

This TIW SERVICES USER AGREEMENT (this “User Agreement”), effective as of the Effective Date set forth on the signature page below (the “Effective Date”), is entered into by and between the undersigned user entity below (“User”), DTCC Deriv/SERV LLC, a New York limited liability company (“Deriv/SERV”) and DTCC Derivatives Repository Plc, a company organized under the laws of England and Wales (“DDRL” and, together with Deriv/SERV, the “TIW Operators”). The purpose of this User Agreement is to establish the terms and conditions pursuant to which Deriv/SERV and DDRL will provide to User, and User will receive and use, the Trade Information Warehouse services (“TIW Services”).

### **Terms and Conditions**

By signing this User Agreement, effective as of the Effective Date, each of User, Deriv/SERV and DDRL agree as follows:

1. (a) User and Deriv/SERV each agree to be bound by and comply with the terms set forth in the DTCC Deriv/SERV Operating Procedures, as amended, supplemented or modified from time to time (the “Deriv/SERV Operating Procedures”), with respect to the TIW Services provided by Deriv/SERV; and (b) User and DDRL each agree to be bound by and comply with the terms set forth in the DTCC Derivatives Repository PLC Operating Procedures, as amended, supplemented or modified from time to time with respect to the TIW Services provided by DDRL (the “DDRL Operating Procedures”). As used herein, “the Applicable Operating Procedures,” shall refer to the Deriv/SERV Operating Procedures and/or the DDRL Operating Procedures, as applicable. The Applicable Operating Procedures are publicly available at [www.dtcc.com](http://www.dtcc.com) or such other website which TIW Operators may notify User of from time to time and will be deemed to be incorporated in this User Agreement as if fully set forth herein. For the avoidance of doubt, Deriv/SERV will have no obligations to User under the DDRL Operating Procedures and DDRL will have no obligations to User under the Deriv/SERV Operating Procedures.
2. Except in the case where this User Agreement is superseding a prior agreement for the TIW Services, concurrently with the execution of this User Agreement, User will provide to the TIW Operators a completed Annex I (the “Annex I”) which, as amended from time to time, will form part of this User Agreement. Unless otherwise instructed in writing, the TIW Operators will treat each entity/fund listed in the Annex I (each, an “Annex I Entity”), as may be amended from time to time, as a member of User’s Family, as defined by Applicable Operating Procedures. User represents, warrants and covenants that it has the requisite right and authority to either bind or act on behalf of each Annex I Entity with respect to the matters covered by this User Agreement. User shall fully indemnify the TIW Operators for any losses sustained as a result of User’s breach of the representations, warranties and covenants set forth in the foregoing sentence.
3. Unless otherwise specified in the Applicable Operating Procedures:
  - (a) this User Agreement is governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of laws principles thereof; and
  - (b) each of User, Deriv/SERV and DDRL irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or any court of the State of New York located in the County of New York in any action or proceeding arising from or relating to this User Agreement or any of the transactions contemplated hereby.
4. This User Agreement:
  - (a) and the Applicable Operating Procedures supersede all prior discussions and agreements between the parties hereto and contain the sole and entire contract between such parties with respect to the subject matter hereof;
  - (b) may be executed in counterparts, each of which when executed and delivered will be deemed an original, but all of which will constitute one and the same instrument; and
  - (c) may be accepted and signed in electronic form (i.e., by an electronic or digital signature, including via an electronic signature service provider) and the parties hereto acknowledge and agree neither will contest their validity or enforceability or the validity or enforceability of any signed facsimile copy thereof, including under any applicable statute of frauds, on the basis that they lack an original handwritten signature.



## TIW SERVICES USER AGREEMENT

### *Signature Page*

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

#### **“User”**

**Legal Name of User:** \_\_\_\_\_

LEI: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

#### **“TIW Operators”**

DTCC Deriv/SERV LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DTCC DERIVATIVES REPOSITORY PLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_