SIX Trade Repository AG

Reporting Rule Book

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1. Purpose

The reporting rules govern the reporting of derivative transactions to SIX Trade Repository AG (Trade Repository) under the Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (Financial Market Infrastructure Act, FMIA).

The Reporting Rule Book aims to ensure fair and open access to Trade Repository's services and to foster transparency of the derivatives markets.

2. Structure of the Reporting Rule Book

The Reporting Rule Book consists of the following three parts:

1. The Application section governs the application to report to Trade Repository, the rights, obligations and exclusion of reporting users, as well as the suspension and termination of the usage.**

2. The Reporting section governs the organisation of reporting to Trade Repository.

3. The Final Provisions govern the confidentiality and partial invalidity of the Reporting Rule Book, how it may be amended, its binding nature, applicable law, place of jurisdiction and transitional provisions.

General explanations and technical instructions with regard to reporting users' connection to the trade repository system are provided in Guidelines and Specifications. The applicable charges are defined in Directive 1 (Price List).

Notices inform reporting users about changes to the Reporting Rule Book, Directives, Guidelines and Specifications.

**The provisions of Part 1. govern the application of reporting users to report to the Trade Repository, the connection to the trade repository system, the suspension and termination of reporting usage.

3. Application requirements

Trade Repository will accept an applicant as a reporting user and the applicant's sign up for the reporting usage, providing the applicant meets the following criteria:

3.1 Reporting obligation

The applicant must either be obliged to report pursuant to the Financial Market Infrastructure Act on its own behalf and/or its counterparty or is mandated to report on

behalf of one or more obliged third party(ies) pursuant to the Financial Market Infrastructure Act.

3.2 Connection to the trade repository system

The applicant must satisfy the technical and operational requirements in order to be connected to the trade repository system.

The corresponding details are laid down in the "Technical Specifications".

3.3 Technical requirements

It is the responsibility of the reporting user to request and implement technical connectivity for its users and systems.

Trade Repository will offer support (user administration, upload functionality, system connectivity) to the reporting user free of charge to the extent required for using the trade repository services as long as it can be provided with reasonable effort.

In the event of planned maintenance work, Trade Repository will inform the reporting user in reasonable time in advance as appropriate, either electronically or by other means.

3.4 Contact person

The applicant must designate in Annex 2 of the application form one or more contact person(s) which must be available to Trade Repository during Trade Repository's business hours.

3.5 Administrators and other users

The reporting user will appoint at least two administrators in Annex 3 of the application form who will be set up by Trade Repository as primary users for each individual data access domain requested by the reporting user.

The administrators will be responsible for entering and managing all other users within their own data access domain.

4. Reporting user's rights and obligations

4.1 Continued compliance with application requirements

The reporting user must comply with the application requirements laid down in this Reporting Rule Book for as long as it remains a reporting user.

4.2   **Compliance with statutory and regulatory provisions and rulings from the relevant supervisory authority**

The reporting user undertakes to comply with and enforce internally:

a. those trade repository duties-related laws that apply to it, the corresponding implementing provisions and the rulings of the relevant supervisory authority; and

b. the Reporting Rule Book, Directives as well as rulings issued by Trade Repository.

4.3   **Registration obligations**

The reporting user undertakes to designate one or more contact person(s) as described under section 3.4 *Contact person*.

The reporting user undertakes to designate one or more reporting firms ("Reporting Firms") in Annex 1 of the application form.

The reporting user will notify Trade Repository in advance of any changes with respect to its contact persons and/or its Reporting Firms.

4.4   Reporting

The provisions of Part II govern the organisation of reporting to Trade Repository and the rights and obligations of the reporting user.

5.   User authorisation

An administrator has the right to create new users, new user accounts and new system accounts, to modify existing user accounts, to assign or modify authorisation levels, to temporarily or definitifely block existing user accounts, to unblock or delete blocked user accounts and to configure various individual settings and general settings for all users. The reporting user will ensure that all of its administrators comply with the Rule Book.

The information provided to the trade repository system by any user of the reporting user is accessible to all of its users, provided that the reporting user has not defined individual user access restrictions to information and a user account is not configured for specific functions only. Each administrator is responsible for adjusting its settings.

6. **Reporting user's rights and obligations**

Acceptance entitles the reporting user to submit reports of derivative transactions to the trade repository system on its own behalf, on behalf of or for the accounts of the Reporting Firms, its counterparty or based on a mandate by a third party.

The reporting user will be responsible for

- the timely reporting of the derivative transaction to the trade repository system;
- the accuracy, completeness and quality of the reported data;
- compliance with its regulatory reporting obligations;
- defining and monitoring of its restrictions in relation to its data access; and
- any acts and omissions of its Reporting Firms.

7. **Identification checks**

To protect the reporting user, Trade Repository checks the user's access rights. Access to the trade repository system is only available to users who have successfully requested and installed a digital certificate and identified themselves via the internet by entering:

- their trade repository system user identification; and

- their personal, freely chosen password pursuant to Trade Repository's requirements (hereinafter referred to as "identifiers").

The identifiers are specifically allocated to each user for identification purposes.

The reporting user acknowledges that its new users and their user accounts, as well as the allocation and modification of authorisation levels, are managed by the administrator without these users requiring a written power of attorney to do so and without any identification checks by Trade Repository.

Each person identifying itself by means of identifiers may be considered by Trade Repository to be a properly authorised person regardless of its internal legal relationship with the reporting user and irrespective of conflicting entries in the relevant Commercial Register, publications or the provisions in the signature documents. All activities and legal actions carried out on the basis of the identification check mentioned above will be attributed to the respective reporting user, on whom they are legally binding.

8. **Duty of care**

The reporting user takes reasonable measures to ensure that its users and administrators keep their identifiers confidential and protect them against misuse by unauthorised persons.

Under no circumstances may the identifiers be disclosed or passed on to unauthorised persons.

The duty to maintain secrecy applies to the administrator and each user individually.The reporting user ensures that all duties and requirements are also fulfilled by the respective users and administrator and that all reports, instructions and amendments are communicated to and observed by the respective users and administrator without delay.

The password will consist of a combination of digits and letters and must not be an easily identifiable code or one which could be worked out with reference to the user (for example, telephone numbers, birthdays, car registration numbers, etc.).

If there is reason to assume that another person has gained knowledge of the password, it must be changed immediately.

9. **Blocking of user accounts**

Trade Repository is entitled to block access by the reporting user for one or all of its users at any time if the reporting user or one of its users breached the rules of this Reporting Rule Book. With the exception of urgent cases, Trade Repository will notify the reporting user (contact person or an administrator) in the event of a user account being blocked in advance.

An administrator of the reporting user may block any individual user of the reporting user.

A user will be blocked following three consecutive entering trials of incorrect authorisation details. An administrator may de-block the relevant blocked user account. The user may reset its password and request a new one.

An administrator has the right to block a user's access. Furthermore, the reporting user may also arrange for a user's access to be blocked by means of written notification to Trade Repository. Trade Repository will activate the block no later than the working day following receipt of a written blocking instruction until 7 pm CET of the previous working day. Until the block is activated, the user will be authorised to use the trade repository service in the name and on behalf of the reporting user.

Trade Repository is authorised to process all lodged requests using a user account prior to it being blocked; these requests will be legally binding on the reporting user.

Blocked user accounts are not automatically deleted. They must be deleted by an administrator.

10.   Form of reports

The reporting user submits its reports of derivative transactions in the form set out in Trade Repository's current Reporting Field Specifications and using the formats defined in Trade Repository's Technical Specifications as published at any given time.

11.   Method of report transfer

Trade Repository supports secure transfer of reports via different connectivity solutions:

-   SIX file transfer service (SFTP protocol)
-   SIX MQ Series messaging interface (XML protocol)
-   Manual file upload through the user interface of the Reporting System

Further details are defined in Trade Repository's Technical Specifications as published at any given time.

12.   Data usage, publication and storage

12.1   **Data usage**

Trade Repository is entitled to share reported data with its Swiss affiliates as far as permitted by law.

While upholding the professional secrecy regulations laid down in Article 147 FMIA, Trade Repository may use royalty-free, world-wide all reported data for commercial purposes. Trade Repository will only use processed data in aggregated and anonymized form for that purpose and will take into account the relevant data protection laws, such as the Federal Act on Data Protection.

12.2   **Forwarding of personal data**

Trade Repository may transfer personal data out of or outside Switzerland and process this data or have it processed outside Switzerland. This only applies, however, if the relevant applicable foreign law guarantees an equivalent level of data protection compared with the Swiss Federal Act on Data Protection.

12.3   **Data publication**

Based on the reported data, Trade Repository regularly publishes the open positions, the transaction volumes and the values according to the classes of derivatives in aggregated and anonymous form as required by law. Applicable law may require further data publication. Published data will be made available in a machine-readable format, whenever possible.

12.4   **Data storage**

Trade Repository records the reported data and maintains it as required by law but for at least 10 years following the maturity of the reported contract. The data is stored in Switzerland by either Trade Repository or one of its affiliates.

Data storage will be made in compliance with Swiss regulatory requirements and the relevant data protection laws.

12.5   **General obligation**

The reporting user must co-operate with Trade Repository to ensure that the relevant provisions are complied with.

The reporting user provides such assistance as Trade Repository requires in connection with the use of the trade repository application and/or provision of the trade repository services, including in relation to any review of the trade repository application and/or trade repository services carried out by or on behalf of the supervisory authority. Such assistance may include giving access to the reporting user's place of business where required by the supervisory authority.

The reporting user acknowledges that Trade Repository may use and share the reporting user's data to comply with any regulatory obligations. The reporting user consents to make available its data to allow Trade Repository to comply with its regulatory duties.

13.   Data access for Swiss or foreign authorities

13.1   **Data access for Swiss authorities**

Pursuant to FMIA the relevant Swiss authorities have free access to the collected and administered data.

13.2   **Data access for foreign authorities**

Pursuant to FMIA foreign financial market supervisory authorities have free access to the collected and administered data they require to perform their respective tasks.

14.   **Data access for reporting user**

Standard reports of validly reported data by the reporting user are made available to the reporting user in machine-readable format free of charge for the most current state of all open transactions, positions and related valuations.

Trade Reporting offers the reporting user technical means to define ranges of eligible IP addresses to flexible restriction of data access by geo-location of its users. The reporting user is solely responsible for the definition and maintenance of its IP address ranges.
SIX TR AG executes the IP address geo-location restriction on request.

15.   **Fees**

The reporting user undertakes to pay all charges and fees for the usage of the trade repository services as laid down by Trade Repository.

Trade Repository will publish its charges and fees in a separate Price List as valid at any given time. Trade Repository may vary its charges and fees from time to time as published in the current Price List and issued to its reporting users. It will notify the reporting users of changes in good time either in writing, by e-mail or by publishing the information on Trade Repository's website, in which case it will send information to this effect to the reporting user via e-mail. The reporting user acknowledges that communications are equally binding whether in writing or in electronic form.

If a reporting user will early terminate its commitment or changes the contractual term of the fee model before an agreed fee model cycle elapsed, the reporting user shall be subject to a penalty payment. No such penalty payment shall apply if such early termination is based on Trade Repository's announcement of amendments to its Price List and if such early termination takes place before the amended Price List is valid.

Trade Repository will provide each reporting user (by post, facsimile, posting online, other electronic means or otherwise) with a monthly statement of the charges and fees accrued. The reporting user undertakes to pay the applicable fees and charges for the usage of Trade Repository's services. Trade Repository's invoice must be paid within 30 days of issue unless direct debit applies. Collection will be effected by SIX SIS AG as an agent of Trade Repository.

Trade Repository is authorized to collect all monies owed by a reporting user to Trade Repository pursuant to the contractual relationship from its reporting user's ordinary account held at SIX SIS AG, an account at a payment bank or via the Swiss payments system Swiss Interbank Clearing ("SIC") by direct debit. The reporting user undertakes to instruct SIX SIS AG to honour all direct debit mandates received from Trade Repository (where the reporting user's account is held at SIX SIS AG) to collect all sums owed by the reporting user from its accounts held at SIX SIS AG and transfer the appropriate amount to Trade Repository's account with SIX SIS AG. The reporting user may revoke the direct debit instruction with 14 days' notice, provided that a replacement arrangement at SIX SIS AG is established prior to such revocation.

The reporting user may switch its fee model during a contractual term for each of its Reporting Firms as indicated in Annex 1 of the application form per the end of each quarter with a notification period of one month.

16. Term and termination

The reporting user or Trade Repository may terminate the usage with a 9 months' notice period as per the end of a calendar month by means of registered letter. For the avoidance of doubt a reporting user choosing another fee model during the committed term of usage will not be considered as a termination of the usage.

Trade Repository will support the reporting user with reasonable effort in porting the reporting user's trade repository data to another trade repository if requested. The reporting user undertakes to pay related costs incurred by Trade Repository in doing so.

17. Liability

17.1 Liability of Trade Repository

With the exception of intent and gross negligence on the part of its bodies or employees, Trade Repository will not be liable for the loss or damage that a reporting user, its Reporting Firm(s), its counterparty or a third party might sustain from actions or omissions by Trade Repository. Specifically, Trade Repository will not bear any liability for the damage or loss as a result of measures taken by Trade Repository in special situations, orders issued by Trade Repository, transmission errors, operating break-downs, technical defects, interruptions or third-party interventions in the information transmission mechanisms, breakdowns, interruptions (including system-related maintenance work), overloads, viruses or destructive elements in the trade repository system, improper manipulation by reporting users or third parties, the interruption or termination of reporting usage. Also excluded is any and all liability of

Trade Repository for loss or damages due to definition, maintenance and usage of IP address ranges.

Trade Repository will not accept any liability for claims extending beyond direct losses, for example compensation for indirect or consequential losses, such as a loss of profit or third party claims.

If a security risk is detected, Trade Repository reserves the right to interrupt its services for its own protection or for the protection of the reporting user at any time and to discontinue them until the risk is eliminated. Trade Repository accepts no liability for any damages arising from such interruptions.

17.2 Liability of the reporting user

The reporting user is liable for actions and omissions by the reporting user's internal bodies, employees and agents. The reporting user undertakes to ensure the necessary precautions to prevent loss. Specifically, it must have appropriate systems, controls and processes to monitor the reporting and processing of derivative transactions (including disclosure, use or misuse of identifiers) and to reduce potential risks.

17.3 Final provisions

The provisions of Part III govern the confidentiality and partial invalidity of the Reporting Rule Book, how it may be amended, its binding nature, applicable law, place of jurisdiction and transitional provisions.

18. Confidentiality

Trade Repository, its employees and agents will be subject to the trade repository confidentiality regulations laid down in Article 147 FMIA.

The use of data which has had identifying information removed that does not permit the drawing of any conclusions on the underlying reporting user, Reporting Firm or counterparty, will not constitute a breach of the confidentiality obligation.

Trade Repository may disclose data to its Swiss affiliates, provided Trade Repository ensures that these parties are bound by confidentiality provisions that are comparable to those of this Reporting Rule Book.

Notwithstanding any imperative provisions in law, Trade Repository may pass information on reporting users to supervisory authorities and may itself obtain information from such authorities.

19.   Severability

Should some or several provisions of the Reporting Rule Book be or become ineffective or invalid, or should there be an omission in the Reporting Rule Book, the effectiveness or the validity of the remaining provisions shall not be affected thereby. Ineffective provisions must be interpreted in a way that restores their effectiveness. Where this is not possible, Trade Repository will issue new rules within a reasonable period and enact them in accordance with the provisions on amendments to the Reporting Rule Book.

20.   Amendments to the Reporting Rule Book

The Reporting Rule Book may be amended at any time. Reporting users will be notified in writing of such amendments in good time before they take effect. If possible Trade Repository tries to communicate such amendments at least three months before the effective date. The amendments will also be published on Trade Repository's website. The amendments will be binding on the reporting user unless the reporting user rejecting the changes terminates its usage commitment in writing before the amendements enter into force.

21.   Binding nature

With its application, the reporting user expressly acknowledges the Reporting Rule Book and Trade Repository's other regulatory provisions and agrees to be bound by them.

In the event of any incongruent, the German version of the Reporting Rule Book and the Directives takes precedence over any other language versions.

22.   Transitional provisions

New reporting user application procedures that are ongoing will be handled in accordance with new provisions.

23.   Applicable law and place of jurisdiction

This Reporting Rule Book is subject to the substantive laws of Switzerland with the exclusion of the conflict of law principles.

The place of jurisdiction will be exclusively Zurich 1, Switzerland.