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## POINT NINE TERMS

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1. The Solution uses services provided by Point Nine Data Trust Limited (the “**Service Provider**”), a company incorporated under the laws of the Republic of Cyprus with company registration number HE 397446, whose registered address is at 118 Agias Fylaxeos street, Christabel House, CY 3087, Limassol, Cyprus.

### 2. SERVICES DESCRIPTION.

2.1 DEFINITIONS. As used in this Attachment, the following terms shall have the following meanings:

“**Approved Reporting Mechanism**” or “**ARM**” means a person authorized under the provisions established in the Directive 2014/65/EU (“**MI FID II**”) to provide the service of reporting details of transactions to domestic competent authorities or ESMA on behalf of investment firms (Article (4)(1)(54) MiFID II) and is defined as an entity authorized to provide services to an investment firm in order for it to meet its regulatory obligations under Article 26 of Regulation (EU) No 600/2014 (“**MI FIR**”).

“**Asset Classes**” means a group of Financial Instruments with similar financial characteristics: Commodities, Stock, Fixed Income, Derivatives.

“**Financial Instruments**” means the set of financial instruments listed in Section 2.2 of this Attachment.

“**National Competent Authorities**” or “**NCAs**” means the regulatory authorities that have the legally delegated or invested authority, or power to perform a designated function, normally monitoring compliance with the national statuses and regulations. According to Article 48(1) of Directive 2004/39/EC (“**MI FID I**”). Each Member State shall designate the competent authorities which are to carry out each of the duties provided for in this Directive. Member States shall inform the Commission, ESMA and the competent authorities of other Member States of the identity of the competent authorities responsible for enforcement of each of those duties, and of any division of those duties.

“**Service(s)**” shall have the meaning attributed to it in Section 2.2 of this Attachment.

“**Service Provider**” shall have the meaning attributed to it in Section 1 of this Attachment, except that, for purposes of Section 3, it shall have the meaning attributed to it in Section 3 of this Attachment.

“**Trade**” or “**Transaction**” means any trade relating to an acquisition or disposal of a Financial Instrument.

“**Trade Information**” means trade details, trade events and any auxiliary data on the set of Asset Classes, as communicated by Client to the Service Provider from time to time.

“**Trade Repositories**” means an entity that centrally collects and maintains the records of over the counter (“**OTC**”) derivatives, acting as authoritative registries of key information regarding open OTC derivatives trades, licensed and regulated in Europe by the European Securities and Markets Authority (“**ESMA**”) under the European Market Infrastructure Regulation (“**EMIR**”) and in Australia by the Australian Securities and Investment Commission (“**ASIC**”) under the ASIC Derivative Trade Repository Rules 2013 and the ASIC Derivative Transaction Rules (Reporting 2013).

2.2 SERVICES: The following services (“**Services**”), as applicable for the Transaction Data Types selected by Client under section 1 of the Solution and Fees Attachment to this Order, will be provided to Client:

- (i) Data capturing and storing.
- (ii) Data extraction/receipt from Client’s system or a 3rd party vendor of the Client
- (iii) Data connectivity between Service Provider’s platform and Client’s infrastructure which includes, but is not limited to, file exchange via SFTP, database to database syncing, and direct database access
- (iv) Data validation and exception notifications via Service Provider web interface and via email
- (v) Reporting state monitoring, client’s defaults updates, trade blotter and exception management via Service Provider web interface
- (vi) Data enrichment via rich business rules and auxiliary data with provisions for the Client to provide Client specific defaults
- (vii) Data mapping between Client’s data format and reporting destination’s requirements with ongoing implementation of any changes required by the regulators or reporting destinations
- (viii) Transaction and life cycle event reporting
- (ix) Position reporting, if applicable
- (x) Collateral and Valuation Reporting



(xi) File generation and transmission to: UnaVista UK&EU / DTCC UK & EU / DTCC ASIC / DTCC USA / RegisTR UK&EU / ICE Trade Vault UK / KDPW EU

(xii) File generation and transmission to the customer for MiFIR/MMSR Reporting via SFTP or email.

(xiii) Parsing and notification of success/failure messages from UnaVista UK&EU / DTCC UK & EU / DTCC ASIC / DTCC USA / RegisTR UK&EU / ICE Trade Vault UK / KDPW EU

(xiv) Parsing and notification of success/failure messages from NCAs provided customer makes available such messages on Service Provider's SFTP site.

(xv) Exception and Data Quality Management via Service Provider's client portal and email notifications

(xvi) UTI Management / TRN Management

(xvii) Client-specific business rules

(xviii) End-of-day status email notifications

(xix) Assistance in eligibility of reportable financial instruments

(xx) LEI Expiration for Client and its counterparties

(xxi) MiFIR automated eligibility view or routing based on ISIN code based on FIRDS

(xxii) MiFIR Annex II Priority list validation and pattern validation

(xxiii) SFTs transaction report and disclosure obligations

(xxiv) SFTs margin and collateral re-use obligations

(xxv) Maintenance of regulatory reporting framework, implementation of changes or updates as required per reporting regime

2.3 TRANSACTION DATA TYPES: Transaction data types are the following:

**For MiFIR EU/UK:**

Transactions executed in the following financial instruments:

- Financial instruments admitted to trading or traded on a trading venue or for which a request for admission to trading has been made
- Financial instruments where the underlying is a financial instrument traded on an trading venue
- Financial instruments where the underlying is an index or a basket composed of financial instruments traded on a trading venue
  - (i) Equities
  - (ii) Debt Instruments
  - (iii) Interest Rate Derivatives
  - (iv) Credit Derivatives
  - (v) Currency Derivatives
  - (vi) Structured Finance Products (CDSs)
  - (vii) Equity Derivatives
  - (viii) Securitized Derivatives
  - (ix) Commodities Derivatives
  - (x) CFDs
  - (xi) Exchange Traded Products
  - (xii) Emission Allowances

**For EMIR EU/ UK /ASIC**

The instruments that are traded on an exchange that is regulated by a central bank and NCA or any other type of governmental authority that is responsible for regulating trading venues and the OTC instruments:



Options, futures, swaps, forward rate agreements and other derivative contracts relating to:

- (i) Interest Rate Derivatives
- (ii) Credit Derivatives
- (iii) Currency Derivatives
- (iv) Structured Finance Products (CDSs)
- (v) Equity Derivatives
- (vi) Securitized Derivatives
- (vii) Commodities Derivatives
- (viii) CFDs
- (ix) Exchange Traded Products
- (x) Emission Allowances

#### **For SFTR**

Securities Financing Transactions Regulation refers to transactions that are related to, inter alia, the build-up of leverage, pro-cyclicality, liquidity and maturity transformation, and interconnectedness in the financial markets.

SFTs include:

- (i) a repurchase transaction
- (ii) securities or commodities lending and securities or commodities borrowing
- (iii) a buy-sell back transaction or sell-buy back transaction
- (iv) a margin lending transaction

#### **For MMSR**

These transaction-based reports are intended to provide the ECB with a comprehensive view of the activities of the money markets in the euro area, to enable them to better assess the effectiveness of monetary policies and to support their duty to maintain the stability of the financial markets.

The four money market segments covered by the MMSR are:

- (1) daily repurchase agreement transactions (borrowing and lending) denominated in euro with a maturity of up to and including one year
- (2) daily unsecured transactions covering all borrowing and lending denominated in euro with a maturity of up to and including one year covering in particular the following instruments: unsecured deposits, call accounts and the issuance of fixed rate or variable-rate short-term debt securities
- (3) daily foreign exchange swaps (FX swaps) transactions with a maturity of up to and including one year in which euro are bought/sold on a near-term value date against a foreign currency with an agreement to re-sell the purchased currency on a forward, pre-agreed maturity date
- (4) daily euro overnight index swaps (OIS) transactions denominated in euro of any maturity where transactions are:
  - (a) defined as transactions with a maturity date of not more than 397 days after the settlement date,
  - (b) conducted by the reporting agent with financial corporations (except central banks where the transaction is related to Eurosystem monetary policy operations and standing facilities), general government or non-financial corporations classified as 'wholesale' according to the Basel III LCR framework;

Daily submissions using the MMSR ISO20022 XML schema

Reportable instruments include:

- Deposits
- Call account / call money
- Certificate of Deposit
- Commercial Paper



Asset Backed Commercial paper

Floating rate note

Repo transactions

FX swap transactions

OIS interest rate swap transactions

### **For CFTC Dodd-Frank**

Part 45 governs regulatory reporting of swap data and recordkeeping rules

The Dodd-Frank Act requires that all swaps (whether cleared or uncleared) be reported to a registered swap data repository (a SDR)

Data reporting requirements timelines for Part 45

All swap data for a given swap are reportable to a single SDR, which is the SDR to which the first report of required swap creation data is made.

If an SD/MSP is the reporting party, the following applies for swap creation and swap continuation data reporting

Swap creation data (PET data)

- Reportable 'as soon as technologically practicable' after execution but no later than:
- For swaps subject to mandatory clearing – 15 minutes
- For swaps not subject to mandatory clearing: credit, rates, FX, and equity – 30 minutes and commodities – 2 hours
- There are longer time periods applied if the non-reporting party is not an SD, MSP, or financial entity and verification of PET data does not occur electronically.

Swap creation data (confirmation data)

Confirmation data reportable 'as soon as technologically practicable' following confirmation but no later than - 30 minutes for electronic confirmations and 24 business hours for non-electronic (i.e., paper) confirmation.

Swap continuation data

- is reportable as follows:
- Life cycle event data – same day event occurs (corporate events of the non-reporting party, no later than second business day after day on which event occurred)
- Snapshot/state data – daily and reports the "point-in-time" view of the contract or to report the trade opening. The "point-in-time" view of the contract may include any trade detail changes or updates to the position.
- Valuation data – daily

Reportable Derivative transactions include swaps, futures and options in all asset classes (Credit, Equity, FX, Interest Rates and Commodities):

Interest Rate swaps

Commodity Basis swaps

Currency Swaps, Forwards and Options

Equity Swaps, Options and Forwards

Credit Default Swaps

Commodity Forwards

Contracts for Difference

Interest Rate Options and Swaptions

Commodity Options



### 3. SPECIFIC TERMS APPLICABLE TO THE SERVICES.

3.1 As used in this Section 3, “**Service Provider**” shall mean indifferently FIS and/or Point Nine Data Trust Limited.

3.2 In addition to the termination rights under the Agreement, Client acknowledges that, if there is an increase of the fees charged to the Service Provider by Trade Repositories, ARMs or by other relevant third parties, for the submission and processing of transaction data, the Service Provider shall be entitled to terminate the impacted Services upon ninety (90) day prior written notice to Client.

3.3 Service Provider warrants it will take reasonable care in performing the Services under this Agreement

3.4 The Service Provider shall not be providing independent investigation or verification on the market data or valuations of Transactions nor shall be deemed as providing such independent investigation or verification, and any financial reports and/or any other documents produced by the Service Provider, containing invalid, incorrect, inaccurate or insufficient market data and/or valuation of Transactions, shall not expose the Service Provider to any liability against the Client, or against any other third party, including, but not limited to the relevant NCA(s) and/or other regulators.

3.5 Client acknowledges that any failure by the Service Provider to adequately perform the Services or any failure of software that may be made available to the Client users by the Service Provider within the framework of the Services (including, but not limited to, any loss of data or any inaccuracies and mistakes, however small or large, or insufficiencies in any reports or any delays in producing them, or the use of or inability to use any such software), could lead to either the Client, or its Affiliates suffering direct or indirect loss of business profits, loss of business revenue, business interruption, loss of data or data use or any other loss of business information, or any other pecuniary loss and Client expressly agrees that the Service Provider will not be liable for any damages or losses suffered by Client in respect of any such failure or failure to perform any other duties of the Service Provider under the Agreement, unless the failure, damages or losses resulted from the fraud, gross negligence or willful misconduct of the Service Provider. Subject to the foregoing, the Service Provider shall have no liability to Client in relation to the provision of the Services for any special, incidental, direct, indirect, exemplary or consequential damages or loss.

3.6 If the Client believes that the Services and/or any other services described herein and/or any software made available to the Client users by Service Provider does not perform as agreed, or that any data prepared by the Service Provider and delivered to Client pursuant to the Agreement are inaccurate, Client shall notify the Service Provider of the failure to perform or data error and specify a time by which such failure shall be rectified. The Service Provider shall investigate such failure to perform or data error, and the Service Provider shall undertake forthwith to promptly rectify any such failure to perform or data error, and shall notify Client within the reasonable time specified that either (a) such failure has been rectified or (b) that it does not believe that there has been any failure to perform the obligation in respect of which notice was provided, providing reasons for such belief, provided that any written notice delivered in accordance with this clause, may be delivered by e-mail.

3.7 Authorization to Resell. Client hereby grants to the Service Provider a nonexclusive, non-transferable, non-sub-licensable right to resell and/or share data related to the Trade Information and Asset Classes, which is provided by the Client to the Service Provider under the Agreement, provided that such data will be modified in a way to exclude: (i) names of legal or physical persons that are involved in the Trades; (ii) identifiers that could be used to identify the names of legal or physical persons that are involved in the Trades; or (iii) any addresses of legal or physical entities that are involved in the Trades.