DTCC

Important Notice
DTCC Derivatives Repository Plc

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Date:	13 July 2020
To:	Distribution
From:	General Counsel's Office
Subject:	DTCC Derivatives Repository Plc – Operating Procedures

DDRL is publishing updated Operating Procedures with the SFTR Reporting Service Appendix effective 13 July 2020.

Should you have any questions about this Important Notice, please contact Michael Turner (mturner@dtcc.com).

DTCC Public (White)

DTCC DERIVATIVES REPOSITORY
OPERATING PROCEDURES

1. Introduction

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

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

2. User Information; Non-Repudiation

The Company will maintain for the benefit of Users a database that (a) assigns to each User a unique alpha-numeric identifier and (b) groups Users into families (each, a "Family") as directed by the Users (through User Agreements or in such other manner as designated by the Company from time to time) that desire to be so grouped. (The Company may use for this purpose a uniform counterparty identifier or similar identifier provided or required by a regulator or provided by a third party acceptable to the Company.) Users may access the System through computer- to-computer links ("Computer-to-Computer Links"), or through a secure Web front end (the "Web Front End"), supported by or on behalf of the Company for the purpose, among possible others, of effecting electronic submission of records of eligible Derivatives 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, or in the case of a Third Party Submitter, the parties to the transaction submitted, whenever such records are so determined to have been submitted through Computer-to-Computer Links established with that User or its Family, or through access of the Web Front End by means of the digital certificate(s) and password(s), or other secure identifiers, assigned to that User or its Family. 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.

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 replace 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.

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. Such Applicable Publications, as well as modifications to these Operating Procedures and other notices from time to time, will be announced to Users through the issuance of important notices (each, an "Important Notice") which will be made available to Users in accordance with the "Notices" section set forth under "Important Legal Information" below.

3.   **How the System Works**

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

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

- *Termination of Use of Services.* 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 business days' (in the jurisdiction whose law governs this agreement) 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 or on behalf of 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. In addition, the terminating User shall be afforded the opportunity to use the Web Front End to search all transactions and, to the extent then permitted by the Web Front End, to download 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 after termination of use of the Services. The Company shall not treat the entry of a Principal User (or any of the entities on its extant Annex I) into recovery or resolution procedures designed to ensure the operational continuity of the Principal User or any of those entities as an event entitling the Company to invoke the involuntary termination procedure in respect of the Principal User.

- **Important Legal Information**

1. **Copyright**

   These DTCC Derivatives Repository Plc Operating Procedures, as amended, supplemented or modified from time to time, and together with any appendix, annex or supplement hereto (these "Operating Procedures") are copyright © 2012 by DTCC Derivatives Repository Plc.

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

2. **Terms of Use**

   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 theCompany's express written consent, which consent shall not be unreasonably withheld, and any such assignment or transfer without consent shall be null, void and without effect. Each User agrees that the Company may from time to time assign or transfer its rights and/or obligations hereunder or under a User Agreement, in whole or in part, in each case without the consent of any User. The Company will notify Users of any such action pursuant to Section 3 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, as well as requests for additional copies, to Broadgate West, One Snowden Street, London EC2A 2DQ, UK, Attention: General Counsel's Office or to kspielmann@dtcc.com or to such other email address as the Company shall notify Users from time to time.

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

3.   **Notices**

The Company will provide 10 business days' (in the jurisdiction whose law governs this agreement) prior notice to each User of any material modification, amendment or supplement to these Operating Procedures and any Applicable Publication. Any such modification, amendment or supplement shall have been approved by the Board of Directors of the Company, any successor oversight body, or, in either case, its designee(s) (the "DDRL 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 sufficiently served on the Company if the notice is in writing and delivered to the Company at DTCC Derivatives Repository Plc, Broadgate West, One Snowden Street, London EC2A 2DQ, UK, Attention: General Counsel's Office, or to ddrlnotices@dtcc.com or to such other email address as the Company shall notify Users from time to time. Any notice to the Company shall be deemed to have been given when received by the Company at the address specified above.

4. Provision and Use of the Services

The Company shall retain exclusive control over the Services and the System through which they are provided. The Company shall adopt procedures for the expulsion of Users through the DDRL Board, or any successor oversight body. 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 in the relevant appendices to these Operating Procedures.

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.

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

5.   **Access to the System and Security**

Each User agrees with the Company to abide by all security procedures specified by the Company to the User in the Applicable Publications 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 by it in the Applicable Publications.

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

7.   **Compliance with Applicable Law**

Each User agrees with the Company that the Company and its affiliates may take or refrain from taking any action (including, without limitation, the disclosure of any information, including Confidential Information (as defined below), relating to such User or such User's use of the System and the Services) that the Company or its affiliates consider necessary or appropriate to comply with Applicable Law or with any subpoena, order or request of any court, governmental, regulatory, self-regulatory, market or other relevant authority, agency or organization, or to enable the Company and its affiliates to continue to provide the Services and the System to the

Users. Neither the Company nor its affiliates, nor any of their respective officers, directors, employees or other representatives, will be liable to any User or any other person, including without limitation, any members, participants or users of a Third Party Submitter, as a result of taking or refraining from taking any such action.

8. **Confidential Information and Use of Data**

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 (a) 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 (b) with respect to any User, the technical specifications of the System and any document or communication marked or indicated as "Confidential" by Company. Except as otherwise expressly provided herein, neither the Company nor a User will transfer or disclose Confidential Information to any third party (other than any member of the User's Family, a counterparty to the relevant transaction described in such Confidential Information or, in the case of a User that is a Third Party Submitter, a party to the relevant transaction described in such Confidential Information) or use such Confidential Information except as expressly contemplated under these Operating Procedures and the Applicable Publications or, in the case of the Company, as reasonably deemed necessary by the Company to provide the Services or the System in connection with the operation of such service. In addition, the Company shall consent to the disclosure of Confidential Information to vendors, agents or professional advisors of the User as needed to permit such vendors, agents or professional advisors to assist the User in its use of the System or the Services, provided that such vendors, agents or professional advisors execute a non-disclosure agreement satisfactory to the Company. 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 (including, without limitation, obtaining consent from other affected Users or from the parties to the transaction itself), 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.

Notwithstanding the foregoing, nothing herein shall prevent the Company or its affiliates from releasing or disclosing data to others, including the sale of such data, to the extent permitted by Applicable Law (save where such disclosure or sale is expressly excluded in an Appendix to these Operating Procedures in respect of data reported pursuant to the Appendix or where the Appendix places additional conditions on either party that must be satisfied prior to the disclosure), provided that such data (i) shall be in a form that does not reveal, directly or indirectly, proprietary or confidential, financial, operational or trading data of a particular User or inappropriately arranged groups of Users (including, but not limited to, Users or groups of Users designated by size, market share, degree of use of the Service, or other similar indicator that may indicate the identity of 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; (2) provide to regulators an individual User's (or party's) position and transaction activity information and other data, so long as such User has granted access thereto to such regulator in a manner to be specified by the Company; and (3) publicly disclose, and/or disclose to regulators, anonymous data based on aggregates, such as averages, means, etc. and (4) disclose any Users data or other information to any third party pursuant to the instructions of the User. 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. Where a User submits data on behalf of a counterparty to a particular transaction who is not a User, the Company is entitled to regard the instructions from, or consent of, the submitting User as a valid instruction or consent from the

other non-User counterparty. The submitting User represents and warrants that it has valid authority to issue such instruction or consent and will fully indemnify the Company for all losses that arise if this is not the case.

Each User acknowledges and agrees that the Company and its affiliates on behalf of the Company may monitor and record (a) such User's use of the System or the Services and (b) telephone conversations with such User concerning the System or the Services. Nothing in these Operating Procedures shall prevent the Company from disclosing Confidential Information, as reasonably deemed necessary by the Company, to DTCC Deriv/SERV LLC or one or more of its wholly owned subsidiaries, to provide the System or in connection with the operation of any trade repository or warehouse (or similar service). Company shall be responsible for the use of the Confidential Information by Company's employees, DTCC Deriv/SERV LLC and any subsidiaries to whom Confidential Information is disclosed under paragraph 8 ("Confidential Information and Use of Data"). Without limiting any other provision of the Operating Procedures, each User consents to the preparation and disclosure of reports with respect to its Records which have been based on its Records pursuant to and subject to the limitations set forth in the appendices. Each User agrees that the Company shall not be responsible for any use (or non-use) of a report by a Designated Regulator (or any person to which a Designated Regulator may disclose such report), or any consequences thereof.

9.   **Limitation of Liability and Disclaimer**

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 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 Company shall not be responsible for a User's, Service Provider's or Third Party Submitter's failure to properly and accurately submit transaction data in a timely fashion in accordance with an appendix and the Operating Procedures, or for any consequences thereof (regulatory or

otherwise). The Company will not be responsible for confirming or verifying any such information (except to the extent of any validation procedures adopted by the Company hereunder), and will base any reports solely on the information provided by or on behalf of Users.

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

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 failure of the Company to maintain uninterrupted service or access or to adhere to its security procedures set forth in the Applicable Publications, except, in each case, to the extent that such loss or damage results from the Company's negligence or willful misconduct; provided, however, that if such loss or damage does not arise from the Company's gross negligence or willful misconduct (i.e., arises from simple negligence), the liability of the Company to any User shall be limited to an amount equal to the highest fees paid by the User to the Company during any one complete calendar month in the immediately preceding 12-calendar month period (the "Fee Limit"). Each User agrees to, and shall, defend and indemnify each of the Company and each of its employees, officers, directors, shareholders, agents and professional advisors (each, an "Indemnified Person") from and against all reasonable losses, liabilities, damages, judgments, settlements, fines, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and disbursements and the expenses of enforcing this provision) (collectively, "Losses") that such Indemnified Person may incur directly arising out of or directly relating to the acts or omissions of such User's participation or failure to participate (for itself or on behalf of others) in the Services or the System, any unauthorized access to the System through such User's interface with the System or any other matter directly relating to such User that is not the responsibility of the Company hereunder, except in each case to the extent that such Losses arise out of or relate to the Company's negligence or willful misconduct; provided, however, that to the extent such Losses result from the Company's simple negligence (as opposed to gross negligence or willful misconduct), such

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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.

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

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

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

(b) EACH OF THE COMPANY AND EACH USER IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS SET OUT IN THE USER AGREEMENT AND ANY APPELLATE COURT FROM ANY SUCH COURT, FOR THE PURPOSE OF ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE ITS OBLIGATIONS HEREUNDER OR ARISING OUT OF OR RELATING IN ANY WAY TO THESE OPERATING PROCEDURES, OR ANY NON-CONTRACTUAL CLAIM ARISING OUT OF IT AND (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 RIGHTS THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE OPERATING PROCEDURES.

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

11.   Signatures

The Company may, at its option, in lieu of relying on an original signature, rely on a signature as if it were (and the signature shall be considered and have the same effect as) a valid and binding original signature in the following circumstances:

If such signature is transmitted, recorded or stored by any electronic, optical, or similar means (including but not limited to telecopy, imaging, xeroxing, electronic mail, electronic data interchange, telegram, or telex).

12.   Principal Users

Notwithstanding any provisions of the DTCC Derivatives Repository Plc User Agreement or these Operating Procedures, as may be amended from time to time, from 17 April 2017:

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

(b) the User Agreement and Operating Procedures shall not, from 17 April 2017 constitute a separate agreement between the other entities (excluding the Principal User) listed on the Annex I hereto, as amended from time to time;

(c) the Principal User agrees to procure the compliance of each of the entities listed on the Annex I (as stated before, each a "User") with the terms and conditions of the Operating Procedures and will be liable for any breach of the Operating Procedures by the User(s) in connection with use of or access to the System under the User Agreement;

(d) Principle User will indemnify the Company for any Losses that the Company may incur directly arising out of, or directly related to, a breach of the Operating Procedures by the User(s) in connection with use of or access to the System under the User Agreement;

(e) Principle User shall pay the Fees payable by the User(s) in accordance with the relevant schedules or appendices of the Operating Procedures; and

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

13. **Super Access Coordinators**

Users are required to maintain at least two (2) Super Access Coordinators ("SuperACs") on the System with the correct contact information. SuperACs are responsible for providing access to other individuals (referred to as "Access coordinators" or "ACs") who are eligible to access the system and use the service on behalf the User. SuperACs are also responsible for removing access for any individuals who should no longer access the system on behalf of the User. Company may contact a User's SuperACs or ACs with urgent and/or important information regarding the System, the Service or the User. SuperACs and ACs have the responsibility to share all information provided by the Company with any relevant parties within the User's organization. Failure on the part of the User to maintain at least two SuperACs with up-to-date information or failure by the User's SuperACs to maintain up-to-date information about ACs may impair the Company's ability to transmit or communicate urgent or important information to the User. In such case, the Company shall have no liability whatsoever for User's actions or omissions that result directly or indirectly from having not received the urgent or important information.

VOLUNTARY REPORTING SERVICE[1]

I.   INTRODUCTION

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

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

II.   DERIVATIVES TRANSACTIONS

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

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[1] This service covers voluntary submission of derivative transactions to DDRL for any reason other than pursuant to a legal obligation to report such data.

III.   SUBMISSION OF RECORDS

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

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

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

Without limiting the foregoing, Records may be submitted by, or on behalf of a User, with respect to a particular periodic reporting period (the "Reporting Period"). The Reporting Period for all Derivative Transactions will initially be a daily basis. The Company may change the Reporting Period by Important Notice or Applicable Publications, and may select a different Reporting Period for different types of Derivative Transactions, as determined by the appropriate User working group.

Records for a Reporting Period may be submitted on either a "full upload" or "incremental upload" basis, as follows:

- In a full upload, a User will submit a record of all eligible Derivative Transactions as of the last business day of the Reporting Period, thereby deleting all existing positions from the prior Reporting Period.

- In an incremental upload, a User may submit new Records, modifications of existing Records or deletions of existing Records on a record-by-record basis.

Full upload is only available for users reporting Exchange Traded Derivatives and users of the OTC reporting service currently using this functionality. This functionality is not being made available to new OTC users in any asset class as of the date of these procedures.

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

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Interest Rate Derivatives submitted (i) on behalf of a User by MarkitSERV Limited and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the record submitted by MarkitSERV Limited, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Credit Derivatives submitted (i) on behalf of a User by MarkitSERV LLC or DTCC Deriv/SERV LLC and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the record submitted by MarkitSERV LLC with respect to updates to confirmation Records and DTCC Deriv/SERV LLC with respect to updates to confirmation Records, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Equity Derivatives submitted (i) on behalf of a User by MarkitSERV Limited and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either MarkitSERV Limited or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for FX Derivatives submitted (i) on behalf of a User by Society for World-wide Inter-bank Financial Telecommunication ("SWIFT") and (ii) by the same

User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either SWIFT or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict.

The Company may establish from time to time through Applicable Publications or Important Notice a reasonable submission deadline (the "Submission Deadline") for a Reporting Period by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, will not be included in the generation of Reports for that Reporting Period.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Repository Records on behalf of a User (in each case as set out by the User in the Annex I to the User Agreement, or in a separate agreed form of written authorization) or, as agreed with the relevant User working group, may establish a "Trusted Source" for data. The Company may establish authorization and/or authentication procedures in connection therewith. A User may choose whether or not to authorize a Third Party Submitter and such authorization shall be specific and may be revoked at User's request by submission of a revised Annex I.

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

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

IV.   REPORTS

The Company will prepare Reports based on Records on a periodic basis with respect to each Reporting Period. Reports may be prepared (i) on an aggregate basis for all Users ("Aggregate Users Reports") and/or (ii) on a submitting User basis reflecting data from Records submitted by or on behalf of such User (a "User Report"). Aggregate Users Reports and User Reports may have subcategories for product type, counterparty and other relevant categories and may be determined on a transaction or position level basis. The Company may calculate outstanding notional amounts in connection with Equity Derivatives Reports.

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

Each User will designate, in a manner to be specified by the Company (and which designation may be modified by the User from time to time by written notice to the Company), certain regulator(s) or supervisory authorit(ies) ("Designated Regulators") that are to have access to its User Reports. The Company will provide a facility pursuant to which Designated Regulator(s) will have secure electronic access to the User Reports of those Users for which it is a Designated Regulator as well as Aggregate Users Reports. Where reporting is carried out pursuant to the OTC Derivative Regulators Forum ("ODRF") mandate such reporting will comply with the ODRF guidelines as published from time-to-time.

The Company will not:

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

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

(iii)   without limiting the provisions of these Operating Procedures (including but not limited to Section 7 and 8 of the Important Legal Information section of the Operating Procedures), make available, disclose or give access to User Reports to another User or to regulators or supervisory authorities other than the User's Designated Regulator.

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

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

V.   CERTAIN LEGAL MATTERS

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

EMIR REPORTING SERVICE[2]

I.   INTRODUCTION

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

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

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

II.   DERIVATIVES TRANSACTIONS

Derivatives Transactions will include the following over-the-counter derivative asset classes: equity derivatives ("Equity Derivatives"), interest rate derivatives ("Interest

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[2] This service covers submission of derivative transactions to DDRL pursuant to Art. 9 of Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012.

Rate Derivatives"), credit derivatives ("Credit Derivatives"), foreign exchange derivatives ("FX Derivatives"), commodity derivatives ("Commodity Derivatives") and all exchange traded derivatives ("Exchange Traded Derivatives") as well as other derivative transactions, in each case of a type specified by the Company from time to time through Applicable Publications or by Important Notice.

III.   SUBMISSION OF RECORDS

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

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

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 an Record submitted to the Company other than to maintain such Record and provide reporting with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and reported by the Company as provided herein and fully indemnify the Company from any and all losses it suffers in the event it transpires that representation is inaccurate.

Without limiting the foregoing, Records may be submitted by, or on behalf of a User, with respect to a particular periodic reporting period (the "Reporting Period"). The Reporting Period for all Derivative Transactions will initially be a daily basis. The Company may change the Reporting Period by Important Notice or Applicable Publications, and may select a different Reporting Period for different types of Derivative Transactions, as determined by the appropriate User working group.

Records for a Reporting Period may be submitted on either a "full upload" or "incremental upload" basis, as follows:

- In a full upload, a User will submit a record of all eligible Derivative Transactions as of the last business day of the Reporting Period, thereby deleting all existing positions from the prior Reporting Period.

- In an incremental upload, a User may submit new Records, modifications of existing Records or deletions of existing Records on a record-by-record basis.

Full upload is only available for users reporting Exchange Traded Derivatives and users of the OTC reporting service currently using this functionality. This functionality is not being made available to new OTC users in any asset class as of the date of these procedures.

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

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted. Notwithstanding the preceding paragraph, in the event that the Company receives Records submitted (i) on behalf of a User by MarkitSERV Limited (or other provider designated by the Company as a "Trusted Source", who has authority to report on behalf of a User) and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the record submitted by said Trusted Source, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Credit Derivatives submitted (i) on behalf of a User by MarkitSERV LLC or DTCC Deriv/SERV LLC (or other provider designated by the Company as a 'Trusted Source', who has authority to report on behalf of a User) and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the record submitted by the Trusted Source with respect to updates to confirmation Records, and disregard the Record submitted by that User, for all purposes (other than

confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Equity Derivatives submitted (i) on behalf of a User by MarkitSERV Limited (or other provider designated by the Company as a "Trusted Source", who has authority to report on behalf of a User) and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either the Trusted Source or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for FX Derivatives submitted (i) on behalf of a User by Society for World-wide Inter-bank Financial Telecommunication ("SWIFT") (or other provider designated by the Company as a 'Trusted Source', who has authority to report on behalf of a User) and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either the Trusted Source or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict.

The Company may establish from time to time through Applicable Publications or Important Notice a reasonable submission deadline (the "Submission Deadline") for a Reporting Period by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, will not be included in the generation of Reports for that Reporting Period.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Repository Records on behalf of a User (in each case as set out by the User in the Annex I to its User Agreement, or in a separate agreed form of written authorization) or, as agreed with the relevant User working group, may establish a "Trusted Source" for data. The Company may establish authorization and/or authentication procedures in connection therewith. A User may choose whether or not to authorize a particular Service Provider and such authorization shall be specific and may be revoked at User's request by submission of a revised Annex I.

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

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

IV. REPORTS

The Company will prepare Reports based on Records on a periodic basis with respect to each Reporting Period. Reports may be prepared (i) on an aggregate basis for all Users ("Aggregate Users Reports") and/or (ii) on a submitting User basis reflecting data from Records submitted by or on behalf of such User (a "User Report"). Aggregate Users Reports and User Reports may have subcategories for product type, counterparty and other relevant categories and may be determined on a transaction or position level basis. The Company may calculate outstanding notional amounts in connection with Equity Derivatives Reports.

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

Each User will designate, in a manner to be specified by the Company (and which designation may be modified by the User from time to time by written notice to the Company), certain regulator(s) or supervisory authorit(ies) ("Designated Regulators") that are to have access to its User Reports. The Company will provide a facility pursuant to which Designated Regulator(s) will have secure electronic access to the User Reports of those Users for which it is a Designated Regulator as well as Aggregate Users Reports.

The Company will not:

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

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

(iii) without limiting the provisions of these Operating Procedures (including but not limited to Section 7 and 8 of the Important Legal Information section of the Operating Procedures), make available, disclose or give access to User Reports to another User or to regulators or supervisory authorities other than

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the User's Designated Regulator.

(iv)   Make commercial use of the data without the consent of the relevant counterparties, and that such consent will be explicit, optional and revocable on receipt of reasonable prior notice. A standard form notice for counterparties wishing to revoke consent may be found at: http://www.dtcc.com/derivatives-services/global-trade-repository/gtr-europe

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

In accordance with Article 80 of Regulation (EU) No 648/2012, as may be amended, supplemented or superseded from time to time, the Company shall not grant a natural person who has a close link with the Company or a legal person with a parent undertaking or a subsidiary relationship with the Company the right to use the Confidential Information contained within Records for commercial purposes.

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

V.   ACCESS VIA AN INTRODUCER OR INTERMEDIATE

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

The User will be solely responsible for paying any, and all, fees incurred by their End Clients. An account management or annual membership fee is payable by the User for each End Client they act on behalf of. The management or membership fee is graduated depending on the number of End Clients the User acts for. These

fees are set out in the GTR EMIR Fee Schedule - Intermediate Service, as may be revised from time-to-time. If there are any variable fees payable in addition to any free records per month included in the account management or annual membership fee per End Client these are payable by the Introducer (also referred to as the Intermediate) at the rate set out in the GTR EMIR Fee Schedule (as amended from time-to-time). The Trade Repository will issue a single consolidated invoice to the User representing all fees incurred for the entire population of End Clients that the User acts on behalf of. This invoice will be subject to the Trade Repository's standard payment terms.

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

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

VI.   CERTAIN LEGAL MATTERS

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

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

HONG KONG TRADE REPORTING SERVICE CONNECTIVITY[3]

I.   INTRODUCTION

A User which is also a person whom the Hong Kong Monetary Authority ("HKMA") has agreed pursuant to a current Reporting Service Agreement ("RSA"), as may be amended or superseded from time to time, to provide a reporting service ("HKTRS") may request that the Company's Trade Repository (the "Trade Repository") transmit records submitted by or on behalf of User from time to time ("Records") with respect to one or more categories or types of derivatives transactions ("Derivatives Transactions") or the status thereof or events with respect thereto, in each case as may be specified by the Company, and as a source for generation of reports ("Reports") relating to such transactions to Users and the HKMA's HKTRS (the "Connectivity Service"). All Records for Derivatives Transactions included or to be included in the Repository for transmission to the HKTRS from time to time and the related Reports shall be subject to the provisions set forth in this Appendix and the Company's Applicable Publications, each as may be amended from time to time. The Connectivity Service will be deemed a Service for purposes of the DTCC Derivatives Repository Plc Operating Procedures (the "Operating Procedures"); provided that in the event of any conflict between this Appendix and any other provision of the Operating Procedures (or the appendices thereto) in connection with a Derivatives Transaction (and related records) included or to be included in the Trade Repository, this Appendix shall govern. As used in this Appendix, a "User" means a User of the Connectivity Service.

II.   DERIVATIVES TRANSACTIONS

Derivatives Transactions will include equity derivatives ("Equity Derivatives"), interest rate derivatives ("Interest Rate Derivatives"), credit derivatives ("Credit Derivatives"), foreign exchange derivatives ("FX Derivatives"), commodity derivatives ("Commodity Derivatives") and other derivative transactions, in each case of a type specified by the Company from time to time through Applicable Publications or by Important Notice.

III.   SUBMISSION OF RECORDS

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

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[3] This service covers submission of derivative transactions to DDRL following the Users nomination of DDRL as its agent to undertake reporting to HKTR on its behalf, pursuant to its clause 7 of the reporting service agreement entered into between the User and Hong Kong Monetary Authority.

transmission via the Connectivity Service. The Company may establish different types of Records for different types of Derivatives Transactions and related statuses or events.

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

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 the Connectivity Service with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and transmitted by the Company as provided herein.

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

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Interest Rate Derivatives submitted (i) on behalf of a User by MarkitSERV Limited and (ii) by the same User in respect of the same

Derivative Transaction, the Company will use the record submitted by MarkitSERV Limited, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Credit Derivatives submitted (i) on behalf of a User by MarkitSERV LLC or DTCC Deriv/SERV LLC and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the record submitted by MarkitSERV LLC with respect to updates to confirmation Records and DTCC Deriv/SERV LLC with respect to updates to confirmation Records, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for Equity Derivatives submitted (i) on behalf of a User by MarkitSERV Limited and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either MarkitSERV Limited or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict. Notwithstanding the preceding paragraph, in the event that the Company receives Records for FX Derivatives submitted (i) on behalf of a User by Society for World-wide Inter-bank Financial Telecommunication ("SWIFT") and (ii) by the same User in respect of the same Derivative Transaction, the Company will use the most recently received record submitted by either SWIFT or the User, and disregard any previously submitted record and the Company will promptly inform the relevant User of such conflict.

The Company may establish from time to time through Applicable Publications or Important Notice a reasonable submission deadline (the "Submission Deadline") by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, may not be transmitted to the HKTRS in time to meet a User's reporting obligations as defined in the RSA.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Records on behalf of a User (in each case as set out by the User in the Annex I to the User Agreement, or in a separate agreed form of written authorization) or, as agreed with the relevant User working group, may establish a "trusted source" for data. A User may choose whether or not to authorize a particular Service Provider and such authorization shall be specific and may be revoked at User's request by submission of a revised Annex I..

Regardless of any provisions to the contrary elsewhere in these Operating Procedures, if the User has authorized a Third Party Submitter or other Service Provider to submit Records for Derivative Transactions on its behalf, then the User agrees that for all purposes under the Operating Procedures, Records that are submitted to the Services as provided in the Operating Procedures and that indicate the User as the submitting party shall be conclusively presumed to have been duly authorized by the User whenever such records are determined to have been submitted through Computer-to-Computer Links

established with the Third Party Submitter. The Repository shall have no liability for any failure of the Third Party Submitter to submit correct Records to the Services, or otherwise to properly use their Systems, regardless of if such submission is through Computer-to-Computer Links or Web Front End.

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

V. CERTAIN LEGAL MATTERS

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

**TRADE INFORMATION WAREHOUSE
WAREHOUSE RECORD**

I.   INTRODUCTION

Trade Information Warehouse (the "TIW") is a service offering operated by DTCC Derivatives Repository Plc (the "Company") and DTCC Deriv/SERV LLC. The Company implements and maintains Warehouse Records (as defined herein) for the benefit of Users and the TIW is intended as a central trade information warehouse for records of eligible transactions ("Warehouse Eligible Transactions"). All Warehouse Eligible Transactions (and related Records) included or to be included in the TIW from time to time shall be subject to the provisions set forth in this Appendix and the Company's Applicable Publications, each as may be amended from time to time. The TIW 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 a Warehouse Eligible Transaction (and related Records) included or to be included in the TIW, this Appendix shall govern.

II.   WAREHOUSE ELIGIBLE TRANSACTIONS

Warehouse Eligible Transactions will include credit and other derivative transactions of such categories and types as the Company may specify from time to time in these Operating Procedures or Applicable Publications or by Important Notice. As of the date hereof, Warehouse Eligible Transactions include single name credit default swaps (using master confirmation agreements, default master confirmation agreements, published standard terms or the ISDA physical settlement matrix) and index credit default swaps (using master confirmation agreements, default master confirmation agreements or published standard terms)). The elements of the Warehouse Record (as defined below) to be maintained in the TIW for any Warehouse Eligible Transaction (a "Warehouse Record Description") shall be as set forth in one or more templates (together with related terms and specifications) contained in a supplement to this Appendix (a "Record Supplement") or in Applicable Publications, in each case as may be adopted and/or modified by the Company from time to time.

III.   INITIAL SUBMISSION OF WAREHOUSE TRANSACTIONS

On or after the date specified by the Company through an Important Notice for each category of Warehouse Eligible Transaction (the "Warehouse Inception Date"), Records of Warehouse Eligible Transactions of that category may be included in the Warehouse in any of the following manners:

- Records of New Trades in Warehouse Eligible Transactions that have been submitted to the TIW on or after the Warehouse Inception Date as a

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confirmed or matched record by a Submission Service will automatically be included in the TIW. For purposes hereof, a "New Trade" will be either a new Warehouse Eligible Transaction entered into between Users or a Warehouse Eligible Transaction between Users resulting from an assignment or novation of a Warehouse Eligible Transaction, and a "Submission Service" will be the MarkitSERV Confirmation Service and such other confirmation, matching or other services for the submission of confirmed or matched transaction records as the Company may designate from time to time by Important Notice or Applicable Publications. For any Submission Service, the Company may establish additional terms and specifications to accommodate the submission of Records by the Submission Service to the TIW.

1. Records of other Warehouse Eligible Transactions may be included in the TIW through the backloading procedures set forth in Section VI below.

New Records of Warehouse Eligible Transactions may not be included in the TIW in any other manner. The Record for each Warehouse Eligible Transaction that has been included in the TIW will be referred to as a "Warehouse Record" and the related transaction will be referred to as a "Warehouse Transaction" hereunder. The Warehouse Record will consist of data submitted by the Submission Service in accordance with the data elements set forth in the Warehouse Record Description for the relevant type of transaction, as supplemented by any additional terms as may be set forth in the Operating Procedures (including any Record Supplement) or Applicable Publications, and may be modified from time to time by Modifications (as defined in Section IV below). The Warehouse Record Description for a particular type of transaction will specify the applicable confirmation, transaction supplement or other document to be represented by the Warehouse Record (the "Replaced Document"). Following the occurrence of a Modification, the Warehouse Record for purposes hereof will be the Warehouse Record as so modified. Except to the extent inconsistent with these Operating Procedures (including any Record Supplement), a Warehouse Transaction shall be subject to any applicable terms and conditions set forth in the applicable operating procedures, terms and conditions or similar documents of the submitting Submission Service ("Submission Service Terms"); provided that the Company will not be deemed to have notice of any such Submission Service Terms or be obligated to take, or refrain from taking, any action based on any such Submission Service Terms in providing the services set forth in these Operating Procedures.

All Warehouse Records will, upon inclusion in the TIW, be assigned a Trade Reference Identifier ("TRI") that will enable Users to track such Warehouse Records in the TIW. Without prejudice to any provisions hereof, Warehouse Records (as so defined) may for various purposes also be commonly be referred to as "gold" records. The Company may also maintain in the Warehouse records of transactions that do not constitute "gold" Warehouse Records (which may include records commonly referred to as "bronze" records or "copper" records), in each case on the terms set forth herein or in Applicable Publications.

The TIW will maintain the current status of each Warehouse Record as "Certain," "Uncertain" or in certain cases, "Unconfirmed/Alleged", as described in more detail herein. With respect to Warehouse Records for New Trades included in the TIW through submission by a Submission Service, such Warehouse Records will have a status of "Certain" upon achieving a confirmed status (however described) under the relevant Submission Service and satisfaction of any applicable business validation rules or other requirements specified by the Company in the Applicable Publications (the "Validation Rules"). Prior to achieving a status of "Certain" in the TIW, such Warehouse Records will have a status of "Unconfirmed/Alleged" in the Warehouse. If a Submission Service notifies the Company that a Warehouse Record for a New Trade that has a status of "Unconfirmed/Alleged" is cancelled in accordance with the operating procedures for such Submission Service, such Warehouse Record will be removed from the TIW.

Warehouse Records will be provided to the Company's Global Trade Repository and may be reported thereby in accordance with the Operating Procedures, applicable thereto. Warehouse Records included in the TIW through backloading will initially have a status of "Certain" as provided in Section VI below.

IV.   MODIFICATION OF WAREHOUSE RECORDS

The terms and status of a Warehouse Record in the TIW may be modified from time to time to reflect certain confirmable and non-confirmable post-trade events and, if applicable, credit events with respect to the related Warehouse Transaction (each, a "Modification").

A.   Confirmable Modifications

Confirmable post-trade events ("Confirmable Modifications") will include the following actions by the parties to a Warehouse Transaction:

2. Amendment

3. Assignment/novation

4. Increase

5. Partial Termination

6. Full Termination

7. Any other post-trade events as may be specified by the Company in the Applicable Publications.

The TIW will reflect Confirmable Modifications that have been submitted to a Submission Service (and submitted thereby to the Company, subject to any Validation Rules) as follows: If a Confirmable Modification is submitted to the Submission Service but has not yet been confirmed through that Submission Service (i.e., it has the status of "unconfirmed" or "alleged" (or equivalent status) under Submission Service), the status of

the Warehouse Record will become "Uncertain". Upon confirmation of the Confirmable Modification through the Submission Service and satisfaction of any applicable Validation Rules, the Warehouse Record will be updated and will again have a status of "Certain." With respect to assignments/novations, the Company may also implement consent and/or notional amount reservation procedures through Modification Service Providers (as defined below).

In addition, the status of a Warehouse Record may become "Uncertain" if, as a result of Confirmable Modifications confirmed out of order or mistakenly confirmed, the relevant notional amount (or similar term thereto) set forth in a Warehouse Record becomes negative.

B. Non-Confirmable and Life Cycle Modifications

The Company may from time to time adopt procedures for the modification of Warehouse Records (which may occur without action by Users) to reflect certain post-trade or "life cycle" events other than Confirmable Modifications ("Non-Confirmable Modifications"), including, without limitation, (i) factor adjustments for relevant indexes provided by index sponsors or parties designated by index sponsors, (ii) rate resets based on index values or levels published by designated sources, (iii) the occurrence of certain credit events and (iv) the occurrence of certain succession events. The Company may also authorize one or more service providers from time to time by Important Notice or Applicable Publications (each a "Modification Service Provider") to submit Non-Confirmable Modifications to the Company with respect to Warehouse Transactions, without further consent or approval by any Users hereunder, in accordance with the operating procedures (or similar documents) of such Modification Service Providers; provided that parties authorized to provide "vendor initiated terminations" as provided in Important Notices or Applicable Publications will not constitute Modification Service Providers for purposes of this provision (and accordingly will not be permitted to terminate Warehouse Transactions without prior authorization of the relevant Users). The Company will provide Modification Service Providers access to Warehouse Records and accept Non-Confirmable Modifications from Modification Service Providers in accordance with procedures established by the Company, including by Important Notice or Applicable Publications. DTCC Deriv/SERV LLC will be a Modification Service Provider.

Where such applicable procedures (either by the Company or a relevant Modification Service Provider) have not been adopted for a particular event, the parties to a Warehouse Transaction will be responsible for either amending the related Warehouse Record to reflect any relevant Non-Confirmable Modifications or submitting "exit" records with respect to such Warehouse Record following such Non-Confirmable Modification.

V. LEGAL STATUS OF WAREHOUSE TRANSACTIONS AND WAREHOUSE RECORDS

Each User that is party to a Warehouse Transaction shall be deemed to agree that, notwithstanding any provisions in any applicable Master Document, Submission Service Terms or other documentation relating to such transaction:

(i)   as of any date, the related Warehouse Record, if it has a current status of "Certain," represents the definitive record of the applicable Replaced Document for such Warehouse Transaction as of such date and shall supersede any other documentation or understanding, whether written, oral or electronic, between the parties with respect to such Replaced Document (except as otherwise provided below with respect to "index" credit default swaps and in Section VI below with respect to backloaded Warehouse Records);

(ii)   such Warehouse Record shall constitute an acceptable method under any related master agreement, master confirmation agreement, master confirmation annex and/or standard terms document, however described (each, a "Master Document") for evidencing the terms to be specified in the applicable Replaced Document;

(iii)   upon the occurrence of any Modification of a Warehouse Record and establishment of a current status of "Certain" with respect thereto, the Warehouse Record shall be deemed to have been amended and restated to reflect such Modification; and

(iv)   a Warehouse Record with a current status of "Certain" shall have the same legal effect as a fully executed Replaced Document or amended and restated Replaced Document, as the case may be, entered into pursuant to and subject to the terms of the related Master Documents and shall evidence a transaction between the two Users whose terms and provisions will be set forth in, governed by, construed in accordance with and subject to such record itself, such Master Documents and the Operating Procedures (including the applicable appendices thereto.

A Warehouse Record that has a current status of "Uncertain" or "Unconfirmed/Alleged" will not be subject to the provisions set forth above applicable to Warehouse Records with a status of "Certain". The fact that a Warehouse Record has a current status of "Uncertain" or "Unconfirmed/Alleged" does not, however, necessarily indicate that the related Warehouse Transaction is not a binding agreement or that all of the terms of such Warehouse Record, or any particular terms, are uncertain or disputed. The legal status of a Warehouse Record with a current status of "Uncertain" or "Unconfirmed/Alleged" or of the related Warehouse Transaction (and the terms thereof) will depend, among other things, on the provisions of the applicable Master Documents or other documentation relating to the relevant Warehouse Transaction, including the procedures for contract formation agreed to by the parties, the relevant Warehouse Record, the relationship between the parties, communications, negotiations and actions by the parties with respect to the Warehouse Transaction and any Applicable Law. For the avoidance of doubt, the fact that a Warehouse Record has a status of "Uncertain" at any time shall not be deemed to retroactively affect the status of such record as "Certain" at any prior time.

The parties to a Warehouse Transaction may, through procedures described in Applicable Publications, submit an "exit" record indicating their intent to remove (or

"exit") the related Warehouse Record from the TIW. If one User submits such an "exit" record to the Company with respect to a Warehouse Record, the current status of such Warehouse Record will become "Uncertain," with the consequences described in the preceding paragraph. Upon confirmation of an "exit" record by both parties to a Warehouse Transaction, as described in Applicable Publications, the related Warehouse Record shall cease to be a Warehouse Record. Without limiting the foregoing, upon confirmation of an "exit" record by both parties to a Warehouse Transaction where such "exit" record contains an additional code or identifier defined in an Important Notice or Applicable Publications as providing for the termination of such Warehouse Transaction, then such Users shall be deemed to have agreed that the related Warehouse Transaction upon such exit shall be terminated in full, without further obligation of either party to the other, and in such case such "exit" record shall be deemed a confirmation of such termination for all purposes.

Upon the termination of a User's participation in the System in accordance with the Operating Procedures, the provisions of this Section V shall only apply to its Warehouse Records through the date of termination, and such records shall cease to be Warehouse Records thereafter and shall not be subject to any amendments or modifications to the Operating Procedures following such date of termination. In addition, any Warehouse Records of such User that have the status of "Unconfirmed/Alleged" in the TIW will be deemed cancelled.

Upon a record ceasing to be a Warehouse Record, such record as maintained in the Warehouse as of the date of exit shall become fixed and will not be modified by the Company for any subsequent events affecting the related Warehouse Transaction. Accordingly, such Warehouse Record will only reflect the terms of the related Warehouse Transaction as of the date of exit, and the parties will need to separately document and confirm any subsequent modifications.

Except for Warehouse Transactions that are subject to processing by a Modification Service Provider with respect to such events, in the case of delivery of a credit event notice or similar notice (i) with respect to a Warehouse Transaction that is a "single-name" credit default swap, Users must submit "exit" records for such Warehouse Transaction; and (ii) with respect to a Warehouse Transaction that is an "index" credit default swap, the related Warehouse Record will not reflect such delivery of credit event notices or similar notices or any settlement with respect to the related credit event under such Warehouse Transaction (unless the parties amend the Warehouse), and as a result the Warehouse Record will not constitute the definitive record with respect to any such matters (unless reflected in an amendment to the Warehouse Record) but will otherwise remain the definitive record of the applicable Replaced Document as set forth in this Section V.

In addition, Users submitting Warehouse Transactions to a "tear-up" or similar service (such as TriOptima) must ensure that the Warehouse Record remains accurate through the submission of appropriate Records (as may be further specified by Important Notice or through Applicable Publications). With respect to Warehouse Transactions that are terminated early pursuant to the related Master Documents (including, without limitation, as a result of an event of default), Users must also ensure that the Warehouse

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Record remains accurate through the submission of appropriate Records (as may be specified by Important Notice or through Applicable Publications).

In the event that the parties to a Warehouse Transaction agree that the Warehouse Record is erroneous or has an incorrect status (e.g., through a mutual mistake of fact), such parties may, upon submission to the Company of written confirmation of the error to the satisfaction of the Company, request that the Company make such adjustments to the Warehouse Record as may be necessary to correct such error. Notwithstanding the foregoing, if a Submission Service notifies the Company that the underlying transaction records for a Warehouse Transaction submitted to the Company by such Submission Service was confirmed in error, the related Warehouse Record will cease to be a Warehouse Record.

The Company shall not be responsible for a User's failure to properly identify, in records submitted to the TIW in accordance with this Appendix and the Operating Procedures, the terms of any Warehouse Transaction or any Modification thereto or to submit an "exit" record with respect to a Warehouse Transaction.

VI.   BACKLOADING

The Company will allow Users to submit to the TIW, or "backload," records of Warehouse Eligible Transactions confirmed outside of a Submission Service, in accordance with the following procedures:

Records of Warehouse Eligible Transactions to be backloaded must be submitted by Users to the TIW electronically in the form of templates adopted for this purpose by the Company, which will generally be in the same form as the templates applicable to the submission of Warehouse Records hereunder, with such modifications as the Company determines to be appropriate. Notwithstanding the foregoing, backloaded records (or the validation or matching rules applicable thereto) may have certain differences from records submitted to the TIW through a Submission Service. For example, certain fields may be optional and serve informational purposes only and/or matching may not be required with respect to certain required fields. Optional information-only fields will not form part of the definitive legal record of the relevant Replaced Document or otherwise affect the legal status of the relevant Warehouse Record for purposes of Section V above. With respect to required fields that are not required to match, if the information therein matches, it will form part of the definitive legal record of the relevant Replaced Document to the same extent as the matching fields. If the information in such fields does not match, such information will not form part of the definitive legal record of the relevant Replaced Document. The fact that information in such fields does not match shall not in itself indicate that the related Warehouse Transaction is not a binding agreement and shall not in itself affect the status of the relevant Warehouse Record as a whole or any matched terms thereof for purposes of Article V (which, for the avoidance of doubt, the parties intend as the definitive record of such matched terms). The status of any such non-matched terms of a Warehouse Transaction will depend, among other things, on the provisions of the prior documentation relating to such Warehouse Transaction, any procedures for contract formation agreed to by the parties, the relationship between the parties, communications,

negotiations and actions by the parties with respect to such Warehouse Transaction and Applicable Law. Notwithstanding anything to the contrary in this Appendix, if a backloaded Warehouse Transaction with any such non-matched terms is to be assigned pursuant to a Submission Service, then (i) with respect to any non-matched information as to the first payment date under the Warehouse Transaction, the Company will use the information contained in the payor's backloaded record for purposes of populating the relevant field in the Transaction Record for the relevant Replaced Document as assigned (and such field will form part of the definitive legal record of the relevant Replaced Document of the assigned Warehouse Transaction) and (ii) the Company may permit or require the transferor and remaining party to resolve and confirm one or more of any other such non-matched terms for purposes of the Replaced Document as assigned (whereupon such resolved and confirmed terms will form part of the definitive legal record of the assigned Warehouse Transaction, and any non-matched terms not so resolved and confirmed will remain subject to the preceding provisions of this paragraph).

With respect to records submitted for backloading after February 19, 2009, in the case of a transaction that has been novated prior to the Backload Effective Date, it is expected that the date specified in the "Trade Date" field will be the Novation Trade Date, rather than the Original Trade Date. In such case, notwithstanding anything to the contrary in this Appendix or the backloaded record, (i) the Original Trade Date for the backloaded Warehouse Transaction (including following any subsequent novation thereof) shall be as set forth in the Original Confirmation; (ii) in the event of any inconsistency between the backloaded Transaction Record and the Original Confirmation as to the Original Trade Date, the Original Confirmation shall govern; and (iii) the specification of the Novation Trade Date in the backloaded record shall not affect the validity of the original transaction confirmed by the Original Confirmation. With respect to any other backloaded Warehouse Transaction (including following any subsequent novation thereof), nothing in these Operating Procedures will preclude the parties from claiming that the Original Trade Date and/or Novation Trade Date, if applicable, should be determined on the basis of the Original Confirmation, notwithstanding that the backloaded records have a status of "Certain." Without limiting the foregoing, one or both parties to a backloaded Warehouse Transaction may, for reference purposes only, specify the Original Trade Date of the transaction in a non-matching free text or comment field in the backloaded record.

As used in the preceding paragraph:

The "Original Confirmation" shall mean, with respect to a backloaded Warehouse Transaction, the original confirmation thereof between the parties thereto, as amended or supplemented from time to time (or other applicable documentation, agreements or understandings as to the terms and conditions of such transaction), including, for purposes of the determination of the Novation Trade Date, any novation confirmation or agreement with respect thereto, in any case as in effect for such Warehouse Transaction immediately prior to the Backload Effective Date.

The "Original Trade Date" shall mean, with respect to a backloaded Warehouse Transaction, the original Trade Date for the backloaded Warehouse Transaction regardless of any novation thereof.

Each backloaded record will contain a field named "Backload Effective Date". Users submitting records of Warehouse Eligible Transactions for backloading should specify the terms of the related Warehouse Transactions that are current as of the specified Backload Effective Date, reflecting all post-trade events that occurred on or prior to the Backload Effective Date.

With respect to backloaded records for Single Entity Matrix notwithstanding anything to the contrary in this Appendix, if the "Master Document Date" field is blank, Users will be deemed to have incorporated the ISDA Matrix most recently published as of the Backload Effective Date. Users wishing to have a different version of the ISDA Matrix apply to the backloaded transaction must specify the applicable publication date thereof in the "Master Document Date" field. As used herein, a "Single Entity Matrix Transaction" means a single reference entity credit default swap incorporating the ISDA Credit Derivatives Physical Settlement Matrix (the "ISDA Matrix").

If two Users submit backloaded records for Warehouse Eligible Transactions that match (in accordance with the matching requirements for backloaded records or the Validation Rules), or a User affirms a backloaded record submitted by the other User, and in either case the record satisfies the applicable Validation Rules, such record will be compared to the records of existing transactions in the MarkitSERV Confirmation Service. If the backloaded record is not in the existing MarkitSERV Confirmation Service database, the record will be automatically loaded into the TIW as a Warehouse Record with a status of "Certain."

If a record for the transaction exists in the MarkitSERV Confirmation Service database, the backloaded record will be compared to the "imputed trade state" for that transaction in the MarkitSERV Confirmation Service. If the backloaded record matches the "imputed trade state" (as more fully specified in the Applicable Publications), it will be automatically loaded into the TIW as a Warehouse Record with a status of "Certain." If the backloaded record does not match the "imputed trade state," the relevant Users will be notified. In such case, if both Users elect, the record as submitted for backloading will be manually loaded to the TIW as a Warehouse Record with a status of "Certain" (notwithstanding any discrepancies from its "imputed trade state" in the MarkitSERV Confirmation Service).

With respect to any Warehouse Transaction that is a credit default swap transaction, the Reference Entity as specified in the backloaded record is intended to be the correct name of the Reference Entity as at the Backload Effective Date as determined in accordance with the terms of the relevant Warehouse Transaction (including any prior documentation relating thereto) and taking into account any relevant Material Event (as defined below) that occurred prior to the Backload Effective Date.

Subject to the following paragraph, the Reference Entity specified in the backloaded record will become the Reference Entity for the purposes of the Warehouse Transaction, provided that (subject to the following paragraph) all references to the Reference Entity in any documentation relating to the Warehouse Transaction will be

interpreted on the basis that the Reference Entity name was correct as at the Backload Effective Date.

In the event that a Material Event occurred with respect to a Reference Entityprior to the Backload Effective Date and the parties failed to correctly take into account such Material Event in the backloaded records for the relevant Warehouse Transaction (such that the Reference Entity and/or the Floating Rate Payer Calculation Amount specified in the Warehouse Record were not correct as of the Backload Effective Date), nothing in these Operating Procedures will preclude the parties from claiming that the Reference Entity and/or Floating Rate Payer Calculation Amount for such Warehouse Transaction should be determined on the basis of any confirmation relating to such Warehouse Transaction existing prior to the Backload Effective Date, and any associated documentation, agreements or understandings relating to the consequences of such Material Event, notwithstanding that the backloaded records have a status of "Certain." For the avoidance of doubt, in such circumstances, Users may submit an Amendment in accordance with these Operating Procedures to correct the backloaded Warehouse Record as of the Backload Effective Date.

For the purposes of this Section VI, a "Material Event" means an event that has occurred in respect of a Reference Entity prior to a relevant Backload Effective Date, including but not limited to any name changes and/or determination of one or more Successors pursuant to the Credit Derivatives Definitions.

Each User agrees that a backloaded record of a Warehouse Eligible Transaction that has attained the status of "Certain" in the TIW shall constitute the amendment and restatement of the relevant Replaced Document for the related transaction as of the Backload Effective Date and in the form uploaded to the TIW (except as set forth above with respect to non-matching terms). Thereafter, such record shall constitute a Warehouse Record for all purposes under this Appendix (including, without limitation, in connection with Modifications that occur after the Backload Effective Date).

For the avoidance of doubt, until it is loaded into the TIW with a status of "Certain", a record submitted for backloading will not constitute a Warehouse Record for purposesof this Appendix and will not be subject to the provisions of Section V above. The submission of a record of a Warehouse Eligible Transaction shall not affect the status of anypayments or settlements thereunder made prior to the Backload Effective Date.

VII. SUBMISSION OF "COPPER" TRANSACTION RECORDS

The Company will provide a facility in the TIW pursuant to which Users may submit records ("Copper Records") from time to time with respect to one or more categories or types of transactions as may be specified by the Company. The Company shall specify by Important Notice or Applicable Publications the information required or permitted to be included in Copper Records for transactions of a particular type and the manner in which Copper Records may be submitted. Copper Records will be maintained by the Company in the TIW, but Copper Records will not constitute Warehouse Records (that is, "gold" records), and transactions described therein will not constitute Warehouse

Transactions, for any purposes under this Appendix or the Operating Procedures; provided that if a Copper Record is submitted with respect to a transaction for which there is a Warehouse Record, such Copper Record shall have no effect on such Warehouse Record or the related Warehouse Transaction. Without limiting the foregoing sentence, Copper Records are not intended to constitute confirmations or other legal documentation and accordingly will not affect the legal status (if any) in any respect of a transaction described (or purported to be described) therein. The Company will not perform matching, post-trade processing or any calculations or determinations with respect to Copper Records. In addition, the Company will not provide any notification to a party identified as the counterparty in a submitted Copper Record.

The Company will permit submission of Copper Records only in batches. Each time a User submits a batch of Copper Records, all prior Copper Records of that User will be deleted and replaced with the new batch. A User should not submit a Copper Record with respect to a transaction for which a Warehouse Record exists; provided that if such a Copper Record is submitted it will have no effect on such Warehouse Record.

The Company will prepare on a periodic basis consolidated reports with respect to all current Copper Records submitted to the Company ("Copper Record Reports"). Copper Record 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.

Without limiting any other provisions of the Operating Procedures (including, without limitation, the Important Legal Information section):

(i) To the extent that a User is located within the United States, or is otherwise subject to the jurisdiction of the United States, User certifies the following in connection with Copper Records submitted by it:

User is a U.S. person as defined by applicable regulations administered and enforced by OFAC. User agrees that it is thereby subject to, and 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 (collectively referred to as the "SDN List") the name and address of any counterparty to a transaction for which it submits a Copper Record;

(ii) To the extent that a User is not located in the United States, or is not otherwise subject to the jurisdiction of the United States, User certifies that it will not submit any Copper Record for a transaction that User knows, either due to its screening or through other means, to be in violation of the regulations administered and enforced by OFAC.

VIII. REPORTS

Each User will designate, in a manner to be specified by the Company (and which designation may be modified by the User from time to time by written notice to the Company), certain regulator(s) or supervisory authorit(ies) ("Designated Regulators") that are to have access to its Warehouse Records. The Company will provide a facility pursuant to which Designated Regulator(s) will have secure electronic access to the Warehouse Records of those Users for which it is a Designated Regulator. Where reporting is carried out pursuant to the OTC Derivative Regulators Forum ("ODRF") mandate such reporting will comply with the ODRF guidelines as published from time-to-time.

FINFRAG TRADE REPORTING SERVICE

I.   **INTRODUCTION**

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

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

II.   **DERIVATIVES TRANSACTIONS**

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

III.   **SUBMISSION OF RECORDS**

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

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

Company, for Third Party Submitters to submit Records on its behalf. The Company may disclose User's Confidential Information to User's Third Party Submitters as necessary to validate information in Records or otherwise provide the Service.

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

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

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

The Company may establish from time to time through Important Notices or Applicable Publications a reasonable submission deadline (the "Submission Deadline") by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Derivative Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, may not be transmitted to the UnaVista Service in time to meet a User's reporting obligations as defined in MiFIR.

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

V. GOVERNING LAW & JURISDICTION

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

VI. CERTAIN LEGAL MATTERS

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

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

SECURITIES FINANCING TRANSACTIONS REPORTING SERVICE[1]

I.   INTRODUCTION

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

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

The User shall pay to the Company such fees and charges for the Securities

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[1] This service covers submission of transactions to DTCC Derivatives Repository PLC pursuant to either the Regulation on reporting and transparency of securities financing transactions ((EU) 2015/2365) or, if applicable, the equivalent UK Act and associated regulations on reporting and transparency of securities financing transactions.

Financing Transactions Reporting Service as shall be specified from time to time in the Securities Financing Transactions Reporting Service Fee Schedule.

The Service shall commence on a date to be specified after the Company is authorized by ESMA or FCA (as applicable) to provide the Service.

II.   TRANSACTIONS

Transactions will include all securities financing transactions defined in Article 3 of the Regulation on reporting and transparency of securities financing transactions ((EU) 2015/2365) ("Regulation") or the equivalent UK Act and associated regulations on transparency of securities financing transactions ("SFTs") ("Act") as well as other transactions, in each case of a type specified by the Company from time to time through Applicable Publications or by Important Notice. References to the Regulations below shall refer to the Act and references to ESMA shall be interchangeable with the FCA if or when the Regulations are superseded or replaced by the Act in England and Wales.

III.   SUBMISSION OF RECORDS

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

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

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 an Record submitted to the Company other than to maintain such Record and provide reporting with respect thereto (and any liability of the Company to Other Identified Parties with respect to such matters shall be limited to the same extent as its liability to Users). Each Third Party Submitter will

be deemed to represent to the Company that it has obtained all necessary authorization or permission, to the extent required by applicable law, to submit Records on behalf of Other Identified Parties and for such Records to be maintained and reported by the Company as provided herein and fully indemnify the Company from any and all losses it suffers in the event it transpires that representation is inaccurate.

Without limiting the foregoing, Records may be submitted by, or on behalf of a User, with respect to a particular periodic reporting period (the "Reporting Period"). The Reporting Period for all Transactions will initially be a daily basis. The Company may change the Reporting Period by Important Notice or Applicable Publications, and may select a different Reporting Period for different types of Transactions, as determined by the appropriate User working group.

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

Records will only be accepted by the Company if they are in the required format and contain the required data elements and the Company will inform the submitting User promptly if the Record is not accepted. Notwithstanding the preceding paragraph, in the event that the Company receives Records submitted (i) on behalf of a User by a provider designated by the Company as a Trusted Source, who has authority to report on behalf of a User) and (ii) by the same User in respect of the same Transaction, the Company will use the record submitted by said Trusted Source, and disregard the Record submitted by that User, for all purposes (other than confidentiality) hereunder and the Company will promptly inform the relevant User of such conflict.

The Company may establish from time to time through Applicable Publications or Important Notice a reasonable submission deadline (the "Submission Deadline") for a Reporting Period by which Records must be submitted and, if applicable, re-submitted or validated (and may establish different Submission Deadlines for different types of Transactions). Records that are not submitted and, if applicable, re-submitted or validated by the Submission Deadline, if any, will not be included in the generation of Reports for that Reporting Period.

The Company has established procedures, pursuant to which one or more third party service providers ("Service Providers") may be authorized to submit Repository Records on behalf of a User (in each case as set out by the User in the Annex I to its User Agreement, or in a separate agreed form of written authorization) or, as agreed with the relevant User working group, may establish a "Trusted Source" for data. The Company may establish authorization and/or authentication procedures in connection therewith. A User may choose whether or not to authorize a particular Service Provider and such authorization shall be specific and may be revoked at User's request by submission of a revised Annex I.

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

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

IV.   REPORTS

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

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

Each User will designate, in a manner to be specified by the Company (and which

designation may be modified by the User from time to time by written notice to the Company), certain regulator(s) or supervisory authorit(ies) ("Designated Regulators") that are to have access to its User Reports. The Company will provide a facility pursuant to which Designated Regulator(s) will have secure electronic access to the User Reports of those Users for which it is a Designated Regulator as well as Aggregate Users Reports.

The Company will not:

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

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

(iii)   without limiting the provisions of these Operating Procedures (including but not limited to Section 7 and 8 of the Important Legal Information section of the Operating Procedures), make available, disclose or give access to User Reports to another User.

(iv)   Make commercial use of the data without the consent of the relevant counterparties, and that such consent will be explicit, optional and revocable on receipt of reasonable prior notice. A standard form notice for counterparties wishing to revoke consent may be found at: http://www.dtcc.com/derivatives-services/global-trade-repository/gtr-europe

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

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

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

V.   ACCESS VIA AN INTRODUCER OR INTERMEDIATE

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

The User will be solely responsible for paying any, and all, fees incurred by their End Clients. An account management or annual membership fee is payable by the User for each End Client they act on behalf of. The management or annual membership fee is graduated depending on the number of End Clients the User acts for. These fees are set out in the Securities Financing Transactions Reporting Service Fee Schedule - Intermediate Service, as may be revised from time-to-time. If there are any variable fees payable in addition to the account management or annual membership fee per End Client these are payable at the rate set out in the Securities Financing Transactions Reporting Service Fee Schedule (as amended from time-to-time). The Trade Repository will issue a single consolidated invoice to the User representing all fees incurred for the entire population of End Clients that the User acts on behalf of. This invoice will be subject to the Trade Repository's standard payment terms.

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

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

VI.   CERTAIN LEGAL MATTERS

Records are not intended to constitute confirmations or other legal documentation and accordingly will not affect the legal status (if any) in any respect of a transaction described (or purported to be described) therein. The Company will not perform matching, post-trade processing or any calculations or determinations with respect to Records (except for the preparation of Reports) nor will it provide any investment advice to Users. The Company does not advise on the suitability or merits of any

Transactions. The Company will not deal in any investments, whether as agent or principal, in relation to Transactions and is solely engaged in the maintenance of Records relating to Transactions between third parties.

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