

Repository User Agreement
for the DTCC Global Trade Repository Service (GTR)



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

Background

Each Subject User wishes to participate in one or more services or systems to be operated by the Repository (the “Services”) in accordance with the terms and conditions of this User Agreement.

Terms and Conditions

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

6. This User Agreement shall operate to constitute a separate agreement between each Subject User, on the one hand, and the Repository, on the other hand, as if each such Subject User has executed a separate document naming only itself as the Subject User. Nothing in this User Agreement creates any promise by a Subject User to be responsible for the payment or performance of any obligation owed by another Subject User solely by reason of being listed on the DDR Annex I, as amended from time to time. The legal entity signing this User Agreement is bound by the obligations set forth in Section 5 above even if such legal entity is not a Subject User. Each Subject User hereby acknowledges that it has received and reviewed the DDR Disclosure Document in effect as of the Effective Date.

7. Definitions:

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

“Governing Law Jurisdiction” means law of the State of New York.

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

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

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

Address:

Legal Name of Entity Signing

For itself and as duly authorized signatory for all Subject Users

LEI: _____

Signature: _____

Print Name: _____

Title: _____

“Repository”

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

Signature: _____

Print Name: _____

Title: _____

Date: _____