

# Cappitech Terms and Conditions

(Incorporating Master Agreement)

**Between:**

- (1) The S&P entity on the signature page of the Booking Form ("**S&P**"); and
- (2) The customer entity on the signature page of the Booking Form ("**Customer**").

**IT IS HEREBY AGREED:**

These Cappitech Terms and Conditions ("**Cappitech Terms**"), including the (i) Booking Form entered by the parties (the "**Booking Form**"); and (ii) the Master Agreement (or equivalent agreement) referenced in the Booking Form ("**Master Agreement**") confirm the terms and conditions under which S&P will provide certain Services (as set out in the Booking Form) to Customer, (together, the "**Agreement**").

**1. DEFINITIONS.**

Whenever used in this Agreement, the following capitalized terms shall have the respective meanings referenced below:

"**Authoritative Registrar**" means a trade repository, approved reporting mechanism, or designated reporting corporation, as solely selected by S&P (or as otherwise agreed in the applicable Booking Form).

"**Customer Data**" means all data (including but not limited to Customer's data, Reporting Entities' data and Customer client data) received by S&P from Customer and as provided by Customer, through the Services and/or Customer's third-party source systems.

"**Documentation**" means any instructions, manuals or documents made available by S&P to equivalent customers of the Services regarding the operation, maintenance, support and use of the Services, as may be updated from time to time by S&P.

"**Services**" means such services received by Customer from S&P pursuant hereto, as expressly listed on the Booking Form.

**2. TERM.**

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the Term set out in the Booking Form.

**3. ACCESS TO SERVICES.**

3.1. S&P hereby grants access to the Services selected in the Booking Form to Customer.

3.2. Customer shall be entitled to use Services referenced hereunder only for its Internal Use. "**Internal Use**" means use of the Services in relation to Customer's internal operations and prohibiting Customer from:

3.2.1. using all or any part of such Services to provide any service or product to any third party (including any of its Affiliates) (except where delegated reporting services are selected in the Booking Form and for purposes of Customer reporting on behalf of Reporting Entities listed in the Exhibit B of the Booking Form);

3.2.2. Giving or allowing access to, or to otherwise disseminating, all or any part of such Services in any manner whatsoever to any third party (including any of its Affiliates); and

3.2.3. copying, translating, converting, decompiling, altering, enhancing, disassembling, reverse engineering, modifying, changing, or creating derivative works from all or any part of the Services or the data provided hereunder (including but not limited to the development, creation of pricing of any index) and using Services and any derivatives thereof in any software or systems, including artificial intelligence models and systems, that: (a) exposes the same to third parties; or (b) has the ability to produce copies of the same, without having access to the underlying data or information forming part of the Services.

**4. FEES.**

Customer agrees to pay S&P the fees indicated in the Booking Form ("**Fees**").

**5. S&P'S RESPONSIBILITIES.**

5.1. S&P will use commercially reasonable efforts to set up, maintain and support the Services in accordance with Good Industry

Practice. "**Good Industry Practice**" means, in relation to any particular circumstances, the degree of skill, diligence, prudence, and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the same or similar circumstances and conducted in accordance with applicable laws and regulations.

5.2. S&P shall be entitled without further enquiry to execute or otherwise act upon any instructions or information or purported instructions or information received by or in connection with the Services notwithstanding that it may afterwards be discovered that any such instruction or information was not genuine or not correct or not sent with authority.

**6. CUSTOMER RESPONSIBILITIES.**

6.1. Customer will and shall procure that any permitted persons, permitted Affiliates, or permitted Customer clients accessing the Services for or on behalf of Customer hereunder ("**Designated Users**") co-operate with S&P in all matters relating to the Services to be delivered hereunder and comply with the terms and conditions herein. Customer shall appoint a manager who will act as primary contact person and ensure its contact details are up to date on regular basis. Customer will maintain Customer Data and business rules as reasonably required by S&P and provide or make available Customer Data and such other information or data to S&P as reasonably required and requested by S&P, in each case in connection with the Services and as further described in the Documentation.

6.2. Customer shall be responsible for and assume financial liability for (i) any Designated User's acts, omissions, noncompliance, or breach of the terms, conditions, obligations and restrictions set out in this Agreement as applicable to Customer; and (ii) any unauthorized access or use of the Services, subject to the same limitations on liability that would have otherwise applied hereunder if Customer, and not the Designated User or unauthorized user had engaged in such conduct. Customer shall upon notice from S&P, cause any Designated User to discontinue any unauthorized access or use of the Services.

6.3. Customer shall be responsible for monitoring the Services to detect any data or reports that were not accepted by the Authoritative Registrar or S&P and uploading any new Customer Data as required to meet its reporting obligations. It is Customer's sole and absolute responsibility to review all submissions made and to promptly notify S&P and the applicable Authoritative Registrar of any error or discrepancy in the information contained in any such filing.

**7. CUSTOMER DATA.**

7.1. As between S&P and Customer, Customer shall own all rights, title and interest in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, completeness, accuracy, timeliness and quality of the Customer Data. Customer represents and covenants that Customer has obtained and will maintain during the Term, all of the necessary consents, approvals and licenses for it and for S&P to access, use, possess, store, modify, process and transfer the Customer Data (including, where applicable, any personal data) in connection with the Services. Customer hereby grants to S&P a royalty-free, non-exclusive, worldwide, transferrable, fully-paid up, irrevocable license to: i) access, use, possess, store and modify the Customer Data in connection with the Services; and ii) use, on an anonymous, aggregated basis and in a manner in which the identity of any Customer or any individual is not discernible, any Customer Data provided by Customer to S&P for the purposes of benchmarking, testing and improving the Services and the creation of derivative services. As part of the Services, S&P may in the course of providing the Services and pursuant always to the terms hereunder, make certain Customer Data (which may for the avoidance of doubt include Confidential Information) available to third parties (including but not limited to subcontractors and Authoritative Registrars) in order to provide the Services.

7.2. Customer acknowledges that the completeness, accuracy and timeliness of any information and data (including Customer Data) provided to S&P hereunder is critical to S&P's provision of the Services and that S&P shall not be responsible for any delay or incompleteness in the performance of its obligations or the Services to the extent due to, or in connection with, any act or omission of Customer.

7.3. The Customer will indemnify, defend and hold harmless S&P, its Affiliates and applicable Authoritative Registrars, and each of their respective directors, officers, agents, employees, successors and assigns ("**S&P Indemnitees**") from and against any and all losses, liabilities, damages, costs (including reasonable attorney's fees) and expenses arising as a result of any claims suits or proceedings brought by any third party against any S&P Indemnitees arising from any claim that S&P's access, use, possession, storage or modification of Customer Data and any other material, data, methodologies, software, information and/or equipment provided by Customer to S&P in connection with this Agreement (i) is inaccurate, incorrect, delayed, incomplete; and/or (ii) infringes or misappropriates any patent, trade secret, copyright or other proprietary right of a third party. This indemnity shall not be subject to any limitation of liability.

7.4. S&P shall take reasonable precautions to preserve the integrity of any Customer Data or other data which it processes and to prevent any corruption or damage of such data in accordance with the terms of this Agreement. In the event of any corruption or damage to Customer Data, Customer's sole and exclusive remedy shall be for S&P to use commercially reasonable efforts to restore the corrupted or damaged Customer Data from the latest back-up of such Customer Data maintained by S&P in accordance with S&P's archiving procedures. S&P shall not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by any third party that is not a subcontractor of S&P.

7.5. Notwithstanding anything to the contrary in the Master Agreement, except as a result of fraud or fraudulent misrepresentation, S&P's entire liability to Customer (including any liability for acts and omissions of S&P's Affiliates or employees) for all claims under this Agreement arising from a breach of confidentiality shall be limited, in the aggregate, to financial compensation not to exceed an amount equal to the fees actually paid to S&P or its Affiliates in respect of the Booking Form to which the liability relates in the six (6) months immediately preceding such claim.

7.6. Three months following the termination or expiration of the Agreement for any reason, S&P may permanently delete all Customer's Data from S&P's systems and databases. Customer must download the data prior to such termination or expiration in order to ensure continued access to the Customer's Data.

7.7. In case of termination or expiration of the Agreement for any reason, at the written request of the Customer submitted no later than 30 days following the termination or expiration of the Agreement, S&P may assist and co-operate with the Customer and the prospective Authoritative Registrar in porting of the Customer's Data to the Authoritative Registrar (in accordance with the Agreement, and with the Customer's and the Authoritative Registrar's reasonable direction), provided that: (i) Customer shall pay to S&P all the porting fees. Such fees shall be invoiced by S&P and paid by Customer in advance. Invoices are payable within 10 days of the date thereof; (ii) under no circumstances may any of the aforementioned actions compel or mandate S&P to share its Confidential Information or any aspects of its Services with any third party (including S&P's competitors).

**8. PERSONAL DATA.** To the extent S&P is required to handle any personal data, it will do so in accordance with S&P's Privacy Policy, which can be found at <https://ihsmarkit.com/legal/privacy-policy.html>. In order to provide the Services, S&P may: (i) use, collect, store, disclose and

process the personal data (including within third party providers' infrastructure); and (ii) transfer the personal data inside of, and outside of, the United Kingdom and/or the European Economic Area. Customer represents and warrants that, prior to providing S&P any personal data, it has informed, and if required obtained consent from Designated Users and any other individuals for the processing, use, and transfer of their personal data as contemplated under this Agreement. If applicable, the S&P Policy for the Processing of Data Governed by the GDPR and/or the S&P Policy for the Processing of Data Governed by the CCPA, located at <https://ihsmarkit.com/Legal/privacy.html>, constitutes part of this Agreement. For the avoidance of doubt, S&P may transfer Customer Data (including, where applicable, personal data) to Authoritative Registrars as required for the provision of the Services.

## **9. RESTRICTIONS ON USE OF SERVICES.**

9.1. Customer must not and must procure that no Designated Users, except as expressly provided in the Agreement:

9.1.1. use the Services to (i) perform services as a service bureau, service provider, consultant or other similar capacity, or to provide services that compete with the Services, or (ii) create a functional substitute for the Services.

9.1.2. sell, lease, transfer, assign, license, sublicense or in any way make the Services, S&P's Confidential Information or the Documentation available to any third party, including any member of Customer's affiliates, without the prior written consent of S&P or as validly licensed under the Agreement;

9.1.3. decompile, disassemble, re-program, analyze or reverse engineer or otherwise attempt to derive or modify the Services in whole or in part;

9.1.4. write or develop any software program based upon the Services, Documentation, or related information that would be considered derivative works of the Services;

9.1.5. provide, copy, transmit, disclose, divulge, or make the following available to, or permit use of the following by, any third party without S&P's prior written consent: the Services, Documentation, or any of S&P's Confidential Information;

9.1.6. disable, remove, alter or circumvent any access controls or related devices, processes or procedures established by S&P in relation to the Services, including without limitation any license keys; or

9.1.7. disclose to any third party any benchmark or other performance tests runs on the Services or any comparisons of the Services to other products.

## **10. DELEGATED REPORTING.**

10.1. Where delegated reporting services are selected in the Booking Form, the following shall apply:

10.1.1. The definition of Internal Use shall additionally include use by Customer of the selected Services for the purposes of providing delegated reporting on behalf of Customer's Delegates. For the purposes of this Agreement, "**Delegates**" means certain third-party entities on behalf of which Customer performs financial transactions or similar (e.g. trading or clearing) which necessitate reporting, but shall not include any third party entities for which Customer is only acting as a service bureau or similar type arrangement in respect of the Services;

10.1.2. the maximum number of Delegates shall be as set out in the Booking Form, or if not specified in the Booking Form, the maximum of Delegates will be ten (10); and

10.1.3. Customer must notify S&P in writing in advance (email to be sufficient) of the identity of each Delegate; and

10.1.4. Customer will defend, indemnify and hold S&P harmless against any claim, loss, liability or expense (including attorneys' fees and court costs) arising out of or based upon any claim, suit or proceeding brought or made by any of the Delegates against S&P.

10.1.5. Customer shall be responsible to obtain and maintaining all necessary licenses and consents required to use and/or access the Authoritative Registrar, including payment of any fees charged by Authoritative Registrar. Customer shall be obliged to register and establish an account for delegated and direct reporting with Authoritative Registrar. S&P shall be entitled to charge Customer per-trade fees for

Customer's delegated reporting not registered directly with the Authoritative Registrar in accordance with the clause above, and as a result charged back to S&P by Authoritative Registrar. For the purposes of this clause, "trade" means UTI (Unique Trade Identifier) or Open Position and any other instrument counted by the Authoritative Registrar for the purpose of billing S&P.

#### **11. TERMINATION.**

Notwithstanding the termination rights set out in the applicable Master Agreement, S&P may terminate this Agreement and the Services in whole or in part upon providing one hundred eighty (180) days' notice to Customer, refunding to Customer a prorated amount of any prepaid Fees that correspond to the Services being terminated for the period after such termination, in the event S&P discontinues the Services for all similarly situated customers.

#### **12. EXCLUSIONS.**

12.1. Except for the warranties contained within the Agreement, S&P (i) makes no representation or warranty as to the Services, including as to merchantability, fitness for a purpose, continuity, accuracy, completeness or timeliness; and (ii) shall have no liability, duty or obligation for or relating to the Services or the data contained therein (including but not limited to regulatory fines), or for any errors, inaccuracies, omissions or delays in the Services, the data contained therein, any other content provided, or in the Customer Data or delivery or distribution thereof, or for any actions taken in reliance thereon.

12.2. S&P has no responsibility or liability for any data processing performed or other acts or omissions carried out by any third parties (including but not limited to Authoritative Registrars and third-party providers), and any claims in respect of such processing, acts, or omissions must be directed to the appropriate third party. Customer shall be responsible for obtaining and maintaining all necessary licenses and consents required to use and/or access any third-party source systems in connection with the Services, including payment of any fees charged by such third parties. S&P does not owe Customer any duty to monitor or enforce compliance by any other person, entity or Authoritative Registrar with any provision, regulation or law with relates to its use of the Services.

12.3. The Services do not constitute legal, financial or regulatory advice, and the Services are not intended to replace any such professional advice nor are the Services intended to confirm or approve, and the Services do not constitute confirmation or approval, of compliance by Customer with any laws, regulations, derivatives, acts, bills and the like. S&P and its employees do not provide legal advice. Customer must always consult with and use the Services in accordance with advice provided by its legal and regulatory advisors. The Services do not provide any official verification, clearance or other position or certification with respect to the content of any field of the forms used for the applicable reporting, the accuracy or truthfulness thereof or the acceptance thereof by any Authoritative Registrar. Formal acceptance or rejection of any reports or submissions shall be provided only by the applicable Authoritative Registrar, which reports shall be available to the Customer, and S&P does not warrant that any submission of information through the Services will be accepted by the applicable Authoritative Registrar. S&P shall have no liability whatsoever relating to: (i) any investment decisions made based on any data, analysis or result generated by the Services; or (ii) any action, claims, suit, proceeding or loss that arose in connection with a breach of the terms of this Agreement by Customer.

12.4. S&P is not obliged to fix defects which arise from: (i) any modifications to the Services made by the Customer or any person acting on behalf of Customer, (ii) the unauthorized use of the Services by Customer; or (iii) any problem with the delivery and/or performance of the Services caused by third party software and systems including but not limited to execution/trading platforms, telecommunications/ internet lines,

back-office applications. In the event of a problem caused by third party software and systems, including but not limited to an Authoritative Registrar, which impacts the performance of the Services, S&P will use reasonable endeavors to notify such third party of the issue and reasonably cooperate to assist with the resolution of the issue. S&P will advise Customer of the action taken to notify such third party or parties and, where the cause of the issue is not S&P, will advise Customer who, in its reasonable opinion, is the appropriate owner of the issue.

**13. PROFESSIONAL SERVICES AND CHANGE REQUESTS.** From time to time, the parties may agree to customizations to the Services (e.g. additional interfaces). Such professional services shall be provided on a time and materials basis, as mutually agreed and set out in a Statement of Work, and will reflect a Change Request. "Change Request" means any alteration to the agreed scope of the Services. Customer or S&P may raise a Change Request. For the avoidance of doubt the following items will be Change Requests:

- 13.1. Additional documentation required by Customer;
- 13.2. Additional requirements due to a deficient operating environment for the Services managed by Customer;
- 13.3. Changes to the functionality of the Services;
- 13.4. Additions, removal or changes to the data sources, data mapping or connectivity between Customer and the Services;
- 13.5. Changes to the scope of product types and interfaces;
- 13.6. Additions, removals or changes to reporting requirements in respect of the existing jurisdictions, trade repository, or regulatory jurisdictions;
- 13.7. Changes to the regulatory jurisdictions; and
- 13.8. Changes to the trade repositories or Authorized Registrars.

All Change Requests must be set out in a Statement of Work, setting out in reasonable detail: (i) a description of the type and scope of the Change Request; (ii) the date or period during which such Change Request shall be created and/or provided; (iii) the Fees due for such Change Request; and (iv) such other terms and conditions as the parties may include. Unless otherwise agreed, Change Request work shall be performed on a time and materials basis and all work product conceived, developed or provided by S&P to Customer in connection with the Change Request shall be exclusively S&P's property and shall be licensed hereunder subject to the same restrictions and limitations as the Services.

#### **14. NOTICES.**

Customer must send all notices to the following address at S&P or as may be notified by S&P from time to time: Attention: S&P Legal Department. Address: 4th Floor Ropemaker Place, Ropemaker Street, London EC2Y 9LY, UK. Customer's address for Notices shall be as specified in the Booking Form.

#### **15. MISCELLANEOUS.**

15.1. S&P may update these Cappitech Terms, including by way of example the descriptions of Services and any applicable Schedules, from time to time by uploading amended Cappitech Terms to the relevant website and notifying Customer no less than thirty (30) days prior to any material amendment taking effect, provided that no such amendment shall have the effect of being materially more onerous or less beneficial to Customer unless mutually agreed in writing between the parties. If any material change resulting in materially less beneficial terms to Customer is unacceptable to Customer, Customer may terminate the applicable Services that are subject to the foregoing change by providing S&P with written notice of such termination within 15 days of Customer's receipt of notice, such termination to be effective 60 days from S&P's receipt of such notice of termination.

15.2. Any inconsistencies between the documents comprising this Agreement shall be resolved in the following order of priority:

- 15.2.1. the Booking Form;
- 15.2.2. these Cappitech Terms;
- 15.2.3. the Master Agreement.

\* \* \*

## Exhibit A –Cappitech Services

Where any of the following Services are selected in the Booking Form, this Exhibit shall form part of the Agreement:

1. **Service descriptions.** The Service descriptions below shall apply to this Agreement where that Service is selected in the Booking Form.

Service selected in Booking Form	Service Description
SFTR Reporting	SFTR Reporting
SFTR Pairing & Matching (via Pirum)	Pre trade validation of UTIs and product enrichment services
SFTR Data Warehouse and Reconciliation	<p>Collation module for industry data sources to create standardized golden copy of trading and collateral activity including referential data enrichment, static data management, UTI lifecycle and exception management.</p> <ul style="list-style-type: none"> <li>• Advanced Validation Rules Engine – File, Schema, record, logic validation integrating ESMA validation rules</li> <li>• Static data setup and maintenance screens - a GUI to maintain static data tables and user management</li> <li>• Advanced Data Enrichment (referential and Static)</li> <li>• Connected to the GLEIF to support LEI validation</li> <li>• Exception Management Workflow Reporting</li> <li>• Fully transparent pre-reporting reconciliation tool with industry leading reconciliation,</li> <li>• UTI generation</li> <li>• Web platform, Secure File Transfer and/or Application Programming Interface (API) as required and agreed with Customer</li> </ul>
SFTR Data Reporting and Trade Repository Connectivity	<p>Event validation and production of ready to report data. Two-way transaction reporting connectivity to automatically deliver in scope transactions to client's chosen Trade Repository or ARM (MiFID II).</p> <ul style="list-style-type: none"> <li>• Delta based reporting – automatically calculate and report only those trades that have changed since most recent submission (MODI event only)</li> <li>• Intraday Transaction Reporting</li> <li>• Collateral reporting</li> <li>• Valuation Reporting</li> <li>• Reconciliation between the Services and the Trade Repository acknowledgment (ACK/NACK)</li> <li>• Integration by the Services of the Trade Repository daily reports.</li> </ul>
SFTR MIS (Insights)	<p>Fully integrated into the S&amp;P SFTR portal, SFTR Insights is a leading-edge Analytics Warehouse combined with a cloud-based Business Intelligence platform that enables customers to easily visualize and access all of their SFTR related data.</p> <p><b>Core:</b></p> <ul style="list-style-type: none"> <li>• Visualize All SFTR data via prebuild dashboard (submission, reconciliation, reporting) since go-live</li> <li>• Access to record level details</li> <li>• Download 1,000,000+ records</li> <li>• Integrated within SFTR portal</li> <li>• Reconciliation and reporting comparison to benchmark summary</li> <li>• Designated Users: maximum 10</li> </ul> <p><b>Bespoke (incl. Core)</b></p> <ul style="list-style-type: none"> <li>• Access to advanced and custom analytics (submission, reconciliation, reporting, benchmark)</li> <li>• Ability to share and automate reports</li> <li>• Designated Users: maximum 10</li> <li>• Includes up to a maximum of five (5) days of non-transferrable professional services per year of the Term to create the bespoke report.</li> </ul> <p><b>Studio (incl. Bespoke)</b></p> <ul style="list-style-type: none"> <li>• Self-service analytics editing</li> <li>• Direct access to raw data via Quicksight</li> <li>• Designated Users: maximum 25</li> </ul> <p><b>Enterprise (incl. Studio)</b></p> <ul style="list-style-type: none"> <li>• Ability to access to raw data via Snowflake</li> </ul> <p>Designated Users: maximum 25</p>



SFTR Client Access	Web Platform Access for Beneficial Owner Clients
SFTR UTI Connect	Supports the UTI and allocation exchange for Non-Member Organizations (NMO) that are not a client of S&P SFTR Solution but are a counterparty of an S&P SFTR client
MiFID II Reporting	Creation and submission of MIFIR RTS 22 formatted files to an ARM
MiFID II Reporting & Eligibility	<ul style="list-style-type: none"> <li>Creation and submission of MIFIR RTS 22 formatted files to an ARM</li> <li>Filtering of transaction reports to regulatory and customized eligibility rules</li> </ul>
APA Trade Publication	Creation and submission of MIFIR RTS 23 formatted files to an APA
EMIR Reporting	Creation and submission of EMIR formatted files to an approved Trade Repository
EMIR Reporting & Valuation	<ul style="list-style-type: none"> <li>Creation and submission of EMIR formatted files to an approved Trade Repository</li> <li>Market data service to provide MTM values for EMIR reporting (limited to products where market data is available)</li> </ul>
ASIC Reporting	Creation and submission of ASIC Derivatives Reporting formatted files to the DTCC Trade Repository
MAS Reporting	Creation and submission of MAS OTC Derivatives Reporting formatted files to the DTCC Trade Repository
HKMA Reporting	Creation and submission of OTC Derivatives Reporting files to HKTR
JFSA Reporting	Creation and submission of OTC Derivatives Reporting files to DTCC Trade Repository
FinFrag EMIR reporting	Creation and submission of FinFrag EMIR formatted files to an approved Trade Repository
FinFrag MIFID reporting	Creation and submission of MIFIR RTS 22 formatted files to an ARM
Canada Real Time Trade Reporting	Creation and submission of Canadian Derivatives Reporting formatted files to an approved Trade Repository
Canada Batch Trade Reporting	Creation and submission of Canadian Derivatives Reporting formatted files to an approved Trade Repository
CFTC Real Time Trade Reporting	Creation and submission of CFTC formatted files/messages in Real Time to an approved Swap Data Repository
CFTC Batch Trade Reporting	Creation and submission of CFTC formatted files/messages as batches to an approved Swap Data Repository
SEC SBSR Real Time Trade Reporting	Creation and submission of SEC formatted files/messages in Real Time to an approved Swap Data Repository
SEC SBSR Batch Trade Reporting	Creation and submission of SEC formatted files/messages as batches to an approved Swap Data Repository
Global UTI Connect Pairing	Service to enrich Customer's derivatives trade data with their trading counterparties' UTIs.
Global UTI Connect Consolidation	Consolidates and standardizes TR allege data for UTI dissemination purposes.

**Additional Services**

Best Execution Monitoring	Post trade execution price benchmarking and latency slippage calculation analysis
Reconciliation - Client data vs. end point	Field by field comparison (economic fields vary by asset class) between Cappitech open positions and TR open positions
Reconciliation - Submission vs. end point	Service to compare platform open positions with TR EOD Position report
EMIR Post-submission Pairing & Matching	Trade Repository UTI Pairing and Matching analytics module on the dashboard
SFTR Post-submission Pairing & Matching	Trade Repository UTI Pairing and Matching analytics module on the dashboard
MiFID II Reconciliation	Reconciliation service comparing NCA MIFIR outputs with ARM inputs
EMIR Delegated Reporting	Reporting of counterparty leg transaction on behalf of the other counterparty
SFTR Delegated Reporting	Creation and submission of SFTR formatted files to an approved Trade Repository
RTS27 Report	Creation of Tables 2,3,4 and partial 6&8 for RTS 27
Valuation message creation	Creation and submission of Valuation message to an approved Trade Repository (based on market data pricing)
SFTR UTI connect/disseminate	Service to disseminate UTI between Generator and Receiver and break verification pre submission
UPI EoD T+1 Enrichment Service	S&P will provide UPI enrichment as an intermediary to Customer using the EoD T+1 file provided it is registered with ANNA-DSB (all user types as per ANNA DSB user policy).
UPI Search API Enrichment Service	S&P will provide UPI enrichment as an intermediary using the search API on a real time basis provided the underlying Customer is registered as a Search Only API user with ANNA DSB.
UPI Power Enrichment and Creation Service	S&P will provide UPI enrichment and creation using the API as an intermediary provided the underlying Customer is registered as a Power user with ANNA DSB.
OTC ISIN Enrichment for EMIR	S&P will provide OTC ISIN enrichment to Customer using the EoD T file

Service	
ASIC Delegated Reporting	Service to create delegated reports for ASIC reporting based on original trade report
MAS Delegated Reporting	Service to create delegated reports for MAS reporting based on original trade report
HKMA Delegated Reporting	Service to create delegated reports for HKMA reporting based on original trade report
Reconciliation-NCA MiFID II	Field by field comparison (excluding NPD data) between Cappitech submission to ARM and NCA data. Currently, only FCA provides access to its data.
Reconciliation-EMIR Post-submission Pairing & Matching	All trades submitted to the Trade Repository with a shared UTI for EMIR
Reconciliation-SFTR Post-submission Pairing & Matching	All trades submitted to the Trade Repository with a shared UTI for SFTR
Reconciliation-Custom Recon	Field by field comparison between Customer back office open positions and TR open positions. Some recs will require full onboarding (similar to option 2) and will use eligibility/determination and validations, while others are pre recs between fields in 2 sources
Back Reporting	Remediation and back reporting of trades to a Trade Repository, MIFID ARM or MIFID APA

2. **Additional terms:**

- 2.1 Customer shall be responsible for obtaining and/or uploading the required files to utilize the reconciliation tools (including UTI Global Connect) available on the Services and perform reconciliation status monitoring, investigation and resolution of reconciliation breaks as required to meet its reporting obligations.
- 2.2 Customer warrants that all persons permitted by Customer to access and use any Services are appropriately registered with or by all required regulatory authorities in all relevant jurisdictions applicable to Customer's use of the Services.
- 2.3 Unless otherwise specified on a Booking Form, S&P shall not be responsible for any reconciliation services.
- 2.4 Applicable laws and regulations may require that duplicative reporting be avoided. Customer shall make reasonable efforts to ensure that the data is not reported to any additional Authoritative Registrar other than through S&P. Customer should promptly report any duplicative reporting to S&P.
- 2.5 S&P performs the transaction reporting described in the Booking Form on behalf of Customer to Authoritative Registrars. S&P may add, remove or change any Authoritative Registrars as reasonable for the provision of the Services. In each case, it is Customer's responsibility to be aware of all rules and regulations of each Authoritative Registrar as stipulated in the table below, in addition to its obligations herein.
- 2.6 All Customers using UPI enrichment Services must provide the additional data points to enable enrichment lookup based on the UPI specifications which will be shared post Agreement signature.
- 2.7.1 The access and use of any of the UPI enrichment Services as selected in the Booking Form ("**UPI Service**") is subject to a separate usage agreement and restriction set out in Customer's subscription agreement with Derivatives Service Bureau Ltd or its affiliates ("**ANNA DSB**") and ANNA DSB's use policies applicable to Customer (together, the "**Usage Agreement**"). Customer represents and warrants that: (i) it has entered into the Usage Agreement prior to receipt of any data related to UPI Service from S&P (ii) it will comply with all the terms of the Usage Agreement. In the event of discontinuation of Customer's subscription under Usage Agreement, Customer shall immediately inform S&P and cease using UPI Service.
- 2.7.2. Customer shall hold harmless and indemnify S&P from and against any claims brought by ANNA DSB against S&P arising from or in connection with (i) Customer's use of UPI Service and Customer's use, processing or storage of any data related to UPI Service in contravention of the Usage Agreement; and (ii) Customer's breach of any of the warranties and representations given by Customer in this section.
- 2.7.3. UPI Service is subject to modification (including addition, alteration or deletion) by S&P to comply with requirements of ANNA DSB.
- 2.7.4. S&P may terminate UPI Service on notice (and give Customer a pro-rated refund for any prepaid Fees for API UPI Service) in the event that ANNA DSB discontinues the UPI service to S&P and/or to Customer or instruct S&P to discontinue the UPI service to Customer, or S&P discontinues UPI Service for all similarly situated customers.
- 2.8 The access and use of OTC ISIN Enrichment for EMIR Service is subject to the separate Derivatives Service Bureau Ltd ("**ANNA DSB**") usage restrictions set out in ANNA DSB Main Terms as published on <https://www.anna-dsb.com/download/dsb-main-terms-and-policies-2023-final-clean>. It is Customer's responsibility to be aware of all rules and regulations in addition to its obligations herein. Customer shall hold harmless and indemnify S&P from and against any claims brought by ANNA DSB against S&P arising from or in connection with (i) Customer's use of OTC ISIN Enrichment for EMIR Service and Customer's use, processing or storage of any data related to OTC ISIN Enrichment for EMIR Service in contravention of ANNA DSB Main Terms.
- 2.9 If applicable Customer acknowledges that provision of the Services is dependent on the Customer providing SSH keys for UnaVista Customer's domain to S&P. S&P shall not be responsible for any delay or nonperformance of its obligations to the extent due to, or in connection with non-delivery or incorrect delivery of such SSH keys. Customer represents and warrants to S&P that it has all the rights required to provide S&P with SSH keys and that S&P can use such keys on Customer's behalf without recourse to any third party. Customer shall hold harmless and indemnify S&P from and against any claims brought by any third party against S&P arising from or in connection with (i) S&P's use, processing or storage of the SSH keys in accordance with the terms herein; and (ii) Customer's breach of any of the warranties and representations given by Customer in this section.

Authoritative Registrar	Applicable rules and regulations and additional terms
DTCC Corp (" <b>DTCC</b> ")	<a href="http://www.dtcc.com/repository-and-derivatives-services/repository-services">www.dtcc.com/repository-and-derivatives-services/repository-services</a>
MarketAxess Post-	<a href="https://www.marketaxess.com/post-trade/reporting">https://www.marketaxess.com/post-trade/reporting</a>

Trade B.V. and/or MarketAxess Post- Trade Limited	
Regis-TR S.A. and REGIS-TR UK LTD ("REGIS-TR")	EU Reporting: <b>EMIR Onboarding &amp; EMIR Client Handbook</b> <a href="https://www.regis-tr.com/en/home/key-documents.html">https://www.regis-tr.com/en/home/key-documents.html</a>  UK Reporting: <b>UK EMIR Onboarding &amp; UK EMIR Client Handbook</b> <a href="https://www.regis-tr.com/en/home/key-documents.html">https://www.regis-tr.com/en/home/key-documents.html</a>
Chicago Mercantile Exchange ("CME")	<a href="https://www.cmegroup.com/trading/global-repository-services.html?utm_source=cmegroup&amp;utm_medium=friendly&amp;utm_campaign=grs&amp;redirect=/grs">https://www.cmegroup.com/trading/global-repository-services.html?utm_source=cmegroup&amp;utm_medium=friendly&amp;utm_campaign=grs&amp;redirect=/grs</a>
UnaVista Solutions	<a href="https://www.lseg.com/en/post-trade/unavista/solutions">https://www.lseg.com/en/post-trade/unavista/solutions</a>

- 2.10 **APA Services.** The following terms shall apply in respect of Customer's receipt of Approved Publication Arrangement (the "APA Services"): (i) all APA Services will be provided directly to Customer by Tradeweb Europe Limited ("Tradeweb"), and S&P makes no warranties and shall have absolutely no liability in respect thereof. S&P's operations in respect of the APA Services are limited to invoicing Customer in respect thereof (ii) Customer shall be required to execute Tradeweb's Service Agreement, and all receipt of APA Services shall be subject to the terms and conditions of that agreement.

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