

Third Party Provider Agreement
for the Trade Information Warehouse (TIW)



This Third-Party Provider Agreement (this "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 service provider (the "Provider"), on the one hand, and 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") on the other hand.

Background

- I. Certain Users of the TIW seek to authorize the TIW Operators to grant Provider limited access to the TIW systems (each a "System" and, collectively, the "Systems") for use in connection with certain portfolio system optimization services ("Subject Services") such Users have engaged Provider to provide.
- II. This Agreement sets forth the terms and conditions upon which the TIW Operators will grant and Provider will utilize such access.

Terms and Conditions

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

1. (a) with respect to the TIW services provided by Deriv/SERV, Provider 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"), as if Provider were a User thereunder; and (b) with respect to the TIW services provided by DDRL, Provider 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 if Provider were a User thereunder. 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 or such other website which TIW Operators may notify Provider of from time to time and will be deemed to be incorporated in this Agreement as if fully set forth herein. For the avoidance of doubt, without derogating from the TIW Operators obligations set forth herein, Deriv/SERV will have no obligations to Provider under the DDRL Operating Procedures and DDRL will have no obligations to Provider under the Deriv/SERV Operating Procedures. In the event of a conflict between this Agreement and the Applicable Operating Procedures, this Agreement will prevail.
2. Notwithstanding anything in the Applicable Operating Procedures, the following will apply:
 - a. Subject to the provisions of this Agreement, TIW Operators hereby grant the Provider non-exclusive, limited, and revocable access to the Systems, for the sole purpose of providing Subject Services to Users who have authorized the Provider to access, and submit and receive information through, the Systems on such Users' behalf pursuant to a System Authorization in the form attached hereto as Exhibit A. The Provider acknowledges and agrees that its access to the Systems on behalf of a User is contingent on such User maintaining its System Authorization and that the TIW Operators may immediately revoke such access upon the withdrawal of such System Authorization or as otherwise instructed by the User;
 - b. The Provider, in connection with its access and use of the Systems, will maintain and adhere to information and cyber security policies, procedures, and practices that are reasonably designed and consistent with then current financial-sector industry standards;

- c. At all times during the term of the Agreement and for three years thereafter, the Provider will maintain in accordance with standard accounting practices, complete and accurate books and records with respect to the Provider's access to, and use of, the TIW services, if applicable to the calculation of any fees owed by the Provider to the TIW Operators hereunder (collectively "Books");
- d. Upon reasonable prior written notice to the Provider, the TIW Operators will have the right, during the term of the Agreement and for a period of three years thereafter, to perform or to engage an independent auditor to perform on its behalf an inspection and review of all Books and to receive from an employee of the Provider, a demonstration of all systems through which Provider uses and/or distributes the TIW Services, in each case to confirm that usage and/or fees have been accurately determined and the Provider's use of the TIW services is and has been in compliance with the terms of the Agreement and any applicable System Authorization. Any audit conducted pursuant to this Section (d) will be conducted during normal business hours and in accordance with the Provider's reasonable security requirements; provided that such requirements are not applied in such a way so as to frustrate the purpose of this Section (d). The costs of such audit will be borne by TIW Operators; provided that the Provider will reimburse TIW Operators for such costs and will pay TIW Operators any unpaid or underpaid fees in the case where an audit reveals either: (a) a material breach of the Agreement or the System Authorization; or (b) that fees have been underpaid by more than five percent;
- e. This Agreement shall remain in effect for as long as any System Authorization remains in effect, unless otherwise terminated in accordance with Section 3 of the Applicable Operating procedures;
- f. The Provider will, in no circumstances, use the Systems for any purposes other than for providing the Subject Services to Users;
- g. The Provider will, on a monthly basis, perform a reconciliation between the Provider's records of System Authorization forms and the Provider's access to the Systems to ensure that the Provider is receiving Systems access only for those subject users with then current System Authorization records on file, and, if applicable, will notify TIW Operators within a two week period of any reconciliation outcome that is not current;
- h. The Provider shall pay such charges and fees in connection with the Provider access to the Systems as the TIW Operators may decide from time to time and notify to Provider;
- i. 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;
- j. This 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;
- k. Each party 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 Agreement or any of the transactions contemplated hereby; and
- l. This Agreement 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 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.
- m. Capitalized terms used but not defined herein have the meanings ascribed to them, as applicable, in the Applicable Operating Procedures,

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Signature Page

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

Legal Name of Provider: _____

LEI: _____

Signature: _____

Address:

Print Name: _____

Title: _____

Effective
Date: _____

DTCC Deriv/SERV LLC (Deriv/SERV)

DTCC Derivatives Repository Plc (DDRL)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____
