessary inquiries to determine the extent and nature of any actual or potential conflict of interest, consulting with the Chairman of the Board or DDR's counsel as appropriate. If appropriate, the Chief Compliance Officer shall consider alternatives to the proposed transaction or arrangement and consult with the Board when needed. A director's conflict of interest may, in appropriate circumstances, require the director's recusal from discussion or voting.

11.5 Resolution of Potential Conflicts of Interest

The Company may enter into a transaction or other arrangement in which there is an actual or potential conflict of interest only if at a duly held Board meeting a majority of those Directors (if a quorum is present at such time) who have no interest in the transaction or arrangement approve the transaction or arrangement after determining, in good faith and after reasonable inquiry, that:

- (a) entering into the transaction or arrangement is in the best interests of the Company, while considering the Company's purpose and resources, and the possibility of creating an appearance of impropriety that might impair the confidence in, or the reputation of, the Company (even if there is no actual conflict or wrongdoing);
- (b) the transaction or arrangement in its entirety, and each of its terms, are fair and reasonable to the Company, after consideration of available alternatives;
- (c) the transaction or arrangement furthers the Company's purpose; and
- (d) the transaction or arrangement is not prohibited by law or regulation.

12. TERMS & TERMINOLOGY

Applicable Law – Any and all applicable laws and regulations, sanctions, judicial orders and decisions, and rules, regulations, interpretations and protocols, as amended from time to time in a jurisdiction in which DDR is registered, designated, recognized or otherwise licensed as a trade repository.

Applicable Publications – those documents designated by DDR as “Applicable Publications” pursuant to the Operating Procedures. Such documents include message specifications and upload templates.

Applicable Regulations – Regulations promulgated by Designated Regulators

Board – The Board of Directors of DDR

Canadian Regulators – Alberta Securities Commission, Autorité des marchés financiers, British Columbia Securities Commission, Manitoba Securities Commission, Financial and Consumer Services Commission New Brunswick, Office of the Superintendent of Securities Newfoundland

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and Labrador, Northwest Territories Securities Office, Nova Scotia Securities Commission, Office of the Superintendent of Securities Nunavut, Ontario Securities Commission, Office of the Superintendent of Securities Prince Edward Island, Financial and Consumer Affairs Authority of Saskatchewan, and Office of the Superintendent of Securities Yukon Territories.

Canadian Regulations – The Applicable Regulations which specifically apply to SDR Services provided to Market Participants in the Canadian provinces where DDR is registered, designated or recognized to provide trade repository services.

CCO – Chief Compliance Officer

CEA - Commodity Exchange Act, as amended

CFTC - U.S. Commodity Futures Trading Commission

CFTC Regulations – The Applicable Regulations promulgated by the CFTC which specifically apply to SDR Services provided to Market Participants.

DCO – Derivatives Clearing Organization or SEC registered security-based swap clearing agency.

DCM – Designated Contract Market

DDR System or the System – the automated systems or other mechanisms through which DDR provides the SDR Services (for additional information, see the DDR Operating Procedures).

Designated Regulators – Regulators which supervise DDR including the SEC, CFTC, and the Canadian Regulators.

End User – User who is exempt from the mandatory clearing requirements pursuant to section 2(h)(7) of the CEA.

Exchange Act – Securities Exchange Act of 1934, as amended

Force Majeure Event - (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades then in effect; (f) action by any governmental or regulatory authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of DDR.

Important Notice – formal notices made available Users describing significant changes to DDR Rules, DDR Systems or other processes.

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Market Participants – With respect to rules herein applicable to SEC reporting, then “Market Participant” is as defined by the SEC Regulations. In all other cases, “Market Participant” includes, but is not limited to SDs, MSPs, SEFs, DCOs, DCMs, foreign boards of trade (“FBOTs”), derivatives dealers and recognized or exempt clearing agency (under Canadian law).

MSP – Major Swap Participant.

Public Data – Data required to be disseminated publicly pursuant to Applicable Law.

Registered Entity – An entity appropriately registered with a Designated Regulator

Reporting Party – for purposes of this Rulebook, the term “Reporting Party” refers to the entity with the duty to report and generally shall include the Reporting Entity as defined in the CFTC Regulations, the reporting side as defined in the SEC Regulations and the Reporting Counterparty as defined in the Canadian Regulations

SD – Swap Dealer

SEC - U.S. Securities and Exchange Commission

SEC Regulations -- The Applicable Regulations promulgated by the SEC which specifically apply to SDR Services provided to Market Participants

SEF – Swap Execution Facility or security-based swap execution facility or platform

Senior Officer – the Senior Officer as referred to herein shall be such person who is authorized to take the actions or bear the responsibility and obligations described. This could be a Managing Director, business manager or Chief Executive Officer, if one is designated, or such other individual with the requisite authority.

Transaction Record – Information regarding a new trade submitted to DDR or update to a trade previously submitted.

User - An entity that has executed a User Agreement then in effect

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APPENDIX A: OPERATING PROCEDURES

1. DTCC Data Repository (U.S.) LLC Operating Procedures
2. Swap Data Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures
3. Canadian Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures

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DTCC DATA REPOSITORY (U.S.) LLC

OPERATING PROCEDURES

1. Introduction

DTCC Data Repository (U.S.) LLC (the “Company” or “DDR”), a New York limited liability company, 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 a Third-Party Submitter as defined in the Appendices to these Operating Procedures, except as provided therein or as the context may otherwise require. Terms used but defined herein shall have the meaning ascribed to such term in the DDR Rulebook.

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, such as a Legal Entity Identifier or Global Markets Entity 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 (i) computer-to-computer links (“Computer-to-Computer Links”), (ii) a secure Web front end (the “Web Front End”), or (iii) other means of access designated by the Company from time to time, in each case supported by or on behalf of the Company for the purpose, among possible others, of effecting electronic submission of records of eligible transactions, 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 arrangements established by the Company will include (a) means of determining whether particular records were submitted to the System through Computer-to-Computer Links established with a particular User or its Family or (b) access to the Web Front End by means of digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family. 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 the User 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 Front End by means of the digital certificate(s) and password(s), or other secure 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 the User, or in the case of a Third Party

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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 Front End 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 for 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 the User to submit certain revised documents by e-mail or other electronic means which the Company may adopt from time-to-time, which on submission shall supplement the pre-existing document as part of this Agreement. The Company is entitled to regard the instructions received in this manner as a valid instruction and consent from the 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 Front End, publications of security arrangements, publications of further specifications for Services or the System and any other publications, forms or notices that the Company deems to be an Applicable Publication including the Company Rulebook, as amended from time-to-time. 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 or by posting such notice on the Company’s website (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

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the most up-to-date version of such procedures and publications made available by the Company from time to time. The Company may also establish procedures for the back loading of existing Records, and may establish different Record Descriptions, message formats, messaging processes and other specifications for that purpose.

- Termination of Use of Services. 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 two New York business days' notice to the Company (such termination may or may not be made in connection with any notice of a prospective modification to these Operating Procedures pursuant to paragraph 3 under Important Legal Information below.) Upon termination, all attempted submissions of Records by the terminating User shall not be permitted by the System and the Records of the terminating User shall not be subject to change in status as the result of any such attempted submission of Records. Such Records would no longer be communicated as open to the applicable Regulator. In addition, the terminating User shall be afforded the opportunity prior to termination to use the Web Front End to search all transactions and, to the extent then permitted by the Web Front End, to "download" copies of all Records found, with accompanying System assigned statuses. (All such Records will also have previously been transmitted to Users having Computer-to-Computer Links.) The terminating User shall not accrue fee obligations from the effective date of the termination onwards, but all other obligations and rights of the terminating 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 User as provided in these Operating Procedures or as required by Applicable Law after termination of use of the Services.

Important Legal Information

1. Copyright

These DTCC Data Repository (U.S.) LLC Operating Procedures, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto as well as the DDR Rulebook and DDR User Agreements (these "Operating Procedures") are protected by copyright ©2022 by DTCC Data Repository (U.S.) LLC.

The Operating Procedures (including, without limitation, any text, image, logo compilation code and/or design) are proprietary and protected by copyright and is exclusive for use by the Company and Users. Each User is granted, only for so long as it is a User, a personal limited, non-exclusive, non-transferable, non-sublicensable and freely revocable license to use these Operating Procedures 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

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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

Users must satisfy themselves that the use of the System and the Services, including the submission and use of Records, will meet the requirements of any law, rule or regulation ("Applicable Law") to which they are 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 Users under Applicable Law or any contractual arrangements involving Users, including without limitation as to the enforceability of contracts described in Records.

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.

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 or delayed, 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; provided, however, that any transferee who assumes any obligations for SDR Services will have obtained necessary registration and authorizations to provide such services under Applicable Law. The Company will notify Users of any such action pursuant to Section 3 below.

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. 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. Users may direct inquiries about these Operating Procedures to ddrnotices@dtcc.com or to such other address as the Company shall notify Users from time to time.

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Each User waives any claim that it may have against the Company or any other person as a result of any loss or damage the User suffers due to failure to comply with its reporting obligations through use of the System.

Each User and the Company agree that the User's User Agreement and these Operating Procedures are intended to establish a contractual relationship solely between such User and the Company and further that there are no intended or unintended third-party beneficiaries of the agreements of such User and the Company hereunder.

3. Notices

The Company shall provide to Users or prospective Users any disclosure document with respect to the Company's Services and Systems required to be provided under Applicable Law.

The Company will provide 10 New York business days' 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 "DDR 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. 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. 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. Any such notice to a User, if delivered or mailed in writing, shall be deemed to have been given at the time of receipt. Any notice from a User to the Company, including any notice under any agreement between the Company and the User, shall be sent to ddrnotices@dtcc.com or to such other 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 ddrnotices@dtcc.com or to such other address as the Company shall notify Users from time to time.

4. Provision and Use of the Services

The Company shall retain exclusive control over the Services and the System through which they are provided. The Company shall be entitled, to the extent permitted by Applicable Law, to deny an application to become a User or to involuntarily terminate a User's use of the SDR Services and the DDR System upon written notice, and the Company has adopted appropriate procedures in its Rulebook under which such a denial or termination may occur. Each User is solely

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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.

Each User agrees with the Company that such User will pay to the Company such fees and charges for use of the Services as shall be specified from time to time on the Company's website.

Each User that has, or has an affiliate that has, a daily money settlement account at The Depository Trust Company ("DTC") 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 each 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.

Without limiting any other provisions of the Operating Procedures, to the extent that a User is located within the United States, or is otherwise subject to the jurisdiction of the United States, such User certifies the following in connection with Records submitted by it or on its behalf:

User is a U.S. person as defined by applicable regulations administered and enforced by Office of Foreign Assets Control ("OFAC"). User agrees that it is thereby subject to such regulations and User agrees that it has implemented a program reasonably designed to comply with such regulations. As part of its OFAC compliance program, User also certifies that it has screened and will continue to periodically screen against the most recent version of OFAC's List of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorist Organizations and Specially Designated Narcotics Traffickers the name and address of any party and/or any counterparty to a transaction for which it submits a Record or a Record is submitted on its behalf.

5. Access to the System and Security

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Each User agrees with the Company to abide by all security procedures specified by the Company to the User in the Applicable Publications or as posted on the Company's website and will take reasonable steps to maintain the confidentiality and integrity of such security procedures. Each User will not knowingly or negligently introduce or permit the introduction of any computer viruses, worms, Trojan horses or other harmful codes into the System. Each User agrees with the Company that such User is responsible for preventing unauthorized access to the System. The Company shall comply with its security procedures specified in the Applicable Publications or as posted on the Company's website.

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 (a) it has the power and authority to enter into and perform its obligations under these Operating Procedures, (b) these Operating Procedures constitute valid, binding and enforceable obligations of the Company and (c) it is duly registered, designated, recognized or otherwise licensed as a trade repository and authorized to provide the SDR Services.

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.

Without limiting the other provisions of the Operating Procedures, each User acknowledges and agrees that one or more competent governmental authorities may have access to the Company's books and records and that the Company and its operations and premises may be subject to examination and/or inspection by

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competent governmental authorities, in each case in accordance with Applicable Law. Each User acknowledges and agrees that the Company shall have no responsibility or liability to such User with respect to such access, examination or inspection by such a governmental authority.

8. Confidential Information and Use of Data

- a. The Company and each User agrees 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 (to the extent not publicly disclosed by the Company) and any document or communication marked or indicated as "Confidential" by Company. Confidential Information shall not include data distributed to the public in accordance with Applicable Law.
- b. 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 the User's Family, a counterparty to the relevant transaction, as requested by the applicable User, or as required under Applicable Law) 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 and in any case consistent with Applicable Law. In addition, the Company shall consent to the disclosure of Confidential Information to vendors or agents of the User as needed to permit such vendors or agents to assist the User in its use of the System or the Services, provided that such vendors or agents are authorized by Users to receive such Confidential Information. Confidential Information will not include (1) 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 to release, (2) information that is, or becomes, known to the public other than through a breach by a User or the Company of these Operating Procedures, (3) information that is rightfully received by a User or the Company from a third party entitled to disclose it, or (4) 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.

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- c. Notwithstanding the foregoing, nothing herein shall prevent the Company or its affiliates from releasing or disclosing data to others 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 the 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 anonymous 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 (1) 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; and (2) publicly disclose, and/or disclose to regulators, anonymous data based on aggregates, including averages and means.
- d. Notwithstanding anything to the contrary herein, any sale or commercialization by the Company of data shall be subject to the Company's policy related to the commercialization of data, as in effect from time to time, if any, and Applicable Law.
- e. Subject to Applicable Law, each User will supply the Company with all information that reasonably is requested by the Company concerning such User and related to such User'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. Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record (x) such User's use of the System or the Services and (y) telephone conversations with such User concerning the System or the Services.

9. **Limitation of Liability and Disclaimer**

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 improper 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

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Record submitted conforms in form and substance to the applicable Record Description.

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.

The Services and the System are provided “as is.” 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.

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 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 similar defects or failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures, including any failure or delay caused by or resulting from a Force Majeure Event 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 the User to the Company during any one complete calendar month in the immediately preceding 12-calendar month period as imposed pursuant to the fee schedule posted on the Company’s website as amended from time to time (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 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

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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 the User's indemnity obligation shall be no greater than the amount of the Fee Limit.

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

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 State of New York without giving effect to the conflict of law principles thereof (other than section 5-1401 of the New York General Obligations Law).

(b) EACH OF THE COMPANY AND EACH USER IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK CITY, 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 AND THE USE OF THE COMPANY'S SERVICES AND (B) 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 RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE OPERATING PROCEDURES.

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:

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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).

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Swap Data Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures

U.S. SWAP DATA REPOSITORY

I. INTRODUCTION

The DTCC Data Repository (U.S.) LLC data repository for swaps and security-based swaps (the “Swap Data Repository”, “SDR” or “Company”) is implemented and maintained by the Company as a “swap data repository” as defined in and for purposes of the Commodity Exchange Act, as amended (the “CEA”), and the regulations thereunder, and a “security-based swap data repository” as defined in and for purposes of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Swap Data Repository may also provide services in similar capacities under the laws of other jurisdictions and may also provide such services with respect to transactions that are not swaps or security-based swaps for purposes of the CEA or the Exchange Act.

Without limiting the foregoing, the SDR will, following its registration as a “swap data repository” under the CEA and/or “security-based swap data repository” under the Exchange Act, as applicable, except where an exemption applies, (i) perform all of the required functions of a swap data repository under part 49 of the regulations of the Commodity Futures Trading Commission (the “CFTC”); (ii) perform all of the required functions of a security-based swap data repository under Securities and Exchange Commission (“SEC”) Rules 13n-1 through 13n-11; (iii) accept, from or on behalf of Users, transaction and life-cycle data for swaps as specified in parts 43 and 45 of the CFTC regulations, as and when required to be reported to a swap data repository thereunder; (iv) accept, from or on behalf of Users, transaction and life-cycle data for security-based swaps as specified in SEC Regulation SBSR, as and when required to be reported to a security-based swap data repository thereunder; (v) verify and maintain swap and security-based swap data as required by such regulations; (vi) publicly disseminate in real-time and perform recordkeeping of swap data as and when required under part 43 and part 49 of the CFTC regulations, either directly or through one or more third parties; (vii) publicly disseminate security-based swap data as and when required under SEC Regulation SBSR, either directly or through one or more third parties; (viii) provide access to swap and security-based swap data to appropriate regulators as described herein and (ix) generate reports with respect to transaction data maintained in the Swap Data Repository, in each case as specified in further detail in the Operating Procedures and Applicable Publications.

The Swap Data Repository will be deemed a Service for purposes of 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 the operation of the Swap Data Repository, this Appendix shall govern.

II. ELIGIBLE DERIVATIVE TRANSACTIONS

The Company will specify from time to time by Important Notice or through Applicable Publications or as posted on the Company’s website the asset classes and transaction types for derivatives transactions (“Eligible Derivative Transactions”) for which it will act as a Swap Data

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Repository, which will initially include credit derivatives, equity derivatives, interest rate derivatives, foreign exchange derivatives and other commodity derivatives.

III. SUBMISSION OF TRANSACTION DATA

The Company shall specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company's website the information required or permitted to be included in records submitted to the Swap Data Repository by or on behalf of Users with respect to Eligible Derivative Transactions ("SDR Records") and the manner in which SDR Records may be submitted. For the avoidance of doubt, the Company may specify different templates, standards and procedures for SDR Records for different types of Eligible Derivative Transactions and different events with respect thereto, subject to Applicable Law. The Company will also specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company's website the manner in which SDR Records may be updated by or on behalf of Users. All SDR Records included or to be included in the Swap Data Repository from time to time shall be subject to the provisions set forth in this Appendix and the Company's Important Notices, Applicable Publications and as posted on the Company's website, each as may be amended from time to time.

Data contained in SDR Records will be subject to validation in accordance with the validation rules specified by the Company from time to time through Applicable Publication, Important Notice or as posted on the Company's website. Consistent with Applicable Law, the Company may establish deadlines for the submission of SDR Records for purposes of complying with any periodic reporting to be provided by the Company or other purposes consistent with Applicable Law.

The Company may enter into arrangements with one or more Users (each, a "Third Party Submitter"), including without limitation confirmation and matching platforms, swap execution facilities, security-based swap execution facilities, derivatives clearing organizations and securities clearing agencies, that will be permitted to submit SDR Records for Eligible Derivative Transactions on behalf of other Users. 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 SDR Records on its behalf. The Company may disclose Confidential Information to Third Party Submitters as necessary to validate information in SDR Records or otherwise provide the Services.

The Company may also designate that certain Third Party Submitters may submit SDR Records on behalf of Users and other non-User persons that are party to the transactions described in SDR Records ("Other Identified Parties"), without specific authorization by such Users or Other Identified Parties, subject to any terms (including as to authentication procedures) set forth in Applicable Publications. The Company shall have no obligation or liability to Other Identified Parties named in an SDR Record submitted to the Company other than to maintain such SDR Record and provide reporting with respect thereto as required by Applicable Law (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 SDR Records on behalf of Other Identified Parties and for such SDR Records to be maintained by the Company as provided herein.

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The Company may establish one or more procedures through which Users can verify the accuracy of Records maintained by the Company (“Verification Procedures”), as such Users may be obligated to do under Applicable Law², including without limitation in situations where the User is not the Reporting Party specified under Applicable Law to submit the Record. Each User agrees to comply with all Verification Procedures applicable to Records relating to its Eligible Derivative Transactions.

The Company shall maintain all SDR Records in accordance with Applicable Law.

IV. REPORTS AND REGULATORY ACCESS

The Company will prepare from time to time reports based on SDR Records (“Reports”) as may be required by Applicable Law or requested by appropriate regulators. Reports may be prepared on an aggregate basis for all Users and/or on a submitting User basis and may have subcategories for product type, counterparty and other relevant categories.

Each User will have access to Reports with respect to SDR Records submitted by it or on its behalf and SDR Records for which it is named as a party to the relevant Eligible Derivative Transaction, and Reports prepared on an aggregate basis for all Users.

Each User will designate, in a manner to be specified by the Company, the regulator or regulators that are to have access to Reports with respect to SDR Records relating to its Eligible Derivative Transactions (each, a “Designated Regulator”). In addition, the CFTC will be deemed to be a Designated Regulator for SDR Records for Eligible Derivative Transactions that are swaps, and the SEC will be deemed to be a Designated Regulator for SDR Records for Eligible Derivative Transactions that are security-based swaps. The Company will provide a facility for each Designated Regulator for a particular User to have electronic access to such Reports with respect to such User’s SDR Records, as well as Reports prepared on an aggregate basis for all Users.

The reports and access provided pursuant to this Section IV shall be in addition to the Company’s rights to disclose information pursuant to Sections 7 and 8 of the Important Legal Information Section of the Operating Procedures. The Company will also provide access to SDR Records to the United States Department of Justice as may be required by Applicable Law.

V. PUBLIC DISSEMINATION OF TRANSACTION DATA

The Company will comply with the requirements for recordkeeping and public dissemination of data contained in SDR Records, as, when and to the extent provided by Applicable Law. The Company may perform such public dissemination on its own or through one or more third parties (which may include affiliates of the Company), as determined by the Company from time to time under arrangements acceptable to the Company, subject to the requirements of Applicable Law. The Company may designate from time to time, through Important Notice, Applicable Publications or as posted on the Company’s website, standards and procedures for such public dissemination of data. Each User consents to such public dissemination of data contained in SDR Records relating to its Eligible Derivative Transactions.

² See for example, CFTC rule 45.14.

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VI. CORRECTION OF RECORDS; RESOLUTION OF DISPUTES

In the event that the Users to an Eligible Derivative Transaction agree that SDR Records submitted to or maintained by the Company contain erroneous information (e.g., through a mutual mistake of fact), such Users may correct such erroneous information in accordance with the procedures outlined in Rule 3.4 of the Rulebook.

In the event of a dispute between Users as to whether an SDR Record contains erroneous information the User shall follow the procedures outlined in Rule 3.4 of the Rulebook to resolve such disputes.

VII. CERTAIN LEGAL MATTERS

The Company shall not be responsible for a User's failure to properly and accurately report in a timely fashion its positions in Eligible Derivatives Transactions through submission of SDR Records, a User's failure to timely correct errors in SDR Records, or any failure by a Third Party Submitter to properly and accurately report in a timely fashion data to be submitted in SDR Records, in any such case in accordance with this Appendix and the Operating Procedures or Applicable Publications, or for any consequences thereof (legal, regulatory or otherwise). Except as required by Applicable Law or as provided in the Operating Procedures, the Company will not be responsible for confirming or verifying any such information and will base public dissemination and Reports solely on the information provided by or on behalf of Users.

Without limiting any other provision of the Operating Procedures and Applicable Publications, each User consents to the preparation and disclosure of Reports with respect to its SDR Records as set forth in this Appendix and other access to its SDR Records by a Designated Regulator. Each User agrees that the Company shall not be responsible for any use (or non-use) of a Report or other information by a Designated Regulator (or any person to which a Designated Regulator may disclose such Report or other information), or any consequences thereof.

The Company's governance arrangements are intended to be transparent to support, among other things, the objectives of the U.S. Federal Government pursuant to Applicable Law.

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Canadian Repository Appendix to the
DTCC Data Repository (U.S.) LLC Operating Procedures

CANADIAN SWAP DATA REPORTING SERVICE

I. INTRODUCTION

The DTCC Data Repository (U.S.) LLC (“DDR” or “Company”) has been designated or recognized, as applicable, by the Canadian Regulators, as that term is defined below, as a trade 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 applicable regulatory or supervisory authorities as specified herein. The Company may also provide services in similar capacities under the laws of other jurisdictions.

Without limiting the foregoing, the Company will (i) perform all of the required functions of a trade repository under the applicable regulations (“Canadian TR Regulations”) of the Alberta Securities Commission, Autorité des marchés financiers, British Columbia Securities Commission, Manitoba Securities Commission, Financial and Consumer Services Commission New Brunswick, Office of the Superintendent of Securities Newfoundland and Labrador, Northwest Territories Securities Office, Nova Scotia Securities Commission, Office of the Superintendent of Securities Nunavut, Ontario Securities Commission, Office of the Superintendent of Securities Prince Edward Island, Financial and Consumer Affairs Authority of Saskatchewan, and Office of the Superintendent of Securities Yukon Territories (together, the “Canadian Regulators”); (ii) accept, from or on behalf of Users, transaction and life-cycle data for swaps, as and when required to be reported to a trade repository under the Canadian TR Regulations; (iii) allow for confirmation of accuracy of and maintain swap data as required by such regulations; (iv) publicly disseminate and perform recordkeeping of swap data as and when required under the Canadian TR Regulations, either directly or through one or more third parties; (v) provide access to swap data to appropriate regulators as described herein and (vi) generate reports with respect to transaction data maintained in the Company, in each case as specified in further detail in the Operating Procedures and Applicable Publications.

The Canadian Swap Data Reporting Service will be deemed a Service for purposes of 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 the Derivatives Transactions (and related Records) included or to be included in DDR for the purposes of reporting such transactions to Canadian Regulators, this Appendix shall govern.

II. DERIVATIVE TRANSACTIONS

Derivatives Transactions eligible for the Canadian Swap Data Reporting Service include those derivatives transactions prescribed by Canadian TR Regulations, including equity derivatives, interest rate derivatives, credit derivatives, foreign exchange derivatives and commodity derivatives as well as such other derivative transactions, in each case of a type specified

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by the Company from time to time through Applicable Publications or by Important Notice (“Eligible Derivative Transactions”).

III. SUBMISSION OF TRANSACTION DATA

The Company shall specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company’s website the information required or permitted to be included in Records submitted to the Company by or on behalf of Users with respect to Eligible Derivative Transactions and the manner in which such Records may be submitted. For the avoidance of doubt, the Company may specify different templates, standards and procedures for Records for different types of Eligible Derivative Transactions and different events with respect thereto, subject to Applicable Law. The Company will also specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company’s website the manner in which Records may be updated by or on behalf of Users. All Records included or to be included in the Canadian Swap Data Reporting Service from time to time shall be subject to the provisions set forth in this Appendix and the Company’s Important Notices, Applicable Publications and as posted on the Company’s website, each as may be amended from time to time.

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, Important Notice or as posted on the Company’s website. Consistent with Applicable Law, the Company may establish deadlines for the submission of Records for purposes of complying with any periodic reporting to be provided by the Company or other purposes consistent with Applicable Law.

The Company may enter into arrangements with one or more persons (each, a “Third Party Submitter”), including without limitation confirmation and matching platforms, swap execution facilities, security-based swap execution facilities, derivatives clearing organizations and securities clearing agencies, that will be permitted to submit Records for Eligible Derivative Transactions on behalf of other Users. 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 Confidential Information to Third Party Submitters as necessary to validate information in Records or otherwise provide the Services.

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 as required by Applicable Law (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 by the Company as provided herein.

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The Company may establish one or more procedures through which Users can verify the accuracy of Records maintained by the Company (“Verification Procedures”), including without limitation in situations where the User is not the reporting party specified under Applicable Law to submit the Record. Each User agrees to comply with all Verification Procedures applicable to Records relating to its Eligible Derivative Transactions.

The Company shall maintain all Records in accordance with Applicable Law.

IV. REPORTS AND REGULATORY ACCESS

The Company will prepare from time to time reports based on Records (“Reports”) as may be required by Applicable Law or requested by appropriate regulators. Reports may be prepared on an aggregate basis for all Users and/or on a submitting User basis and may have subcategories for product type, counterparty and other relevant categories.

Each User will have access to Reports with respect to Records submitted by it or on its behalf and Records for which it is named as a party to the relevant Eligible Derivative Transaction, and Reports prepared on an aggregate basis for all Users.

Each User will designate, in a manner to be specified by the Company, the regulator or regulators that are to have access to Reports with respect to Records relating to its Eligible Derivative Transactions (each, a “Designated Regulator”). In addition, the Canadian Regulators will be deemed to be a Designated Regulator for Records for Eligible Derivative Transactions submitted to the Canadian Swap Data Reporting Service. The Company will provide a facility for each Designated Regulator for a particular User to have electronic access to such Reports with respect to such User’s Records, as well as Reports prepared on an aggregate basis for all Users.

The reports and access provided pursuant to this Section IV shall be in addition to the Company’s rights to disclose information pursuant to Sections 7 and 8 of the Important Legal Information Section of the Operating Procedures.

V. PUBLIC DISSEMINATION OF TRANSACTION DATA

The Company will comply with the requirements for recordkeeping and public dissemination of data contained in Records, as, when and to the extent provided by Canadian TR Regulations. The Company may perform such public dissemination on its own or through one or more third parties (which may include affiliates of the Company), as determined by the Company from time to time under arrangements acceptable to the Company, subject to the requirements of Applicable Law. The Company may designate from time to time, through Important Notice, Applicable Publications or as posted on the Company’s website, standards and procedures for such public dissemination of data. Each User consents to such public dissemination of data contained in Records relating to its Eligible Derivative Transactions.

VI. CORRECTION OF RECORDS; RESOLUTION OF DISPUTES

In the event that the Users to an Eligible Derivative Transaction agree that Records submitted to or maintained by the Company contain erroneous information (e.g., through a mutual

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mistake of fact), such Users may correct such erroneous information in accordance with the procedures outlined in Rule 3.4 of the Rulebook.

In the event of a dispute between Users as to whether an Record contains erroneous information the User shall follow the procedures outlined in Rule 3.4 of the Rulebook to resolve such disputes.

VII. CERTAIN LEGAL MATTERS

The Company shall not be responsible for a User's failure to properly and accurately report in a timely fashion its positions in Eligible Derivatives Transactions through submission of Records, a User's failure to timely correct errors in Records, or any failure by a Third Party Submitter to properly and accurately report in a timely fashion data to be submitted in Records, in any such case in accordance with this Appendix and the Operating Procedures or Applicable Publications, or for any consequences thereof (legal, regulatory or otherwise). Except as required by Applicable Law or as provided in the Operating Procedures, the Company will not be responsible for confirming or verifying any such information and will base public dissemination and Reports solely on the information provided by or on behalf of Users.

Without limiting any other provision of the Operating Procedures and Applicable Publications, each User consents to the preparation and disclosure of Reports with respect to its Records as set forth in this Appendix and other access to its Records by a Designated Regulator. Each User agrees that the Company shall not be responsible for any use (or non-use) of a Report or other information by a Designated Regulator (or any person to which a Designated Regulator may disclose such Report or other information), or any consequences thereof.

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DTCC Data Repository (U.S.) LLC

Rulebook

Revised as of:

~~September 21, 2021~~ December 2, 2022

This DTCC Data Repository (U.S.) LLC Rulebook, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto is copyright ©202~~2~~¹ by DTCC Data Repository (U.S.) LLC.

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USERS' RIGHTS AND OBLIGATIONS¹

1.1 User Access to DDR Services

The services offered by DTCC Data Repository (U.S.) LLC (“DDR” or the “Company”) that require registration, designation or recognition as a trade repository, swap data repository (“SDR”) or security-based swap data repository (“SBSDR”) under Applicable Law (the “SDR Services”) are available to all Market Participants on a fair, open and equal basis. DDR imposes the following membership qualifications on Users of its SDR Services: (i) requiring execution of membership documents such as the repository user agreement applicable to DDR (“User Agreement”); (ii) compliance with the technical specifications of the SDR Services as published by DDR from time to time; and (iii) compliance with Applicable Law, specifically those related to sanctions administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (collectively, the “Participation Criteria”). In the event a User at any point fails to comply with any or all of the Participation Criteria, such User shall notify DDR of such failure immediately upon discovery, provide a description of all relevant events associated with the failure and provide any other information reasonably requested by DDR.

Specifically, the SDR Services contemplate that Market Participants required to report swap and security-based swap data to a registered, designated or recognized trade repository, SDR or SBSDR in jurisdictions in which DDR operates, will be able to use the SDR Services to satisfy their reporting obligations. DDR does not expect to reject applications to become a User by Market Participants who seek to utilize its SDR Services to satisfy the Users reporting obligations or those of the User’s customers in accordance with Applicable Law, but if an application to become a User is denied, or if a User’s access is terminated, the procedures by which a User may appeal such decisions are contained in Rules 10.1 and 10.2 respectively below.

In order to be granted access to the DDR Systems, use the DDR Systems to report to a Designated Regulator, receive trade information, confirm or verify transactions, submit messages or receive reports a Market Participant must be on-boarded as a DDR User. These Users are required to keep information current and notify DDR of any changes to information they provided through the on-boarding process. A User’s access to Transaction Records via the DDR Systems may be limited by various factors including regulatory confidentiality restrictions or the role of the User related to use of DDR Systems (e.g. trade counterparty, data submitter, SEF, clearing house) as described further in Rule 3.4, below.

The provisions of the DDR Rules, as such term is defined below, do not govern, and will not preclude DDR from offering, services other than SDR Services (“Other Services”), which may include services ancillary to SDR Services, to Users and other persons, to the extent permitted by Applicable Law. For the avoidance of doubt, Other Services may be offered on terms other than those set forth herein. DDR does not and will not bundle or tie the SDR Services with any Other Services.

¹ Capitalized terms used but not otherwise defined in these rules have the meanings set forth in Rule 12.

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1.2 Super Access Coordinators

Users are required to maintain at least two (2) Super Access Coordinators (“SuperACs”) on the DDR System with the correct contact information. SuperACs are responsible for providing access to other individuals (referred to as “ACs”) who are eligible to access the System and use the SDR Services on behalf of the User. SuperACs are also responsible for removing access for any individuals who should no longer access the System on behalf of the User. DDR may contact a User’s SuperACs or ACs with urgent and/or important information regarding the System, the SDR Services 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 the urgent or important information.

1.3 User Rules & Applicable Law

By entering into a User Agreement each User agrees to be bound by the terms of the User Agreement and Operating Procedures (set forth in Appendix A), which incorporate terms of this Rulebook, which is an “Applicable Publication” as defined in the Operating Procedures (collectively the “DDR Rules”).

DDR and its Users are subject to all Applicable Law including Applicable Regulations.

1.4 System Access & Recordkeeping

1.4.1 System Access

Users will be provided logins and the ability to view or receive reports and to view and provide trade details via (a) computer-to-computer links, (b) secure web interface, or (c) other means of access designated by DDR from time to time, for the purpose of effecting electronic submission of records of eligible transactions.

DDR will maintain an audit trail of information submitted by Users.

DDR shall retain exclusive control over the System through which the SDR Services are provided.

1.4.2 Recordkeeping

DDR shall maintain all information as required by Applicable Law as well as maintain swap and security-based swap data throughout the existence of the swap and security-based swap and for 15 years following termination of the swap or security-based swap or as otherwise required by Applicable Regulations. The records will be readily accessible throughout the life of a swap or security-based swap and for 5 years following its termination and shall be in an electronic format that is non-rewriteable and non-erasable. For the remainder of the retention period, the swap or

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security-based swap record will be retrievable within 3 business days. In the event DDR ceases doing business or ceases to be a registered or designated trade repository it shall arrange, for a period of not less than five (5) years or until transfer to the Designated Regulator or its designee or another registered or designated trade repository for that jurisdiction, to preserve, maintain, and make accessible to each Designated Regulator or its designee, the records and data required by Applicable Regulation in accordance with DDR's Wind-Down Policies and Procedures document.

1.5 User Fees

All fees imposed by DDR in connection with the reporting of swap or security-based swap data and any other supplemental or ancillary services provided shall be equitable and established in a uniform and non-discriminatory manner. DDR's Fee Schedules will be available to all Market Participants on DDR's website.

1.6 Limitation of Liability

Limitations on liability as between the User and DDR are contained in Section 9 of the Operating Procedures, attached hereto as Appendix A.

2. MANAGEMENT & CORPORATE STRUCTURE

2.1 Ownership & Structure

DDR is organized as a limited liability company under the laws of the State of New York. DDR is a wholly owned subsidiary of DTCC Deriv/SERV LLC ("Deriv/SERV"). Deriv/SERV is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"), which is the ultimate parent of DDR.

2.2 Management

DDR is governed by the DDR Board of Directors ("Board"). The number of Directors on the Board shall be determined by Deriv/SERV as the sole member of DDR. The Board is composed of individuals selected from the following groups: employees of DDR's users (either fees paying Users or End Users) with derivatives industry experience, buy-side representatives, independents, and members of senior management or the Board of DTCC. The Board will include appropriate representation by individuals who are independent as specified by Applicable Regulations. The Deriv/SERV Nominations Committee shall periodically review the composition of the Board to assure that the level of representation of Directors from Users, management and non-Users is appropriate for the interests of these constituencies in DDR. DDR welcomes suggestions from Market Participants of proposed or alternative candidates to serve on the DDR Board, which may be submitted to DDR in accordance with Rule 10.5.

The Board reserves the right to establish committees as necessary and appropriate to manage its operations and provide strategic guidance. All relevant governance transparency documents and information required under Applicable Law will be readily accessible.

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DDR Officers are selected by Deriv/SERV senior management, who must then be ratified by the DDR Board. DDR Officers shall consist of at least a: Senior Officer and a Chief Compliance Officer.

2.3 Chief Compliance Officer (“CCO”)

The CCO shall have the authority and resources to develop and enforce policies and procedures necessary to fulfill the duties set forth in the Applicable Regulations of any jurisdiction in which DDR provides SDR Services. The Board is responsible for the appointment and removal of the CCO and approval of CCO compensation, which is at the discretion of the Board and effected by a majority vote. Each Designated Regulator which has jurisdiction over DDR shall be notified within two business days of the appointment or removal of the CCO. The CCO reports to the DDR Senior Officer, who is responsible for supervising and recommending the compensation of the CCO. The DDR Board shall meet with the CCO at least annually. The CCO shall have supervisory authority over all staff acting at the direction of the CCO. The duties of the CCO include, but are not limited to, the following:

- (a) oversee and review DDR’s compliance with Applicable Law in jurisdictions where DDR is registered, designated, recognized or otherwise licensed;
- (b) in consultation with the Board or the Senior Officer, resolve any conflicts of interests that may arise, including, but not limited to, conflicts between business considerations and compliance requirements, conflicts between business considerations and compliance requirements for fair and open access, and conflicts between the management and members of the Board;
- (c) establish and administer written policies and procedures reasonably designed to prevent violation of Applicable Law;
- (d) take reasonable steps to ensure compliance with Applicable Law relating to agreements, contracts or transactions and confidentiality agreements entered into with foreign or domestic regulators;
- (e) establish procedures for the remediation of non-compliance issues identified by the CCO through a compliance office review, look-back, internal or external audit finding, self-reported error, or validated complaint;
- (f) notify the Board as soon as practicable upon becoming aware of a circumstance indicating that DDR, or an individual acting on its behalf, is in non-compliance with the Applicable Laws of a jurisdiction in which it operates and either; (1) the non-compliance creates a risk to a User; (2) the non-compliance creates a risk of harm to the capital markets in which it operates; (3) the non-compliance is part of a pattern of non-compliance; or (4) the non-compliance may have an impact on DDR’s ability to carry on business as a trade repository in compliance with Applicable Law.
- (g) establish and follow appropriate procedures for the handling, management response, remediation, retesting and closing of noncompliance issues;
- (h) establish and administer a written code of ethics; and
- (i) prepare and sign an annual compliance report in accordance with Applicable Regulations and associated recordkeeping.

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2.4 Duty to Monitor, Screen and Analyze Swap and Security-Based Swap Data

Consistent with Applicable Regulation, DDR shall establish and maintain sufficient information technology, staff and other resources to fulfill the ability to monitor, screen and analyze all swap and security-based swap data recorded by DDR in such manner as the Designated Regulators may require. In addition, DDR will maintain and provide a list of Designated Regulators' authorized parties in the manner and frequency required by Applicable Regulation. DDR shall provide Designated Regulators with monitoring tools and other access to swap and security-based swap data in a manner that is substantially similar to the capabilities developed for internal use, which will be accessible only by authorized parties.

Consistent with Applicable Regulation, DDR has the capacity and will maintain the capacity to: (i) monitor swap and security-based swap data; (ii) build reports for analysis of swap and security-based swap data; (iii) send completed reports to its Designated Regulators as applicable; and (iv) accept monitoring, screening, and analysis requests from its Designated Regulators.

3. USER SUBMISSION OF DATA, DATA AVAILABILITY & CORRECTION OF ERRORS

3.1 Asset Classes

DDR will provide Users with the ability to submit data for over-the-counter ("OTC") derivatives for Credits, Equities, Rates, Foreign Exchange ("FX") and other Commodity asset classes.

3.2 Connectivity

With regard to User connectivity, specifications and requirements, please see the DDR Operating Procedures as set forth in Appendix A. [-For additional information, please review the materials available on the DTCC learning center \(https://www.dtccllearning.com/\).](https://www.dtccllearning.com/)

3.3 Transactional Data and Submission Processing

3.3.1 General; Message Types

DDR utilizes message templates for the ingestion of data. Submitters of data may update pre-defined data fields as required by DDR to create a new trade record or update an existing trade record. DDR supports the following message types:

Trade State: This message supports regulatory non-public reporting and is used to report the full details of the trades at a certain point in time. End of day Trade State Reports will be created from the latest trade and valuation submissions made by a participant. Trade State is simply the trade with the latest submitted values and represents the current "state" of the trade.

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PPD Message (Public Price Dissemination): This message is used to report the pricing Information of the trade and lifecycle events publicly. The transaction type on the submission indicates if the PPD Message is for a trade or a lifecycle event. The Reporting Party will be required to use this message to instruct DDR to disseminate the record on DDR's public website. DDR's message template identifies required fields that must be populated. Upon receipt of the PPD message, DDR will timestamp the record and generate a dissemination ID for the trade record. DDR will disseminate the record to its public website after applying any time delay required by Applicable Law.

Valuation: Valuation messages are sent separately from Trade State, ~~and PPD, and Collateral~~ messages and contain all valuation data as of the point of submission. ~~Valuation messages will be processed and made available (via a searchable portal) to the Users and regulators throughout the day and will also be appended to latest received Trade State data received before the 4am ET end of day cutoff. The valuation data, together with the Trade State data, will represent the final and current "state" of the trade for a particular day and will be made available to the Users and to the regulators on daily Trade State Reports.~~

Collateral: Collateral messages are sent separately from Trade State, PPD, and Valuation messages and contain all collateral data as of the point of submission.

3.3.2 Reporting Parties

To enable Reporting Parties under Applicable Regulations to meet their reporting obligation DDR will support the following entity types:

- Trade counterparties
- Central clearing counterparties, including DCOs
- Electronic platforms, including SEFs
- Boards of trade (or exchanges), including DCMs
- Third party submitters to the DDR (on behalf of a counterparty)
- ~~• Confirmation services~~
- ~~• Asset servicing platforms~~
- ~~• Custodians~~
- ~~• Asset and investment managers~~
- Any other User of DDR

3.3.3 Exception and Exemptions from Mandatory Clearing Requirements

Pursuant to Applicable Law, certain transactions submitted by Users may be exempt or subject to an exception to the clearing requirement. Information on how Users who qualify for an exemption, exception or other relief from the clearing requirement, can elect to claim, such exemption, exception or other relief from clearing is located under the Essentials column on the DDR website (<https://www.dtcc.com/repository-and-derivatives-services/repository-services/gtr-north-america>).

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3.4 Data Availability and Correction of Errors

The SDR Services make Transaction Records available to Users in trade detail reports. The type of report(s) that a User receives with respect to a particular trade is dictated by the User's role as indicated on to the trade. These reports enable Users to view all Transaction Records where they are a counterparty in order to reconcile such data to their own risk systems. Users may also direct that their reports be made available to other persons by completing the applicable authorization documentation; such authorization shall remain in effect until revoked by completing the applicable authorization termination documentation. Users are provided with the ability to submit error correction messages if errors are found during reconciliation processes. A User may only correct a record where such User is indicated on the trade message as the submitter or the submitted for party. Users shall be responsible for resolving any disputes between themselves uncovered during this reconciliation process and, as appropriate, submitting correct information. Corrections can be submitted for Trade State, Valuation, ~~and PPD,~~ and Collateral message types and will be reflected as such on applicable report types. DDR shall maintain a record of all corrections pursuant to Applicable Regulations and such records shall be available to the applicable Designated Regulator.

~~The four types of trade detail reports are described below. Reports will include data from 12AM ET to 11:59:59PM ET for each reporting day. For descriptions of the available reports and additional information related to these reports and message corrections, please review the materials available on the DTCC learning center (<https://www.dtccllearning.com/>), including the applicable message specifications, participant report examples, and participant report summaries.~~

Submission Report

- ~~• The Submission Report is an end of day report that contains all submitted data fields.~~
- ~~• The report is available for Users indicated on the trade message as submitter, submitted for party, or execution agent.~~
- ~~• ACK/NACK status for all submissions for the reporting date are included.~~
- ~~• All Message types are represented (independent of whether they are submitted via CSV, FpML, or XML).~~
- ~~• The report format is the same for all asset classes. Where a field does not apply to an asset class, that field value will be blank.~~
- ~~• Applicable client submitted and DDR-generated timestamps are included.~~

Trade Activity Report

- ~~• The Trade Activity Report is an end of day report that contains reporting date activity in the regulator view, with field names corresponding to the Regulation Field name.~~
- ~~• The report is available for Users indicated on the trade message as submitter, submitted for party, or execution agent, and applicable Designated Regulators.~~
- ~~• All submissions that have ACKed for the reporting date are included.~~
- ~~• All Message Types are represented (independent of whether they are submitted via CSV, FpML, or XML).~~
- ~~• The report format is the same for all asset classes. Where a field does not apply to an asset class, that field value will be blank.~~

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- ~~• Applicable client submitted and DDR generated timestamps are included.~~

Trade State Report

- ~~• The Trade State Report is an end of day report that contains the end of day state of live trades in the regulator view, with field names corresponding to the Regulation Field Name.~~
- ~~• A trade is considered live:
 - ~~○ Up to and including the expiration date; or~~
 - ~~○ Up to but not including the date a trade was intentionally exited.~~~~
- ~~• The report is available for Users indicated on the trade message as the submitted for party, non-reporting counterparty (with some values masked), or execution agent, and applicable Designated Regulators.~~
- ~~• The latest valuation for the trade is included.~~
- ~~• The report format is the same for all asset classes. Where a field does not apply to an asset class, that field value will be blank.~~
- ~~• Where there is more than one submitted for party and/or more than one reporting Jurisdiction or Province, there will be a separate line in the report for each.~~
- ~~• Applicable client submitted and DDR generated timestamps are included.~~

PPD Status Report

- ~~• The PPD Status Report is an end of day report that contains reporting date PPD dissemination data in the regulator view, with field names corresponding to the Regulation Field Name.~~
- ~~• The report is available for Users indicated on the trade message as the submitter and applicable Designated Regulators.~~
- ~~• All submissions that have ACKed for the reporting date are included.~~
- ~~• All PPD submissions are represented (independent of whether they are submitted via CSV, FpML, or XML).~~
- ~~• The report format is the same for all asset classes. Where a field does not apply to an asset class, that field value will be blank.~~
- ~~• Applicable client submitted and DDR generated timestamps are included.~~

3.5 DDR System Validations

Upon submission, the DDR System will perform validation checks to ensure that each submitted record is complete and conforms to DDR's message ingestion requirements. Validation of information received or disseminated by the DDR System is completed systemically. DDR may reject a Transaction Record submitted due the submission failing to meet DDR validations, including but not limited to, the submitter must be recognized by the DDR System, the submitter must be eligible to submit records, the submission must be in a format that can be ingested by DDR, and the submission must meet all Designated Regulator and DDR data format and content requirements. If the record fails these validation or consistency checks, the record will be rejected, and such rejection status will be communicated to the User(s) to correct and re-submit. A rejected submission is deemed not to have been submitted at all with respect to reporting to the jurisdiction for which it was rejected (it is possible that one Transaction Record is submitted to comply with

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reporting in more than one jurisdiction and may be acceptable for one jurisdiction, but rejected for the other). For additional information on the validations DDR employs, please review the materials available on the DTCC learning center (<https://www.dtclearning.com/>), including the applicable message specifications.

4. UNIQUE IDENTIFIERS

4.1 Overview

Unique identifiers are required to be assigned to all swap and security-based swap transactions which identify the transactions uniquely throughout their duration and facilitate the reporting of life cycle events and correction of errors in information previously submitted to DDR.

4.2 ~~Unique Swap Identifiers (“USI”) and Unique Trade Identifier (“UTI”)~~

A ~~Unique Swap Identifier (USI) (for trades existing in the System prior to December 3, 2022)- or a global Unique Trade Identifier (UTI)~~ is utilized to identify swap and security-based swap transactions between unique pairs and will be used to identify the particular swap or security-based swap transaction throughout its existence. The ~~USI or~~ UTI is required on all new trade submission records. If a ~~USI or~~ UTI is not provided, the submission will be rejected, and such rejection status will be communicated to the submitting party. The DDR System will check each USI or UTI received to ensure that the USI or UTI is well-formed (e.g., correct data type and field length). If the USI or UTI is not well-formed, the submission will be rejected, and such rejection status will be communicated to the submitting party.

4.3 Legal Entity Identifier (“LEI”)

An LEI is intended to uniquely identify counterparties. Each User that is a Reporting Party must provide an LEI for itself and its counterparty for each Transaction Record submitted. During the onboarding process, DDR requires certain data be provided in order to register a new User. The new User will be asked to provide the LEI code along with additional information such as entity type (e.g., Swap Dealer, Major Swap Participant). If the new User does not have an LEI code, DDR staff will ask the User to register an LEI code prior to on boarding.

4.4 ~~Unique Product Identifiers (“UPIs”)~~

For Product IDs associated with swaps and/or security based swaps, DDR accepts the ISDA taxonomy and only those such identifiers as specifically set out in the applicable message specifications for the Underlying Asset ID Type field found on the DTCC Learning Center website (<https://www.dtclearning.com/>) or made available to Users via means normally employed by the Company to communicate with its Users. DDR will rely on the above referenced classification systems until such time as an internationally recognized standard-setting system is recognized by the Designated Regulator. For SEC reporting, DDR requires information sufficient to identify the data and calculate price as required by Applicable Regulation or the data must be identified as a customized security-based swap in the manner specified by DDR.

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5. PUBLIC REPORTING OF SWAP AND SECURITY-BASED SWAP DATA

Public Data shall be available in accordance with Applicable Regulations and accessible on DDR's website as further specified in Section V of the Appendices to the Operating Procedures as set forth in Appendix A.

5.1 DDR Real-Time Dissemination – Description

Real-time dissemination shall be subject to the general systems availability as specified in Rule 7 hereunder to allow for systems maintenance.

5.1.1 Public Price Dissemination Pursuant to CFTC Regulation

DDR will provide a mechanism for public access to transaction information submitted to DDR, as required under and subject to the timeframes and delays set forth in Part 43 of the CFTC's regulations. As required by Applicable Regulations, DDR shall publicly disseminate U.S. swap transaction and price data subject to:

- (a) applicable rounding of notional or principal amounts which shall be capped and subject to applicable time delays; and
- (b) applicable block transaction thresholds and corresponding time delays.

5.1.2 Public Price Dissemination pursuant to Canadian Regulations

DDR does not determine whether a transaction report should be disseminated publicly. Any such transaction report received is disseminated publicly if it passes validations and is directed to a Canadian Regulator. DDR requires that the Reporting Party provides only transaction reports that are required to be disseminated under Canadian Regulations. DDR will provide a mechanism for public access to transaction information submitted to DDR, as required under and subject to the timeframes and delays set forth in the applicable Canadian Regulations.

5.1.3 Public Price Dissemination pursuant to SEC Regulations

In accordance with SEC Regulations, dissemination of an accepted PPD Message for SEC reporting will immediately follow receipt and processing. For a security-based swap based on a single credit instrument or a narrow-based index of credit instruments having a notional size of \$5 million or greater, DDR will disseminate a capped size of \$5 million in lieu of the true notional size. For all other security-based swaps, DDR will apply capping and rounding logic according to applicable CFTC regulations.

5.1.4 Identity of Parties Not to be Disclosed

The data which is publicly disseminated is limited to that required by Applicable Regulations provided that in no case shall data be publicly disseminated which discloses the identity of a party

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to the swap or security-based swap or facilitates the identification of a party to a swap or security-based swap.

5.2 DDR Notification

DDR will notify the CFTC of any swap transaction for which DDR becomes aware the real-time swap data was not received by DDR in accordance with the timeframes required by Applicable Regulations.

5.3 Block Trade Calculation for CFTC Reporting

Based upon User indication in its message submission, for certain asset classes, DDR calculates whether a specified swap qualifies as a block trade pursuant to CFTC Part 43 [and Part 45](#).

6. ACCESS TO AND USE OF DATA

6.1 Access by Designated Regulators

Pursuant to Applicable Law, the Designated Regulators, as well as any designee of the Designated Regulators, including another registered entity, shall be provided with direct electronic access to data reported to DDR in satisfaction of such Designated Regulator's regulatory mandate in order to satisfy their legal and regulatory obligations.

6.2 DDR Use of Swap and Security-Based Swap Information

As part of the SDR Services, DDR receives and collects swap and security-based swap data in the ordinary course of its business from various Market Participants and registered entities for the purpose of maintaining a centralized recordkeeping facility for swaps and security-based swaps. The collection and maintenance of this data is designed to enhance the transparency, promote standardization and reduce systemic risk by making this data available to regulators and the public pursuant to Applicable Law.

DDR shall not, as a condition of the reporting of swap or security-based swap transaction data, require a Reporting Party to consent to the use of reported data for commercial or business purposes. DDR shall not make commercial use of real-time swap data prior to its public dissemination.

6.3 Access by DDR Third Party Service Providers to Data Retained by DDR

Third-party access to data maintained by DDR is permissible provided the following conditions have been satisfied in addition to any other provisions of Applicable Regulations:

- (a) DDR and the third-party service provider to DDR shall have strict confidentiality procedures that protect data and information from improper disclosure; and

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- (b) DDR and the third-party service provider shall enter into an agreement setting forth minimum confidentiality procedures and permissible use of the information maintained by DDR.

6.4 Access to Data by Other Regulators and Entities

Any entity that is not a Designated Regulator and is authorized by Applicable Law to receive access to data held by DDR shall, prior to receiving such access from DDR, comply with all requirements for such access under Applicable Law. In connection with the access contemplated by this section, requestor will provide any additional information DDR may need to fulfill the request. DDR will provide all notifications required by Applicable Law related to a request for data under this section.

6.5 Denial of Access to Data

In the event a request for access to data made pursuant to Section 6 is denied by DDR, the party making the request (the “Subject Party”) shall be notified of the grounds for the denial (the “Data Access Denial Notice”). It shall thereafter be the responsibility of the Subject Party to address the issues identified in the Data Access Denial Notice and resubmit the application in accordance with the applicable provisions of this Section 6.

7. DDR SYSTEM

7.1 System Capacity

Consistent with Applicable Law, the DDR System is designed to provide reliable, secure and adequate scalable capacity sufficient to perform its trade repository functions. DDR conducts routine assessments of the capacity of the DDR System, including measuring peak and average system usage against projected usage, and also considers the anticipated impact of system changes in relation to current and future DDR System capacity.

7.2 DDR System Availability

The DDR System is available 7 days per week, 24 hours per day Monday through Sunday, except from 10:00 pm (ET) Saturday to 6:00 am (ET) Sunday to enable maintenance to be performed on the DDR System (“Closed Hours”). On occasion, as necessary to support time sensitive processes or maintenance occurring outside of Closed Hours, DDR Systems may be unavailable for processing (“Unscheduled Downtime”). Data submitted during DDR System Unscheduled Downtime is stored and processed once the service has resumed. If during Unscheduled Downtime DDR cannot receive and hold in queue transaction information that was required to be reported pursuant to Applicable Regulations, it will immediately upon resumption of processing operations notify Users that it has resumed normal operations.

7.3 Emergency Responses

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DDR retains the right to exercise emergency authority in the event of circumstances determined by DDR to require such response or upon request by the Designated Regulators as applicable. Any exercise of DDR's emergency authority shall be adequate to address the nature and scope of any such emergency. The Senior Officer of DDR shall have the authority to exercise emergency authority and in his/her absence, any other officer of DDR shall have such authority.

Circumstances requiring the invocation of emergency authority include, but are not limited to, occurrences or circumstances:

- (a) determined by DDR to constitute an emergency; or
- (b) which threaten the proper functioning of the DDR System and the SDR Services; ~~or~~
- ~~(c) which materially and adversely affect the performance of the DDR System and the SDR Services.~~

Emergencies include but are not limited to natural, man-made and information technology emergencies, including Force Majeure Events. DDR shall notify the Designated Regulators, as soon as reasonably practicable, of an invocation of emergency authority ~~or a material system outage is detected by DDR~~. Such notification shall be provided in accordance with Applicable Regulations and will include the reasons for taking such emergency action, how potential conflicts of interest were minimized and documentation of the decision-making process.

Documentation underlying the emergency shall be made available to the Designated Regulators upon request.

DDR shall avoid conflicts of interest in decision-making with respect to an emergency authority taken. If a potential conflict of interest arises, the CCO shall be notified and consulted for the purpose of resolving the potential conflict. DDR shall issue an Important Notice as to all Users as soon as reasonably practicable in the event such emergency authority is exercised. Any emergency actions taken by DDR may be terminated by the Senior Officer and in his/her absence, any other officer of DDR. Such termination of an emergency action will be followed by the issuance of an Important Notice as soon as reasonably practicable.

8. BUSINESS CONTINUITY

8.1 Business Continuity and Disaster Recovery

The DDR System is supported by DTCC and relies on the disaster recovery program maintained by DTCC. DDR follows these key principles for business continuity and disaster recovery, which enable DDR to provide timely resumption of critical services should there be any disruption to DDR business:

- (a) Achieve recovery of critical services within a four-hour window with faster recovery time in less extreme situations;
- (b) Disperse staff across geographically diverse operating facilities;
- (c) Operate multiple back-up data centers linked by a highly resilient network technology;
- (d) Maintain emergency command and out-of-region operating control;

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- (e) Utilize new technology which provides high-volume, high-speed, asynchronous data transfer over distances of 1,000 miles or more;
- (f) Maintain processes that mitigate marketplace, operational and cyber-attack risks;
- (g) Test continuity plan readiness and connectivity on a regular basis, ensuring that Users and third-party vendors/service providers can connect to our primary and back-up sites;
- (h) Communicate on an emergency basis with the market, Users and government agency decision-makers; and
- (i) Evaluate, test and utilize best business continuity and resiliency practices.

8.2 Wind-Down Plan

In order to satisfy applicable regulatory requirements, DDR maintains written rules, policies and procedures reasonably designed to facilitate its orderly wind-down. Such rules, policies and procedures are approved by its Board and shared with its regulators. These rules, policies and procedures are contained in the DDR Wind-Down Policies and Procedures document. The plan is designed to address critical operations and services performed as a going concern during a wind-down period and to assess the effectiveness of a full range of options for an orderly wind-down.

9. DATA INFORMATION SECURITY

9.1 Overview

DDR will be responsible for monitoring the performance of DTCC regarding implementation and maintenance of information security within its infrastructure.

9.2 System Safeguards

DTCC has established a Technology Risk Management team, whose role is to manage information security risk and ensure the availability, integrity and confidentiality of the organization's information assets.

Various policies have been developed to provide the framework for both physical and information security and are routinely refreshed. The Technology Risk Management team carries out a series of processes to endeavor to ensure DDR is protected in a cost-effective and comprehensive manner while still meeting the requirements of Applicable Regulations. This includes preventative controls such as firewalls, appropriate encryption technology and authentication methods. Vulnerability scanning is used to identify high risks to be mitigated and managed and to measure conformance against the policies and standards.

Standards for protecting Company information are based upon the sensitivity level of that information. Control standards specify technical requirements for protection and end user handling of information while in use, transmission, and storage.

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10. DENIAL OF USER APPLICATION, TERMINATION & RESTRICTIVE ACTIONS

10.1 Denial of User Application

This Rule 10.1 outlines the process ~~required~~ for DDR to decline the request (an “Application”) of an applicant (an “Applicant”) to become a User of all or any SDR Services. Applicants may be denied access to the DDR System if required pursuant to Applicable Law (e.g., sanctions administered and enforced by OFAC or the Canadian Government’s Office of the Superintendent of Financial Institutions (“OSFI”)). In addition, DDR may deny an Applicant access to the DDR System if, in DDR’s reasonable discretion and in compliance with Applicable Law, acceptance of such Applicant could cause harm to DDR, its Affiliates, or Users. Applicants to DDR shall be entitled to notice and an opportunity for a hearing if DDR declines an Application. An Applicant may be declined if required by Applicable Law. DDR shall promptly notify all Designated Regulators should an Applicant be denied access to SDR Services, or limited in respect of access to services offered, directly or indirectly. ~~If the denial of an Application is reversed, such Application will be accepted, and the Applicant granted access following completion of on boarding requirements.~~

~~10.1.1 Application to DDR Declined~~

In conjunction with the denial of an Application, DDR shall furnish the Applicant with a written statement setting forth the grounds for the determination (the “Denial Notice”). The Denial Notice shall inform the Applicant of its right to request a hearing with respect to the determination pursuant to Rule 10.1.26.

~~10.1.2 Hearing~~

~~(a) — To request a hearing on a denial of an Application, an Applicant shall file such a request (the “Hearing Request”) with the Secretary of DDR as described in Rule 10.5 within 5 business days of receipt of the Denial Notice. The Hearing Request must set forth: (i) the action to be taken by DDR as set forth in the Denial Notice; and (ii) the name of the representative of the Applicant who may be contacted with respect to a hearing.~~

~~(b) — Within 7 business days after the Applicant files such Hearing Request, such Applicant shall submit to DDR a clear and concise written statement (the “Applicant Statement”) setting forth, with particularity: (i) the basis for objection to such action; and (ii) whether the Applicant chooses to be represented by counsel at the hearing. DDR may deny the right for a hearing if the Applicant Statement fails to set forth a prima facie basis for contesting the violation.~~

~~(c) — The failure of an Applicant to file either the Hearing Request and/or Applicant Statement within the time frames required under this Rule 10.1.1 will be deemed an election to waive the right to a hearing.~~

~~(d) — Hearings shall take place promptly after receipt of the Applicant Statement. DDR shall notify the Applicant in writing of the date, place and hour of the hearing at least 5 business~~

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~~days prior to the hearing (unless the parties agree to waive the 5-business-day requirement). Such hearing must take place in New York during business hours unless otherwise agreed by the parties.~~

~~(e) — A hearing shall be before a panel (the "Panel") of three individuals. The Panel shall consist of 3 members of the Board or their designees selected by the Chairman of the Board. At the hearing, the Applicant shall be afforded an opportunity to be heard and may be represented by counsel if the Applicant has so elected in the Applicant Statement. A record shall be kept of the hearing. The costs associated with the hearing may, in the discretion of the Panel, be charged in whole or in part to the Applicant in the event that the decision at the hearing is adverse to the Applicant.~~

~~(f) — The Panel shall advise the Applicant of its decision within 10 business days after the conclusion of the hearing. The decision of the Panel shall be disclosed in, a notice of the decision (the "Decision Notice") setting forth the specific grounds upon which the decision is based and shall be furnished to the Applicant. A copy of the Decision Notice shall also be furnished to the Chairman of the Board. If the decision of the Panel shall be to reverse the denial, such Application will be returned to the staff for processing.~~

~~(g) — Any denial as to which an Applicant has the right to request a hearing pursuant to Rule 10.1.2 shall be deemed final upon the earliest of: (i) when the Applicant stipulates to the denial; (ii) the expiration of the applicable time period provided for the filing of a Hearing Notice and/or Applicant Statement; or (iii) when the Decision Notice is delivered to the Applicant. Notwithstanding the foregoing, the Board may in its discretion modify any sanctions imposed or reverse any decision of the Panel that is adverse to an Applicant. The reversal or modification by the Board of a Panel decision or reversal or modification by the Panel of any action by DDR shall not provide such Applicant with any rights against DDR or its officers or Directors for determination made prior to such reversal or modification.~~

10.2 Involuntary Termination Procedures

10.2.1 User Termination Events by DDR

DDR may involuntarily terminate a User's account, User Agreement and access to the SDR Services (an "Involuntary Termination") in the following circumstances: (a) the User has ~~materially breached~~failed to comply with the terms of its User Agreement, the DDR Operating Procedures or the rules contained in this Rulebook, which shall be deemed to include a User's failure to pay fees when due; (b) the User's violation of any Applicable Law; (c) DDR, in its sole discretion, deems such action necessary or appropriate in connection with Applicable Law, including those relating to the regulations administered and enforced by OFAC or OSFI; or ~~(de)~~ the User's ~~account use of the System~~ or User's IT system is causing or may cause material harm, as determined in DDR's reasonable discretion, to DDR, its Affiliates, or Users, or the normal operation of the System (each a "Termination Event"). The determination whether to Involuntarily Terminate a User shall be made by DDR's Senior Officer, in consultation with DDR's counsel and CCO.

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~~Upon the occurrence of a Termination Event, DDR's Senior Officer, in consultation with DDR's counsel and CCO, shall: (i) determine whether or not such User shall be Involuntary Terminated; and (ii) present any decision that would result in the Involuntary Termination of a User based on the specific facts and circumstances of the applicable Termination Event (a "Termination Decision") to the DDR Board for approval. Notwithstanding the foregoing, if a Termination Decision has been issued as a result of the subject User's failure to pay fees totaling less than \$5,000, no DDR Board approval shall be required. Upon approval by the DDR Board or the Termination Decision, if no approval is required, the Involuntary Termination shall be deemed effective and such termination shall continue to be effective, notwithstanding any appeal thereof pursuant to Rule 10.62.3, unless and until such termination is modified or rescinded pursuant to Rule 10.62.3. DDR's rights under this Rule 10.2 will be in addition to and separate from its rights under Rule 10.3.~~

10.2.2 Notice and Effect of Termination

(a) Notice: In the event a User is Involuntary Terminated in accordance with the provisions of this Rule 10.2, DDR shall take the following steps: (i) provide notice of the Involuntary Termination to the subject User in writing or via email ("User Notice") as described in Rule 10.5; and (ii) provide prompt notice to the applicable Designated Regulators. The User Notice shall advise the subject User to contact DDR for information on how pending matters will be affected by the Involuntary Termination and what steps are to be taken in connection therewith.

(b) Pending Submissions: Notwithstanding any other provision of the DDR Rules, DDR shall have no obligation to accept any submission of a terminated User that was affected after the time at which User was terminated from access to the System.

~~(c) Appeal: 10.2.3 — Right of Appeal to Involuntary Termination~~

A User who has been Involuntary Terminated pursuant to this Rule 10.2 shall be entitled, upon request, to a written statement of the grounds for its termination and shall have the right to appeal its termination of access in accordance with the procedure described in Rule 10.6 below.

~~(a) — A terminated User may appeal its termination of access by filing a written notice of appeal within 5 business days after the date of termination of access to the Corporate Secretary as described in Rule 10.5.~~

~~(b) — Appeals shall be considered and decided by the Appeal Panel (a panel comprised of a Chairman and two individuals appointed by the Chairman of the Board to consider appeals under Rule 10.2 and the DDR Rules). An appeal shall be heard as promptly as possible, and in no event more than 5 business days after the filing of the notice of appeal. The appellant shall be notified of the time, place and date of the hearing not less than 3 business days in advance of such date. At the hearing, the appellant shall be afforded an opportunity to be heard and to present evidence in its own behalf, and may, if it so desires, be represented by counsel. As promptly as possible after the hearing, the Appeal Panel shall, by the vote of a majority of its members, affirm~~

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~~or reverse the termination of access or modify the terms thereof. The appellant shall be notified in writing of the Appeal Panel's decision; and if the decision shall have been to affirm or modify the termination, the appellant shall be given a written statement of the grounds therefor.~~

~~(c) — Any decision by the Appeal Panel to affirm or modify a termination shall be reviewable by the Board on its own motion or on written demand by the appellant filed with DDR within 3 business days after receipt of notice of the Appeal Panel's decision. The Board may, but is not required to, afford the appellant a further opportunity to be heard or to present evidence. The appellant shall be notified in writing of the decision of the Board, and if the decision shall have been to affirm or modify the termination, the appellant shall be given a written statement of the grounds therefor.~~

~~(d) — The filing of an appeal pursuant to this Rule shall not impair the validity or stay the effect of the termination appealed from. The reversal or modification of a termination shall not invalidate any acts of DDR taken pursuant to such termination prior to such reversal or modification, and the rights of any person which may arise out of any such acts shall not be affected by such reversal or modification.~~

~~(e) — A record shall be kept of any hearing held pursuant hereto. The cost of the transcript may, in the discretion of the body holding the hearing, be charged in whole or in part to the terminated User in the event that the termination of access is finally affirmed.~~

10.3 Other Restrictive Actions

~~10.3.1 Restriction of Use, Assessment of Costs Incurred and Financial Penalties~~

(a) DDR, upon agreement of DDR's Senior Officer and CCO, may temporarily deny access to or otherwise impose restrictions on the use of the DDR System on a User, assess such User with costs incurred, apply any deterrent financial penalties that DDR deems necessary, or take such other actions as DDR deems reasonably necessary to protect its systems and other Users (a "Restrictive Action"), for: (i) a violation of the DDR Rules (including failure to pay fees when due); (ii) any neglect or refusal by such User to comply with any direction DDR deems reasonably necessary to protect its systems and other Users; or (iii) any error, delay or other conduct that DDR determines, in its reasonable discretion, may materially and adversely affects the operations of DDR (each a "Subject Event"). ~~Limits to the activities, functions or operation of Users may include, but are not limited to, access to the DDR System or ability to submit data via a non-approved source (e.g., temporarily suspending the submission queue, where inbound messaging is at issue, while still allowing the User to maintain access to the web interface and allowing for submissions via other network services such as a spreadsheet upload). Notwithstanding the foregoing, in the event of a Subject Event and in addition to any other action taken by DDR, DDR may assess such User with all costs incurred by DDR in connection with such Subject Event and apply any deterrent financial penalties that DDR deems necessary.~~

(b) Before any Restrictive Action is taken, DDR shall furnish the applicable User ("Respondent") with a concise written statement describing the Subject Event and any Restrictive Action to be taken (the "Subject Event Statement"). However, no prior written statement shall be required to be provided if the Restrictive Action is being taken by DDR in response to protecting

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the security of data, the DDR System or other Users. In such circumstances, a Subject Event Statement shall promptly follow the DDR action.

(c) A User subject to a Restrictive Action shall have the right to a hearing to contest such Restrictive Action in accordance with the procedure described in Rule 10.6 below.

(d) DDR shall provide prompt notice to the applicable Designated Regulators of any action taken in accordance with this Rule ~~or any terminations pursuant to Rule 10.32.~~

~~10.3.2 Procedures for Other Restrictive Proceedings~~

~~(a) Before any action in accordance with Rule 10.3.1 is taken, DDR shall furnish the subject User (“Respondent”) with a concise written statement describing the Subject Event applicable to the Respondent (the “Subject Event Statement”). However, no prior written statement shall be required to be provided if the action is being taken by DDR in response to protecting the security of data, the DDR System or other Users. In such circumstances, a written statement shall promptly follow the DDR action. The Respondent shall have 10 business days after the service of such statement to file with DDR a written answer thereto. The answer shall admit or deny each allegation contained in the Subject Event Statement and may also contain any defense which the Respondent wishes to submit. Allegations contained in the Subject Event Statement which are not denied in the answer shall be deemed to have been admitted, and any defense not raised in the answer shall be deemed to have been waived. If an answer is not provided to DDR within the time permitted, as determined by the CCO, in consultation with DDR’s counsel, the allegations shall be deemed to have been admitted, and the Respondent will be notified in writing of any action that shall be taken. If an answer is timely filed, DDR shall (unless the Respondent and DDR shall have stipulated to the imposition of an agreed action) schedule a hearing before a panel comprised of a Chairman and 2 (two) individuals appointed by the Chairman of the Board to conduct proceedings under this Rule (the “Restrictive Actions Panel”). At the hearing, the Respondent shall be afforded the opportunity to be heard and to present evidence on its behalf and may be represented by counsel. A record of the hearing shall be prepared, and the cost of the transcript may, in the discretion of the Restrictive Actions Panel, be charged in whole or in part to the Respondent in the event any action is taken against the Respondent. As soon as practicable after the conclusion of the hearing, the Restrictive Actions Panel shall furnish the Respondent and the Board with a written statement of its decision. If the decision is to take an action in accordance with this Rule, the written statement shall set forth the action being taken and the facts surrounding the violation of these Rules.~~

~~(b) In the event that the Restrictive Actions Panel censures, fines, suspends, expels or limits the activities, functions or operations of any Respondent, any affected User may apply for review to the Board, by written motion filed with DDR to the Corporate Secretary as described in 10.5 within 5 business days after issuance of the Restrictive Actions Panel’s written statement of its decision.~~

~~(c) The granting of any such motion shall be within the discretion of the Board. In addition, the Board may determine to review any such action by the Restrictive Actions Panel on its own motion. Based upon such review, the Board may affirm, reverse or modify, in whole or in~~

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~~part, the decision of the Restrictive Actions Panel. The Respondent shall be notified in writing of the decision of the Board which shall be final. Once a decision of the Restrictive Actions Panel is final, the CCO will facilitate and coordinate the administration of any such action taken as a result of such proceedings.~~

~~(d) — Any time limit set forth in this Rule may be extended by the body having jurisdiction over the matter in respect of which the time limit is imposed.~~

~~(e) — The summary termination of access by a User pursuant to Rule 10.3 shall not be deemed to be a “action” taken in accordance with this Rule, and the provisions of this Rule shall be inapplicable to any such summary termination.~~

10.4 Audits, Provision of Information and Cooperation

Subject to Applicable Law, each User will comply with all reasonable requests by DDR for information, documentation or data concerning such User and related to such User’s use of the System as DDR may deem necessary. DDR will have the right to audit or inspect a User (and its facilities) with respect to its use of the System, upon reasonable notice, and Users shall cooperate with such audits or inspections and with other inquiries by DDR concerning their use of the System.

The CCO or his/her delegate shall have authority to investigate any potential rule violation, shall be responsible for enforcing sanctions related to violations and for following the procedures outlined in Rule 10.4.

10.5 Communications to DDR Corporate Secretary

Communications with respect to matters described in Rule 2.2 and this Rule 10 when addressed to DDR shall be to:

DTCC Data Repository (U.S.) LLC
55 Water Street
New York, New York 10041
Attention: Corporate Secretary’s Office

CorporateSecretary@dtcc.com
With a copy to:
ddrnotices@dtcc.com

Communications with respect to matters described in this Rule 10 when to an Applicant or User shall be sufficiently served if in writing and delivered by courier or U.S. mail to the office address or emailed to the email address provided by such Applicant or User. Any notice, if mailed by U.S. mail, shall be deemed to have been given when received by the Applicant or User and any notice emailed will be deemed to have been given upon transmission.

10.61.2 Hearing/Appeal

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(a) To request a hearing on a denial of an Application, an Involuntary Termination, or a Restrictive Action, pursuant to this Rule 10 (each an “Adverse Action”), an Applicant or User, as applicable (the “Requestor”), shall file such a request (the “Hearing Request”) with the Secretary of DDR as described in Rule 10.5 within 5 business days of receipt of the Denial Notice, User Notice, or Subject Event Statement, as applicable. (the “Notification”). The Hearing Request must set forth: (i) the Adverse Action action to be taken by DDR as set forth in the Denial NoticeNotification; and (ii) the name of the representative of the Applicant-Requestor who may be contacted with respect to a hearing.

(b) Within 7 business days after the Applicant-Requestor files ~~such a~~ Hearing Request, such Requestor Applicant shall submit to DDR a clear and concise written statement (the “Requestor Applicant Statement”) setting forth, with particularity: (i) the basis for objection to ~~such the~~ Adverse Action; and (ii) whether the Requestor Applicant chooses to be represented by counsel at the hearing. DDR may deny the right application for a hearing if the Requestor Applicant Statement fails to set forth a prima facie basis for contesting the ~~violation~~ Adverse Action.

(c) The failure of an Requestor Applicant to file either the Hearing Request and/or Requestor Applicant Statement within the time frames required under this Rule 10.61.1 will be deemed an election to waive the right to a hearing and the Adverse Action will be deemed final.

(d) Hearings shall take place promptly after receipt of the Requestor Applicant Statement. DDR shall notify the Requestor Applicant in writing of the date, place and hour of the hearing at least 5 business days prior to the hearing (unless the parties agree to waive the 5-business day requirement). Such hearing may be held by telephone, in person, or via such other means acceptable to DDR must take place in New York during business hours unless otherwise agreed by the parties.

(e) A hearing shall be before a panel (the “Panel”) of three individuals. The Panel shall consist of 3 members of the Board or their designees selected by the Chairman of the Board. At the hearing, the Requestor Applicant shall be afforded an opportunity to be heard and may be represented by counsel if the Requestor Applicant has so elected in the Requestor Applicant Statement. A record shall be kept of the hearing. The costs associated with the hearing may, in the discretion of the Panel, be charged in whole or in part to the Requestor Applicant in the event that the decision at the hearing is adverse to the Requestor Applicant.

(f) The Panel shall advise the Requestor Applicant of its decision within 10 business days after the conclusion of the hearing. The decision of the Panel shall be disclosed in, a notice of the decision (the “Decision Notice”) setting forth the specific grounds upon which the decision is based and shall be furnished to the Requestor Applicant. A copy of the Decision Notice shall also be furnished to the Chairman of the Board. If the decision of the Panel shall be to reverse or modify the ~~denial~~ Adverse Action, the Requestor such Application will be returned to ~~the~~ DDR staff for appropriate processing.

(g) ~~Any denial as to which an Applicant has~~ If the right to request a hearing pursuant to Rule 10.1.2 ~~decision of the Panel~~ shall be to uphold the Adverse Action, the Adverse Actions will

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~~be deemed final upon the earliest of: (i) when the Applicant stipulates to the denial; (ii) the expiration of the applicable time period provided for the filing of a Hearing Notice and/or Applicant Statement; or (iii) when the Decision Notice is delivered to the Applicant.~~ Notwithstanding the foregoing, the Board may in its discretion, review and modify any ~~sanctions imposed~~Adverse Action or reverse any decision of the Panel that is adverse to an ~~Applicant~~Requestor. The reversal or modification by the Board of a Panel decision or reversal or modification by the Panel of any ~~action by DDR~~Adverse Action shall not provide such ~~Applicant~~Requestor with any rights against DDR or its employees, agents, officers or Directors for any determination made prior to such reversal or modification.

11. CONFLICTS OF INTEREST

11.1 General Conflict of Interest Resolution Processes

DDR utilizes a conflict of interest resolution process that is reasonably designed to identify and mitigate potential and existing conflicts of interest in DDR's decision-making process on an ongoing basis, as required by Applicable Law.

All conflicts of interest, including all potential conflicts of interest, involving the officers, employees, consultants and temporary employees of DDR ("DDR Staff") are escalated to the DDR Chief Compliance Officer except in cases where the DDR Chief Compliance Officer has a conflict of interest, in which case the matter shall be directed to the attention of DDR's Senior Officer and the Chairman of the DDR Audit Committee. The DDR Chief Compliance Officer, in consultation with the DDR Audit Committee, will resolve all conflicts of interest. Any conflict of interest not resolved by the DDR Audit Committee shall be escalated to the DDR Board for resolution.

When resolving conflicts of interest, the DDR Chief Compliance Officer, DDR's Senior Officer, the DDR Audit Committee and the DDR Board ("Responsible Parties") consider all relevant facts and circumstances. The Responsible Parties, as applicable, will determine whether to require the DDR Staff member to recuse himself or herself from any decisions involving the matter in which he or she has a conflict of interest or take any other action that is deemed appropriate.

11.2 Director Conflicts of Interest

A Director conflict of interest is present whenever the interests of the Company compete with the interests of a Director, the Director's employer, or any other party with which a Director is associated, or otherwise whenever a Director's corporate or personal interests could be reasonably viewed as affecting his or her objectivity or independence in fulfilling the Director's duties to the Company.

While it is not possible to anticipate all possible conflict situations, conflicts of interest typically arise whenever a Director, an immediate family member or other personal associate of a Director or a firm with which a Director is associated as a Director, officer, employee or beneficial owner of 1% or more of the firm's equity interests, has (directly or indirectly) a business interest in a party with whom the Company is doing business in some capacity other than as a User or in a transaction

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or other activity that competes (directly or indirectly) with a transaction or activity which the Company is pursuing or conducting.

Situations involving potential conflicts of interest may also include instances in which a Director, an immediate family member or other personal associate of a Director, or a firm with which a Director is associated as a Director, officer, employee or beneficial owner, has (directly or indirectly):

- (a) a compensation arrangement (other than with respect to fees payable to a Director in his or her capacity as an employee or Director) or other interest in a transaction with the Company;
- (b) a compensation arrangement or other interest in or affiliation (subject to de minimis exceptions) with any entity or individual that: (a) sells goods or services to, or purchases goods or services from, the Company; or (b) the Company has, or is negotiating, or contemplating negotiating, any other transaction or arrangement;
- (c) used his or her position, or confidential information or the assets of the Company to his or her (or an associated party's) personal advantage or for an improper or illegal purpose;
- (d) solicited or accepted any gift, entertainment, or other favor where such gift might create the appearance of influence on the Director (other than gifts of nominal value, which are clearly tokens of respect and friendship unrelated to any particular transaction or arrangement);
- (e) acquired any property or other rights in which the Company has, or the Director knows or has reason to believe at the time of acquisition that the Company is likely to have, an interest;
- (f) taken advantage of an opportunity related to the activities of the Company that is available to the Company or to the Director, unless the Board has made an informed decision that the Company will not pursue that opportunity;
- (g) a business interest that is affected by any transaction, arrangement, or decision involving the Company; or
- (h) any other circumstances that may, in fact or in appearance, make it difficult for the Director to exercise independence, objective judgment or otherwise perform effectively.

11.3 Reporting Conflicts of Interest

Conflict identification and analysis can be difficult and, therefore, Directors are at all times expected to act on the side of caution and immediately bring to the attention of the Chief Compliance Officer and either the Chairman of the Board or DDR's legal counsel any matters that may involve conflicts of interest or be reasonably perceived by others to raise questions about potential conflicts even if the person does not believe that an actual conflict exists. Disclosures should be made in advance, before any action is taken on the matter.

In addition, each Director shall complete an annual Questionnaire Concerning Conflicts of Interest, disclosing any actual, potential, or apparent conflicts. They shall also promptly disclose any relevant change in circumstances. The Questionnaires shall be reviewed by DDR's counsel and the Chief Compliance Officer.

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11.4 Evaluation of a Director's Actual, Potential or Apparent Conflict of Interest

The Chief Compliance Officer, in consultation with the Chairman of the Board or DDR's counsel, as appropriate, shall evaluate Director conflict disclosures and make other necessary inquiries to determine the extent and nature of any actual or potential conflict of interest, consulting with the Chairman of the Board or DDR's counsel as appropriate. If appropriate, the Chief Compliance Officer shall consider alternatives to the proposed transaction or arrangement and consult with the Board when needed. A director's conflict of interest may, in appropriate circumstances, require the director's recusal from discussion or voting.

11.5 Resolution of Potential Conflicts of Interest

The Company may enter into a transaction or other arrangement in which there is an actual or potential conflict of interest only if at a duly held Board meeting a majority of those Directors (if a quorum is present at such time) who have no interest in the transaction or arrangement approve the transaction or arrangement after determining, in good faith and after reasonable inquiry, that:

- (a) entering into the transaction or arrangement is in the best interests of the Company, while considering the Company's purpose and resources, and the possibility of creating an appearance of impropriety that might impair the confidence in, or the reputation of, the Company (even if there is no actual conflict or wrongdoing);
- (b) the transaction or arrangement in its entirety, and each of its terms, are fair and reasonable to the Company, after consideration of available alternatives;
- (c) the transaction or arrangement furthers the Company's purpose; and
- (d) the transaction or arrangement is not prohibited by law or regulation.

12. TERMS & TERMINOLOGY

Applicable Law – Any and all applicable laws and regulations, sanctions, judicial orders and decisions, and rules, regulations, interpretations and protocols, as amended from time to time in a jurisdiction in which DDR is registered, designated, recognized or otherwise licensed as a trade repository.

Applicable Publications – those documents designated by DDR as “Applicable Publications” pursuant to the Operating Procedures. Such documents include message specifications and upload templates.

Applicable Regulations – Regulations promulgated by Designated Regulators

Board – The Board of Directors of DDR

Canadian Regulators – Alberta Securities Commission, Autorité des marchés financiers, British Columbia Securities Commission, Manitoba Securities Commission, Financial and Consumer Services Commission New Brunswick, Office of the Superintendent of Securities Newfoundland

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and Labrador, Northwest Territories Securities Office, Nova Scotia Securities Commission, Office of the Superintendent of Securities Nunavut, Ontario Securities Commission, Office of the Superintendent of Securities Prince Edward Island, Financial and Consumer Affairs Authority of Saskatchewan, and Office of the Superintendent of Securities Yukon Territories.

Canadian Regulations – The Applicable Regulations which specifically apply to SDR Services provided to Market Participants in the Canadian provinces where DDR is registered, designated or recognized to provide trade repository services.

CCO – Chief Compliance Officer

CEA - Commodity Exchange Act, as amended

CFTC - U.S. Commodity Futures Trading Commission

CFTC Regulations – The Applicable Regulations promulgated by the CFTC which specifically apply to SDR Services provided to Market Participants.

DCO – Derivatives Clearing Organization or SEC registered security-based swap clearing agency.

DCM – Designated Contract Market

DDR System or the System – the automated systems or other mechanisms through which DDR provides the SDR Services (for additional information, see the DDR Operating Procedures).

Designated Regulators – Regulators which supervise DDR including the SEC, CFTC, and the Canadian Regulators.

End User – User who is exempt from the mandatory clearing requirements pursuant to section 2(h)(7) of the CEA.

Exchange Act – Securities Exchange Act of 1934, as amended

Force Majeure Event - (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades then in effect; (f) action by any governmental or regulatory authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of DDR.

Important Notice – formal notices made available Users describing significant changes to DDR Rules, DDR Systems or other processes.

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Market Participants – With respect to rules herein applicable to SEC reporting, then “Market Participant” is as defined by the SEC Regulations. In all other cases, “Market Participant” includes, but is not limited to SDs, MSPs, SEFs, DCOs, DCMs, foreign boards of trade (“FBOTs”), derivatives dealers and recognized or exempt clearing agency (under Canadian law).

MSP – Major Swap Participant.

Public Data – Data required to be disseminated publicly pursuant to Applicable Law.

Registered Entity – An entity appropriately registered with a Designated Regulator

Reporting Party – for purposes of this Rulebook, the term “Reporting Party” refers to the entity with the duty to report and generally shall include the Reporting Entity as defined in the CFTC Regulations, the reporting side as defined in the SEC Regulations and the Reporting Counterparty as defined in the Canadian Regulations

SD – Swap Dealer

SEC - U.S. Securities and Exchange Commission

SEC Regulations -- The Applicable Regulations promulgated by the SEC which specifically apply to SDR Services provided to Market Participants

SEF – Swap Execution Facility or security-based swap execution facility or platform

Senior Officer – the Senior Officer as referred to herein shall be such person who is authorized to take the actions or bear the responsibility and obligations described. This could be a Managing Director, business manager or Chief Executive Officer, if one is designated, or such other individual with the requisite authority.

Transaction Record – Information regarding a new trade submitted to DDR or update to a trade previously submitted.

User - An entity that has executed a User Agreement then in effect

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APPENDIX A: OPERATING PROCEDURES

1. DTCC Data Repository (U.S.) LLC Operating Procedures
2. Swap Data Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures
3. Canadian Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures

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DTCC DATA REPOSITORY (U.S.) LLC

OPERATING PROCEDURES

1. Introduction

DTCC Data Repository (U.S.) LLC (the “Company” or “DDR”), a New York limited liability company, 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 a Third-Party Submitter as defined in the Appendices to these Operating Procedures, except as provided therein or as the context may otherwise require. Terms used but defined herein shall have the meaning ascribed to such term in the DDR Rulebook.

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, such as a Legal Entity Identifier or Global Markets Entity 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 (i) computer-to-computer links (“Computer-to-Computer Links”), (ii) a secure Web front end (the “Web Front End”), or (iii) other means of access designated by the Company from time to time, in each case supported by or on behalf of the Company for the purpose, among possible others, of effecting electronic submission of records of eligible transactions, 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 arrangements established by the Company will include (a) means of determining whether particular records were submitted to the System through Computer-to-Computer Links established with a particular User or its Family or (b) access to the Web Front End by means of digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family. 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 the User 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 Front End by means of the digital certificate(s) and password(s), or other secure 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 the User, or in the case of a Third Party

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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 Front End 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 for 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 the User to submit certain revised documents by e-mail or other electronic means which the Company may adopt from time-to-time, which on submission shall supplement the pre-existing document as part of this Agreement. The Company is entitled to regard the instructions received in this manner as a valid instruction and consent from the 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 Front End, publications of security arrangements, publications of further specifications for Services or the System and any other publications, forms or notices that the Company deems to be an Applicable Publication including the Company Rulebook, as amended from time-to-time. 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 or by posting such notice on the Company’s website (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

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the most up-to-date version of such procedures and publications made available by the Company from time to time. The Company may also establish procedures for the back loading of existing Records, and may establish different Record Descriptions, message formats, messaging processes and other specifications for that purpose.

- Termination of Use of Services. 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 two New York business days' notice to the Company. ~~(s~~Such termination may or may not be made in connection with any notice of a prospective modification to these Operating Procedures pursuant to paragraph 3 under Important Legal Information below.) Upon termination, all attempted submissions of Records by the terminating User shall not be permitted by the System and the Records of the terminating User shall not be subject to change in status as the result of any such attempted submission of Records. Such Records would no longer be communicated as open to the applicable Regulator. In addition, the terminating User shall be afforded the opportunity prior to termination to use the Web Front End to search all transactions and, to the extent then permitted by the Web Front End, to "download" copies of all Records found, with accompanying System assigned statuses. (All such Records will also have previously been transmitted to Users having Computer-to-Computer Links.) The terminating User shall not accrue fee obligations from the effective date of the termination onwards, but all other obligations and rights of the terminating 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 User as provided in these Operating Procedures or as required by Applicable Law after termination of use of the Services.

Important Legal Information

1. Copyright

These DTCC Data Repository (U.S.) LLC Operating Procedures, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto as well as the DDR Rulebook and DDR User Agreements (these "Operating Procedures") are protected by copyright ©202~~2~~⁴ by DTCC Data Repository (U.S.) LLC.

The Operating Procedures (including, without limitation, any text, image, logo compilation code and/or design) are proprietary and protected by copyright and is exclusive for use by the Company and Users. Each User is granted, only for so long as it is a User, a personal limited, non-exclusive, non-transferable, non-sublicensable and freely revocable license to use these Operating Procedures 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

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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

Users must satisfy themselves that the use of the System and the Services, including the submission and use of Records, will meet the requirements of any law, rule or regulation ("Applicable Law") to which they are 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 Users under Applicable Law or any contractual arrangements involving Users, including without limitation as to the enforceability of contracts described in Records.

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.

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 or delayed, 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; provided, however, that any transferee who assumes any obligations for SDR Services will have obtained necessary registration and authorizations to provide such services under Applicable Law. The Company will notify Users of any such action pursuant to Section 3 below.

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. 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. Users may direct inquiries about these Operating Procedures to ddrnotices@dtcc.com or to such other address as the Company shall notify Users from time to time.

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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 as a result of any loss or damage the User suffers due to failure to comply with its reporting obligations through use of the System.~~

Each User and the Company agree that the User's User Agreement and these Operating Procedures are intended to establish a contractual relationship solely between such User and the Company and further that there are no intended or unintended third-party beneficiaries of the agreements of such User and the Company hereunder.

3. Notices

The Company shall provide to Users or prospective Users any disclosure document with respect to the Company's Services and Systems required to be provided under Applicable Law.

The Company will provide 10 New York business days' 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 "DDR 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. 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. 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. Any such notice to a User, if delivered or mailed in writing, shall be deemed to have been given at the time of receipt. Any notice from a User to the Company, including any notice under any agreement between the Company and the User, shall be sent to ddrnotices@dtcc.com or to such other 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 ddrnotices@dtcc.com or to such other address as the Company shall notify Users from time to time.

4. Provision and Use of the Services

The Company shall retain exclusive control over the Services and the System through which they are provided. The Company shall be entitled, to the extent permitted by Applicable Law, to deny an application to become a User or to involuntarily terminate a User's use of the SDR Services and the DDR System upon

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written notice, and the Company has adopted appropriate procedures in its Rulebook under which such a denial or termination may occur. 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.

Each User agrees with the Company that such User will pay to the Company such fees and charges for use of the Services as shall be specified from time to time on the Company's website.

Each User that has, or has an affiliate that has, a daily money settlement account at The Depository Trust Company ("DTC") 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 each 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.

Without limiting any other provisions of the Operating Procedures, to the extent that a User is located within the United States, or is otherwise subject to the jurisdiction of the United States, such User certifies the following in connection with Records submitted by it or on its behalf:

User is a U.S. person as defined by applicable regulations administered and enforced by Office of Foreign Assets Control ("OFAC"). User agrees that it is thereby subject to such regulations and User agrees that it has implemented a program reasonably designed to comply with such regulations. As part of its OFAC compliance program, User also certifies that it has screened and will continue to periodically screen against the most recent version of OFAC's List of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorist Organizations and Specially Designated Narcotics Traffickers the name and address of any party and/or any counterparty to a transaction for which it submits a Record or a Record is submitted on its behalf.

5. Access to the System and Security

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Each User agrees with the Company to abide by all security procedures specified by the Company to the User in the Applicable Publications or as posted on the Company's website and will take reasonable steps to maintain the confidentiality and integrity of such security procedures. Each User will not knowingly or negligently introduce or permit the introduction of any computer viruses, worms, Trojan horses or other harmful codes into the System. Each User agrees with the Company that such User is responsible for preventing unauthorized access to the System. The Company shall comply with its security procedures specified in the Applicable Publications or as posted on the Company's website.

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 (a) it has the power and authority to enter into and perform its obligations under these Operating Procedures, (b) these Operating Procedures constitute valid, binding and enforceable obligations of the Company and (c) it is duly registered, designated, recognized or otherwise licensed as a trade repository and authorized to provide the SDR Services.

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.

Without limiting the other provisions of the Operating Procedures, each User acknowledges and agrees that one or more competent governmental authorities may have access to the Company's books and records and that the Company and its operations and premises may be subject to examination and/or inspection by

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competent governmental authorities, in each case in accordance with Applicable Law. Each User acknowledges and agrees that the Company shall have no responsibility or liability to such User with respect to such access, examination or inspection by such a governmental authority.

8. Confidential Information and Use of Data

- a. The Company and each User agrees 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 (to the extent not publicly disclosed by the Company) and any document or communication marked or indicated as "Confidential" by Company. Confidential Information shall not include data distributed to the public in accordance will Applicable Law.
- b. 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 the User's Family, a counterparty to the relevant transaction, as requested by the applicable User, or as required under Applicable Law) 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 and in any case consistent with Applicable Law. In addition, the Company shall consent to the disclosure of Confidential Information to vendors or agents of the User as needed to permit such vendors or agents to assist the User in its use of the System or the Services, provided that such vendors or agents are authorized by Users to receive such Confidential Information. Confidential Information will not include (1) 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 to release, (2) information that is, or becomes, known to the public other than through a breach by a User or the Company of these Operating Procedures, (3) information that is rightfully received by a User or the Company from a third party entitled to disclose it, or (4) 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.

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- c. Notwithstanding the foregoing, nothing herein shall prevent the Company or its affiliates from releasing or disclosing data to others 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 the 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 anonymous 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 (1) 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; and (2) publicly disclose, and/or disclose to regulators, anonymous data based on aggregates, including averages and means.
- d. Notwithstanding anything to the contrary herein, any sale or commercialization by the Company of data shall be subject to the Company's policy related to the commercialization of data, as in effect from time to time, if any, and Applicable Law.
- e. Subject to Applicable Law, each User will supply the Company with all information that reasonably is requested by the Company concerning such User and related to such User'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. Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record (x) such User's use of the System or the Services and (y) telephone conversations with such User concerning the System or the Services.

9. **Limitation of Liability and Disclaimer**

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 improper 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

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Record submitted conforms in form and substance to the applicable Record Description.

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.

The Services and the System are provided “as is.” 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.

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 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 similar defects or failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures, including any failure or delay caused by or resulting from a Force Majeure Event 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 the User to the Company during any one complete calendar month in the immediately preceding 12-calendar month period as imposed pursuant to the fee schedule posted on the Company’s website as amended from time to time (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 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

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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 the User's indemnity obligation shall be no greater than the amount of the Fee Limit.

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

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 State of New York without giving effect to the conflict of law principles thereof (other than section 5-1401 of the New York General Obligations Law).

(b) EACH OF THE COMPANY AND EACH USER IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK CITY, 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 AND THE USE OF THE COMPANY'S SERVICES AND (B) 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 RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE OPERATING PROCEDURES.

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:

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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).

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Swap Data Repository Appendix to the DTCC Data Repository (U.S.) LLC Operating Procedures

U.S. SWAP DATA REPOSITORY

I. INTRODUCTION

The DTCC Data Repository (U.S.) LLC data repository for swaps and security-based swaps (the “Swap Data Repository”, “SDR” or “Company”) is implemented and maintained by the Company as a “swap data repository” as defined in and for purposes of the Commodity Exchange Act, as amended (the “CEA”), and the regulations thereunder, and a “security-based swap data repository” as defined in and for purposes of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Swap Data Repository may also provide services in similar capacities under the laws of other jurisdictions and may also provide such services with respect to transactions that are not swaps or security-based swaps for purposes of the CEA or the Exchange Act.

Without limiting the foregoing, the SDR will, following its registration as a “swap data repository” under the CEA and/or “security-based swap data repository” under the Exchange Act, as applicable, except where an exemption applies, (i) perform all of the required functions of a swap data repository under part 49 of the regulations of the Commodity Futures Trading Commission (the “CFTC”); (ii) perform all of the required functions of a security-based swap data repository under Securities and Exchange Commission (“SEC”) Rules 13n-1 through 13n-11; (iii) accept, from or on behalf of Users, transaction and life-cycle data for swaps as specified in parts 43 and 45 of the CFTC regulations, as and when required to be reported to a swap data repository thereunder; (iv) accept, from or on behalf of Users, transaction and life-cycle data for security-based swaps as specified in SEC Regulation SBSR, as and when required to be reported to a security-based swap data repository thereunder; (v) verify and maintain swap and security-based swap data as required by such regulations; (vi) publicly disseminate in real-time and perform recordkeeping of swap data as and when required under part 43 and part 49 of the CFTC regulations, either directly or through one or more third parties; (vii) publicly disseminate security-based swap data as and when required under SEC Regulation SBSR, either directly or through one or more third parties; (viii) provide access to swap and security-based swap data to appropriate regulators as described herein and (ix) generate reports with respect to transaction data maintained in the Swap Data Repository, in each case as specified in further detail in the Operating Procedures and Applicable Publications.

The Swap Data Repository will be deemed a Service for purposes of 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 the operation of the Swap Data Repository, this Appendix shall govern.

II. ELIGIBLE DERIVATIVE TRANSACTIONS

The Company will specify from time to time by Important Notice or through Applicable Publications or as posted on the Company’s website the asset classes and transaction types for derivatives transactions (“Eligible Derivative Transactions”) for which it will act as a Swap Data

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Repository, which will initially include credit derivatives, equity derivatives, interest rate derivatives, foreign exchange derivatives and other commodity derivatives.

III. SUBMISSION OF TRANSACTION DATA

The Company shall specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company's website the information required or permitted to be included in records submitted to the Swap Data Repository by or on behalf of Users with respect to Eligible Derivative Transactions ("SDR Records") and the manner in which SDR Records may be submitted. For the avoidance of doubt, the Company may specify different templates, standards and procedures for SDR Records for different types of Eligible Derivative Transactions and different events with respect thereto, subject to Applicable Law. The Company will also specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company's website the manner in which SDR Records may be updated by or on behalf of Users. All SDR Records included or to be included in the Swap Data Repository from time to time shall be subject to the provisions set forth in this Appendix and the Company's Important Notices, Applicable Publications and as posted on the Company's website, each as may be amended from time to time.

Data contained in SDR Records will be subject to validation in accordance with the validation rules specified by the Company from time to time through Applicable Publication, Important Notice or as posted on the Company's website. Consistent with Applicable Law, the Company may establish deadlines for the submission of SDR Records for purposes of complying with any periodic reporting to be provided by the Company or other purposes consistent with Applicable Law.

The Company may enter into arrangements with one or more Users (each, a "Third Party Submitter"), including without limitation confirmation and matching platforms, swap execution facilities, security-based swap execution facilities, derivatives clearing organizations and securities clearing agencies, that will be permitted to submit SDR Records for Eligible Derivative Transactions on behalf of other Users. 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 SDR Records on its behalf. The Company may disclose Confidential Information to Third Party Submitters as necessary to validate information in SDR Records or otherwise provide the Services.

The Company may also designate that certain Third Party Submitters may submit SDR Records on behalf of Users and other non-User persons that are party to the transactions described in SDR Records ("Other Identified Parties"), without specific authorization by such Users or Other Identified Parties, subject to any terms (including as to authentication procedures) set forth in Applicable Publications. The Company shall have no obligation or liability to Other Identified Parties named in an SDR Record submitted to the Company other than to maintain such SDR Record and provide reporting with respect thereto as required by Applicable Law (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 SDR Records on behalf of Other Identified Parties and for such SDR Records to be maintained by the Company as provided herein.

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The Company may establish one or more procedures through which Users can verify the accuracy of Records maintained by the Company (“Verification Procedures”), as such Users may be obligated to do under Applicable Law², including without limitation in situations where the User is not the Reporting Party specified under Applicable Law to submit the Record. Each User agrees to comply with all Verification Procedures applicable to Records relating to its Eligible Derivative Transactions.

The Company shall maintain all SDR Records in accordance with Applicable Law.

IV. REPORTS AND REGULATORY ACCESS

The Company will prepare from time to time reports based on SDR Records (“Reports”) as may be required by Applicable Law or requested by appropriate regulators. Reports may be prepared on an aggregate basis for all Users and/or on a submitting User basis and may have subcategories for product type, counterparty and other relevant categories.

Each User will have access to Reports with respect to SDR Records submitted by it or on its behalf and SDR Records for which it is named as a party to the relevant Eligible Derivative Transaction, and Reports prepared on an aggregate basis for all Users.

Each User will designate, in a manner to be specified by the Company, the regulator or regulators that are to have access to Reports with respect to SDR Records relating to its Eligible Derivative Transactions (each, a “Designated Regulator”). In addition, the CFTC will be deemed to be a Designated Regulator for SDR Records for Eligible Derivative Transactions that are swaps, and the SEC will be deemed to be a Designated Regulator for SDR Records for Eligible Derivative Transactions that are security-based swaps. The Company will provide a facility for each Designated Regulator for a particular User to have electronic access to such Reports with respect to such User’s SDR Records, as well as Reports prepared on an aggregate basis for all Users.

The reports and access provided pursuant to this Section IV shall be in addition to the Company’s rights to disclose information pursuant to Sections 7 and 8 of the Important Legal Information Section of the Operating Procedures. The Company will also provide access to SDR Records to the United States Department of Justice as may be required by Applicable Law.

V. PUBLIC DISSEMINATION OF TRANSACTION DATA

The Company will comply with the requirements for recordkeeping and public dissemination of data contained in SDR Records, as, when and to the extent provided by Applicable Law. The Company may perform such public dissemination on its own or through one or more third parties (which may include affiliates of the Company), as determined by the Company from time to time under arrangements acceptable to the Company, subject to the requirements of Applicable Law. The Company may designate from time to time, through Important Notice, Applicable Publications or as posted on the Company’s website, standards and procedures for such public dissemination of data. Each User consents to such public dissemination of data contained in SDR Records relating to its Eligible Derivative Transactions.

² See for example, CFTC rule 45.14.

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VI. CORRECTION OF RECORDS; RESOLUTION OF DISPUTES

In the event that the Users to an Eligible Derivative Transaction agree that SDR Records submitted to or maintained by the Company contain erroneous information (e.g., through a mutual mistake of fact), such Users may correct such erroneous information in accordance with the procedures outlined in Rule 3.4 of the Rulebook.

In the event of a dispute between Users as to whether an SDR Record contains erroneous information the User shall follow the procedures outlined in Rule 3.4 of the Rulebook to resolve such disputes.

VII. CERTAIN LEGAL MATTERS

The Company shall not be responsible for a User's failure to properly and accurately report in a timely fashion its positions in Eligible Derivatives Transactions through submission of SDR Records, a User's failure to timely correct errors in SDR Records, or any failure by a Third Party Submitter to properly and accurately report in a timely fashion data to be submitted in SDR Records, in any such case in accordance with this Appendix and the Operating Procedures or Applicable Publications, or for any consequences thereof (legal, regulatory or otherwise). Except as required by Applicable Law or as provided in the Operating Procedures, the Company will not be responsible for confirming or verifying any such information and will base public dissemination and Reports solely on the information provided by or on behalf of Users.

Without limiting any other provision of the Operating Procedures and Applicable Publications, each User consents to the preparation and disclosure of Reports with respect to its SDR Records as set forth in this Appendix and other access to its SDR Records by a Designated Regulator. Each User agrees that the Company shall not be responsible for any use (or non-use) of a Report or other information by a Designated Regulator (or any person to which a Designated Regulator may disclose such Report or other information), or any consequences thereof.

The Company's governance arrangements are intended to be transparent to support, among other things, the objectives of the U.S. Federal Government pursuant to Applicable Law.

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Canadian Repository Appendix to the
DTCC Data Repository (U.S.) LLC Operating Procedures

CANADIAN SWAP DATA REPORTING SERVICE

I. INTRODUCTION

The DTCC Data Repository (U.S.) LLC (“DDR” or “Company”) has been designated or recognized, as applicable, by the Canadian Regulators, as that term is defined below, as a trade 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 applicable regulatory or supervisory authorities as specified herein. The Company may also provide services in similar capacities under the laws of other jurisdictions.

Without limiting the foregoing, the Company will (i) perform all of the required functions of a trade repository under the applicable regulations (“Canadian TR Regulations”) of the Alberta Securities Commission, Autorité des marchés financiers, British Columbia Securities Commission, Manitoba Securities Commission, Financial and Consumer Services Commission New Brunswick, Office of the Superintendent of Securities Newfoundland and Labrador, Northwest Territories Securities Office, Nova Scotia Securities Commission, Office of the Superintendent of Securities Nunavut, Ontario Securities Commission, Office of the Superintendent of Securities Prince Edward Island, Financial and Consumer Affairs Authority of Saskatchewan, and Office of the Superintendent of Securities Yukon Territories (together, the “Canadian Regulators”); (ii) accept, from or on behalf of Users, transaction and life-cycle data for swaps, as and when required to be reported to a trade repository under the Canadian TR Regulations; (iii) allow for confirmation of accuracy of and maintain swap data as required by such regulations; (iv) publicly disseminate and perform recordkeeping of swap data as and when required under the Canadian TR Regulations, either directly or through one or more third parties; (v) provide access to swap data to appropriate regulators as described herein and (vi) generate reports with respect to transaction data maintained in the Company, in each case as specified in further detail in the Operating Procedures and Applicable Publications.

The Canadian Swap Data Reporting Service will be deemed a Service for purposes of 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 the Derivatives Transactions (and related Records) included or to be included in DDR for the purposes of reporting such transactions to Canadian Regulators, this Appendix shall govern.

II. DERIVATIVE TRANSACTIONS

Derivatives Transactions eligible for the Canadian Swap Data Reporting Service include those derivatives transactions prescribed by Canadian TR Regulations, including equity derivatives, interest rate derivatives, credit derivatives, foreign exchange derivatives and commodity derivatives as well as such other derivative transactions, in each case of a type specified

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by the Company from time to time through Applicable Publications or by Important Notice (“Eligible Derivative Transactions”).

III. SUBMISSION OF TRANSACTION DATA

The Company shall specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company’s website the information required or permitted to be included in Records submitted to the Company by or on behalf of Users with respect to Eligible Derivative Transactions and the manner in which such Records may be submitted. For the avoidance of doubt, the Company may specify different templates, standards and procedures for Records for different types of Eligible Derivative Transactions and different events with respect thereto, subject to Applicable Law. The Company will also specify in these Operating Procedures, by Important Notice, Applicable Publications or as posted on the Company’s website the manner in which Records may be updated by or on behalf of Users. All Records included or to be included in the Canadian Swap Data Reporting Service from time to time shall be subject to the provisions set forth in this Appendix and the Company’s Important Notices, Applicable Publications and as posted on the Company’s website, each as may be amended from time to time.

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, Important Notice or as posted on the Company’s website. Consistent with Applicable Law, the Company may establish deadlines for the submission of Records for purposes of complying with any periodic reporting to be provided by the Company or other purposes consistent with Applicable Law.

The Company may enter into arrangements with one or more persons (each, a “Third Party Submitter”), including without limitation confirmation and matching platforms, swap execution facilities, security-based swap execution facilities, derivatives clearing organizations and securities clearing agencies, that will be permitted to submit Records for Eligible Derivative Transactions on behalf of other Users. 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 Confidential Information to Third Party Submitters as necessary to validate information in Records or otherwise provide the Services.

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 as required by Applicable Law (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 by the Company as provided herein.

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The Company may establish one or more procedures through which Users can verify the accuracy of Records maintained by the Company (“Verification Procedures”), including without limitation in situations where the User is not the reporting party specified under Applicable Law to submit the Record. Each User agrees to comply with all Verification Procedures applicable to Records relating to its Eligible Derivative Transactions.

The Company shall maintain all Records in accordance with Applicable Law.

IV. REPORTS AND REGULATORY ACCESS

The Company will prepare from time to time reports based on Records (“Reports”) as may be required by Applicable Law or requested by appropriate regulators. Reports may be prepared on an aggregate basis for all Users and/or on a submitting User basis and may have subcategories for product type, counterparty and other relevant categories.

Each User will have access to Reports with respect to Records submitted by it or on its behalf and Records for which it is named as a party to the relevant Eligible Derivative Transaction, and Reports prepared on an aggregate basis for all Users.

Each User will designate, in a manner to be specified by the Company, the regulator or regulators that are to have access to Reports with respect to Records relating to its Eligible Derivative Transactions (each, a “Designated Regulator”). In addition, the Canadian Regulators will be deemed to be a Designated Regulator for Records for Eligible Derivative Transactions submitted to the Canadian Swap Data Reporting Service. The Company will provide a facility for each Designated Regulator for a particular User to have electronic access to such Reports with respect to such User’s Records, as well as Reports prepared on an aggregate basis for all Users.

The reports and access provided pursuant to this Section IV shall be in addition to the Company’s rights to disclose information pursuant to Sections 7 and 8 of the Important Legal Information Section of the Operating Procedures.

V. PUBLIC DISSEMINATION OF TRANSACTION DATA

The Company will comply with the requirements for recordkeeping and public dissemination of data contained in Records, as, when and to the extent provided by Canadian TR Regulations. The Company may perform such public dissemination on its own or through one or more third parties (which may include affiliates of the Company), as determined by the Company from time to time under arrangements acceptable to the Company, subject to the requirements of Applicable Law. The Company may designate from time to time, through Important Notice, Applicable Publications or as posted on the Company’s website, standards and procedures for such public dissemination of data. Each User consents to such public dissemination of data contained in Records relating to its Eligible Derivative Transactions.

VI. CORRECTION OF RECORDS; RESOLUTION OF DISPUTES

In the event that the Users to an Eligible Derivative Transaction agree that Records submitted to or maintained by the Company contain erroneous information (e.g., through a mutual

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mistake of fact), such Users may correct such erroneous information in accordance with the procedures outlined in Rule 3.4 of the Rulebook.

In the event of a dispute between Users as to whether an Record contains erroneous information the User shall follow the procedures outlined in Rule 3.4 of the Rulebook to resolve such disputes.

VII. CERTAIN LEGAL MATTERS

The Company shall not be responsible for a User's failure to properly and accurately report in a timely fashion its positions in Eligible Derivatives Transactions through submission of Records, a User's failure to timely correct errors in Records, or any failure by a Third Party Submitter to properly and accurately report in a timely fashion data to be submitted in Records, in any such case in accordance with this Appendix and the Operating Procedures or Applicable Publications, or for any consequences thereof (legal, regulatory or otherwise). Except as required by Applicable Law or as provided in the Operating Procedures, the Company will not be responsible for confirming or verifying any such information and will base public dissemination and Reports solely on the information provided by or on behalf of Users.

Without limiting any other provision of the Operating Procedures and Applicable Publications, each User consents to the preparation and disclosure of Reports with respect to its Records as set forth in this Appendix and other access to its Records by a Designated Regulator. Each User agrees that the Company shall not be responsible for any use (or non-use) of a Report or other information by a Designated Regulator (or any person to which a Designated Regulator may disclose such Report or other information), or any consequences thereof.