



Important Notice
The Depository Trust Company

B #:	DDRS30
Date:	28 August 2026
To:	Distribution
Category:	DDRS Important Notice
From:	DTCC Legal Department
Attention:	Distribution
Subject:	DTCC Data Repository (Singapore) Pte. Ltd. ("DDRS"): proposed updates to the Third Party Provider User Agreement

Please note that DDRS is commencing public consultation on plans make to make certain minor editorial and clarificatory changes have been made to the DDRS Third Party Provider User Agreement, primarily as follows:

1. Expanding coverage from "Users" to "Users or Other Identified Parties"

These changes more accurately reflect that non-onboarded parties (Other Identified Parties) also use DDRS services through the Third Party Provider. We have always allowed non-onboarded parties to use Third Party Providers to submit their trade reports to MAS, therefore we have added this clarification to more accurately describe all parties that use this service.

This clarification is included in the Background section , Clause 1 (scope of access), Clause 2 (liability disclaimer), Clause 4 (access to transaction information) and Clause 7 (regulatory cooperation).

2. In Clause 1, we amended "engaged" changed to "engaged, authorized or otherwise arranged"

This drafting more accurately reflects the means through which authority can arise when engaging a Third Party Provider.

3. We added drafting clarifications to Section 2 to explain the Operating Procedures apply as if the Third Party Provider were a User "to the extent relevant to the Provider" and continuing to list the previously listed clauses but framing them as non-exhaustive.

A clean and blackline of the Agreements are attached hereto.

If you have any questions or need further information, please email to ddrsnotices@dtcc.com

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Third Party Provider Agreement
for the DTCC Repository and Reporting Services



This THIRD PARTY PROVIDER AGREEMENT (this “Agreement”) is entered into by and between the undersigned service provider (the “Provider”), on the one hand, and the applicable DTCC entity or entities selected in the Applicable DTCC Entity Selection section below (the “Applicable DTCC Entities”), on the other hand. Capitalized terms used but not defined herein shall have the meaning assigned to such term in the Applicable DTCC Entity’s Operating Procedures or Applicable Publications (as defined in the Operating Procedures) (the “Operating Procedures”). Current versions of the Operating Procedures are available on the Applicable DTCC Entities’ website.

Background

- I. Certain Users of the Applicable DTCC Entities or Other Identified Parties have engaged, authorized or otherwise arranged for the Provider to provide them with services (“Subject Services”).
- II. The Provider now seeks limited access to the systems of the Applicable DTCC Entities (each a “System” and, collectively, the “Systems”) for the purpose of providing Users or Other Identified Parties with the Subject Services.

Applicable DTCC Entity Selection

- | | |
|--|---|
| ☐ DTCC Data Repository (U.S.) LLC (DDR) | ☐ DTCC Data Repository (Ireland) Plc (DDRIE) |
| ☐ DTCC Data Repository (Singapore) Pte Ltd (DDRS) | ☐ DTCC Data Repository (Japan) K.K. (DDRJ) |
| ☐ DTCC Derivatives Repository Plc (DDRL) | |

Terms and Conditions

1. Subject to the provisions of this Agreement, Provider is hereby granted non-exclusive and revocable access to the Systems for the sole purpose of providing Subject Services to Users or Other Identified Parties that have engaged, authorized, or otherwise arranged for the Provider to access the Systems on such Users’ or Other Identified Parties’ behalf. Such access shall include the ability, where made available by the Applicable DTCC Entity, to receive information from the Systems, as described herein, and submit information into the Systems, in each case for and on behalf of Users or Other Identified Parties to the extent authorized or permitted by such Users or Other Identified Parties. Nothing in this Agreement requires an Applicable DTCC Entity to provide any particular manner of access to the Provider. ***For all purposes of this Agreement, and notwithstanding any implication to the contrary that may be contained in other provisions of this Agreement, any authorization or permission from Users or Other Identified Parties for the Provider to access the Systems must, to be effective under this Agreement, meet the contractual requirements specified by the Applicable DTCC Entities, in their sole discretion.***
2. Provider agrees to provide any documents reasonably requested by the Applicable DTCC Entities in connection with account setup, billing or maintenance and to abide, to the extent relevant to the Provider, by the Operating Procedures of the Applicable DTCC Entity and the terms of any applicable Appendix to those Operating Procedures, as if the Provider were a User referred to therein, including but not limited to Sections 3 (Notices), 4 (Provision and Use of the Services, except for the provision on fees and money settlement), 5 (Access to the System and Security), 7 (Compliance with Applicable Laws), 8 (Confidential Information and Use of Data to the extent set forth in paragraph 3 below), 9 (Limitations of Liability and Disclaimer) and 10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Important Legal Information section of the Operating Procedures of each Applicable DTCC Entity and the terms of any applicable Appendix to the Operating Procedures of each Applicable DTCC Entity. In the event of a conflict between the terms of the Operating Procedures and the terms of this Agreement, the terms of this Agreement shall govern. Provider further agrees that no Applicable DTCC Entity shall have any liability to the Provider for claims of Users or Other Identified Parties arising from or related to the Subject Services.

3. The Provider acknowledges it has received from the Applicable DTCC Entities, and in the future may receive, certain technical specifications as revised from time to time, (such material is collectively referred to herein as the “Technical Specifications”) for the Applicable DTCC Entities’ services, setting forth processes, concepts and software applications that are proprietary and owned by the Applicable DTCC Entity, or its parent, The Depository Trust & Clearing Corporation, or affiliates (collectively referred to as “DTCC”) and may be patent pending and may not be disclosed or used except as set forth herein for any other purpose without the express permission of the Applicable DTCC Entity. The Provider is hereby given permission to use such Technical Specifications for the limited purposes of establishing an interface between the System and the Provider’s systems in order to enable the Provider to provide the Subject Services in respect of Users or Other Identified Parties. The Provider also acknowledges receipt of certain other Technical Specifications setting forth means of submitting records to and receiving records from the System. All of this material is also proprietary to the Applicable DTCC Entity and confidential and may not be disclosed or otherwise used by the Provider except for the limited purposes of establishing an interface with the System as contemplated by this Agreement. All such material referred to in this paragraph is current as of the date hereof, but may be revised by the Applicable DTCC Entities, as applicable, from time to time, provided that the Provider receives substantially as much advance notice of revisions as Users or other similarly situated providers receive. Provider agrees it will treat the Technical Specifications as confidential information under Section 8 (Confidential Information and Use of Data) of the Important Legal Information section of the Operating Procedures, as if Provider were a User thereunder. Provider agrees to submit all transactions in a format acceptable to the Applicable DTCC Entities, as communicated to Provider, from time to time, including using the latest updated versions of templates and trade terms definitions in the Operating Procedures as posted on the DTCC website or such successor website.
4. In addition to, and not in limitation of, any other restrictions in this Agreement on the use of records and other information obtained from the Systems, it is acknowledged that, for as long as the Provider maintains an interface with the Systems as contemplated by this Agreement, the Technical Specifications will permit the Provider, with appropriate contractual authorization from the relevant Users, to obtain information from the Systems with respect to User transactions that were not associated with the Provider’s services. The Provider shall only use such information in accordance with the contractual authorization and consent provided by the relevant Users.
5. The Provider, in connection with its use of the Systems, must use commercially reasonable efforts to maintain proper information security safeguards in compliance with requirements that the Applicable DTCC Entity makes available to all similarly situated providers from time to time.
6. During the term of this Agreement and for a period of one hundred and eighty (180) days following the termination of this Agreement, no more than twice in any calendar year, the Applicable DTCC Entities may, during normal business hours at their own expense and upon at least ten (10) days prior written notice, inspect and conduct audits at the Provider’s facilities of all records reasonably related to validating the Provider’s compliance with the terms of this Agreement. Upon the election of Provider, such shall be conducted by an independent third party at Provider’s expense, to be selected by the Applicable DTCC Entities and approved by the Provider, such approval not to be unreasonably withheld. The Applicable DTCC Entities shall require that the third party auditor not disclose to any third party any information that is not necessary to ascertain Provider’s compliance with this Agreement.
7. Provider will support all regulatory commitments by Users or Other Identified Parties and regulatory requirements applicable to one or more Applicable DTCC Entities that affect an Applicable DTCC Entity’s ability to meet industry regulatory commitments and regulatory requirements within the timeframes set by such commitments or requirements, or, if it cannot comply, Provider will notify the Applicable DTCC Entity no later than it notifies its customers or regulators that it will not meet such commitments or requirements. Each Applicable DTCC Entity agrees to take all reasonable steps to assist with Provider’s compliance. Provider will allow examiners and other authorized representatives of regulatory agencies that have appropriate jurisdiction reasonable access to the books and records of Provider with respect to the transactions of Users or Other Identified Parties who have engaged, authorized or otherwise arranged for Provider’s use of the Systems on their behalf and will cooperate with such agencies to the extent reasonably necessary to enable the Applicable DTCC Entity to comply with its obligations under law with regard to such requests for access.
8. Either party may terminate this Agreement upon notice to the other party in the manner described below. Provider may terminate this Agreement by the completion and delivery of a termination notification form,

which will be provided by the Applicable DTCC Entities upon request. The Applicable DTCC Entities may terminate this Agreement by communicating such intent to the Provider by any means then utilized by the Applicable DTCC Entities for communicating with its Users. Any termination notification delivered by Provider to the Applicable DTCC Entities shall be effective upon the processing of the termination in the Applicable DTCC Entities' system, which shall not be unreasonably delayed. Any termination notification delivered by any Applicable DTCC Entity to the Provider shall be effective upon the date of transmission. Upon termination of this Agreement by any party, all associated licenses and rights conferred hereby are deemed terminated and the Provider shall return to the Applicable DTCC Entities all Technical Specifications and information received from the Systems or, at the Applicable DTCC Entity's option, certify destruction of the same. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect as explicitly set forth in such provision.

9. In the event of a material breach by Provider of the terms of this Agreement, Provider shall reimburse the Applicable DTCC Entities for all costs incurred directly as a result of the breach, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
10. Provider shall pay charges and fees in connection with any access or interface to the Systems and abide by any terms relating thereto, as such Applicable DTCC Entity may decide from time to time in its sole discretion, including any charges, fees or terms applicable to Third Party Service Providers or Third Party Submitters set forth in a Fee Schedule issued pursuant to the Operating Procedures; provided that such charges and fees shall be the same as those charged to similarly situated providers, as evidenced by a standard schedule of charges available to all such similarly situated providers.
11. This Agreement is the sole Agreement among the parties with respect to the matters contemplated herein, and supersedes and replaces any prior agreement, whether written or oral, that the parties may have had with respect thereto. This Agreement shall operate to constitute a separate agreement between the Provider, on the one hand, and each Applicable DTCC Entity, on the other hand. Nothing in this Agreement creates any promise by an Applicable DTCC Entity to be responsible for the performance of any obligation owed by another Applicable DTCC Entity.
12. Unless otherwise definitively prescribed in Section 10 of the Applicable DTCC Entities' Operating Procedures, this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regards to the principles of conflicts of law. Each Party hereby submits to the exclusive jurisdiction and venue of the courts in the State of New York for purposes of any litigation related to the Agreement.

[Signatures Begin on Next Page]

Third Party Provider Agreement
for the DTCC Repository and Reporting Services
Signature Page

DTCC

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

	Legal Name of Provider
Address:	LEI: <u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	Signature: _____
<u>Click or tap here to enter text.</u>	Print Name: <u>Click or tap here to enter text.</u>
<u>Click or tap here to enter text.</u>	Title: <u>Click or tap here to enter text.</u>
	Date: <u>Click or tap to enter a date.</u>

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

DTCC Data Repository (Singapore) Pte Ltd (DDRS)

Signature: _____

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Signature: _____

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

DTCC Derivatives Repository Plc (DDRL)

DTCC Data Repository (Japan) K.K. (DDRJ)

Signature: _____

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

Signature: _____

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

DTCC Data Repository (Ireland) Plc (DDRIE)

Signature: _____

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Third Party Provider Agreement
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Background

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2. ~~Provider agrees to provide any documents reasonably requested by the Applicable DTCC Entities in connection with account setup, billing or maintenance and to abide, to the extent relevant to the Provider, by the Operating Procedures of the Applicable DTCC Entity and the terms of any applicable Appendix to those Operating Procedures, as if the Provider were a User referred to therein, including but not limited to Provider agrees to provide any documents reasonably requested by the Applicable DTCC Entities in connection with account setup, billing or maintenance and to abide by Sections 3 (Notices), 4 (Provision and Use of the Services, except for the provision on fees and money settlement), 5 (Access to the System and Security), 7 (Compliance with Applicable Laws), 8 (Confidential Information and Use of Data to the extent set forth in paragraph 3 below), 9 (Limitations of Liability and Disclaimer) and 10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) of the Important Legal Information section of the Operating Procedures of each Applicable DTCC Entity and the terms of any applicable Appendix to the Operating Procedures of each Applicable DTCC Entity as if the Provider were a User referred to therein.~~ In the event of a conflict between the terms of the Operating Procedures and the terms of this Agreement, the terms of this Agreement shall govern. Provider further agrees that no Applicable DTCC Entity shall have any liability to the Provider for claims of Users or Other Identified Parties arising from or related to the Subject Services.

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5. The Provider, in connection with its use of the Systems, must use commercially reasonable efforts to maintain proper information security safeguards in compliance with requirements that the Applicable DTCC Entity makes available to all similarly situated providers from time to time.
6. During the term of this Agreement and for a period of one hundred and eighty (180) days following the termination of this Agreement, no more than twice in any calendar year, the Applicable DTCC Entities may, during normal business hours at their own expense and upon at least ten (10) days prior written notice, inspect and conduct audits at the Provider’s facilities of all records reasonably related to validating the Provider’s compliance with the terms of this Agreement. Upon the election of Provider, such shall be conducted by an independent third party at Provider’s expense, to be selected by the Applicable DTCC Entities and approved by the Provider, such approval not to be unreasonably withheld. The Applicable DTCC Entities shall require that the third party auditor not disclose to any third party any information that is not necessary to ascertain Provider’s compliance with this Agreement.
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8. Either party may terminate this Agreement upon notice to the other party in the manner described below. Provider may terminate this Agreement by the completion and delivery of a termination notification form, which will be provided by the Applicable DTCC Entities upon request. The Applicable DTCC Entities may terminate this Agreement by communicating such intent to the Provider by any means then utilized by the Applicable DTCC Entities for communicating with its Users. Any termination notification delivered by Provider to the Applicable DTCC Entities shall be effective upon the processing of the termination in the Applicable DTCC Entities' system, which shall not be unreasonably delayed. Any termination notification delivered by any Applicable DTCC Entity to the Provider shall be effective upon the date of transmission. Upon termination of this Agreement by any party, all associated licenses and rights conferred hereby are deemed terminated and the Provider shall return to the Applicable DTCC Entities all Technical Specifications and information received from the Systems or, at the Applicable DTCC Entity's option, certify destruction of the same. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect as explicitly set forth in such provision.
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- ~~10.~~
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DTCC Data Repository (U.S.) LLC (DDR)

DTCC Data Repository (Singapore) Pte Ltd (DDRS)

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DTCC Data Repository (Japan) K.K. (DDRJ)

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