

# CME CTR Fee Schedule

*Effective July 1, 2019*

## Overview

CME Canadian Trade Repository (“CTR”) offers Users and Service Providers a simplified fees approach which makes it straightforward for our customers to calculate costs for budgeting purposes. Our commercial policies offer Users annual fee caps and a one-time trade reporting fee which covers reporting for the entire life of a trade which maintains the same UTI throughout.

## Effective Date

Fees will be assessed for derivative transaction reports submitted by customers on the basis of this Fee Schedule, beginning on July 1, 2019 (the “Effective Date”). Until the Effective Date, the previous fee structure shall continue to apply to existing customers.

Users of CME CTR are deemed to accept the version of the Fee Schedule from time-to-time in force through their continued use of the service, as set out in the legal agreement between such customer and CME CTR.

## User

For the purposes of this Fee Schedule, “User” means a reporting entity that has in place a fully executed User Agreement with CME CTR for Securities Act Reporting services.

## User Master Account

For the purposes of the Fee Schedule, “User Master Account” means a single structure for the purposes of fee calculations and billing for multiple related CME CTR Users and/or Related Entities.

To qualify, Users and Related Entities must be either related under the same corporate structure or a client of the same investment advisor. The User Master Account holder must be a CME CTR User and may not be a Service Provider.

## Service Provider

For the purposes of this Fee Schedule, “Service Provider” means an entity that has in place a fully executed Service Provider Agreement with CME CTR for pan-Canadian Reporting services. Service Providers are entities directly contracted by the User to aid in or facilitate reporting to CME CTR. Service Providers may not be a counterparty to the reported trade.

## Billing Account

A Billing Account is assigned by default to each User that executes the CME CTR User Agreement or a Service Provider who executes the CME CTR Service Provider Agreement. Where a User Master Accounts is established it is assigned the Billing Account in place of billing the related Users.

## User Fees

### Annual User Membership Fee:

An Annual User Membership Fee of \$ 2400 is charged in full on each new Billing Account upon successful registration of a User Account or User Master Account, with the registration date serving as the annual anniversary date. The Annual User Membership Fee will be charged to active Billing Accounts related to an User Account or User Master Account on each subsequent annual anniversary date. The Annual User Membership Fee is not applicable to Service Provider Billing Accounts.

The fee is for access to CTR applies regardless of asset class, is non-refundable and is independent of any applicable UTI Submission Fees. This fee applies for registered Users; including those who do not submit trade reports. The fee does not apply to testing only access.

### UTI Submission Fee:

A fee of \$ 5.00 USD is charged per new Commodities, Credit, Rates and Equity UTI. A fee of USD \$ 0.50 USD is charged per new FX UTI. Contracts for Difference (CFDs) are charged \$ 0.50 USD per new UTI regardless of the asset class. The UTI Submission fee charged covers both the initial submission as well as the reporting of life-cycle event data. CME CTR will charge the Reporting Party as the Billing Account unless the Reporting Counterparty is registered under a different User Master Account.

### User Fee Caps:

Annual fee caps are based on the classification of the User or User Master Account and calculated against the aggregated activity across all asset classes for the User Billing Account, as follows:

#### Category 1: USD 125,000 per year

Any User Master Account or User who is either a Corporate or Commercial Entity engaged in hedging activities or CFD/Margin FX brokers.

#### Category 2: USD 500,000 per year

Any User Master Account or User who is not in Category 1

User Master Accounts comprised of both Category 1 and Category 2 Users will be considered Category 2 for purposes of assessing the User Fee Caps.

Service Providers do not qualify for User Fee Caps.

The User Fee Cap calculation commences upon the Billing Account's CME CTR User Agreement Effective Date and shall reset on each subsequent annual anniversary.

Changes to the User Fee Cap before the expiry of the relevant annual period (contract year), will be pro-rated over the remaining relevant period.

The User Fee Cap is inclusive of the Annual User Membership Fee and the UTI Submission.

### Porting:

Fees are waived for closed positions ported to CME CTR from another authorized trade repository (TR). Standard fees apply for open positions ported to CME CTR from another TR. Fees on ported open positions count towards User Fee Caps.

## Service Provider Fees

Service Providers have two options in establishing their commercial relationship with CME CTR:

### Option 1:

Service Provider is not charged any fees and the underlying Customer of the Service Provider must be a CME CTR registered User. The related User Account or User Master Account established as the Billing Account shall be charged directly by CME CTR as indicated on the CTR User Agreement Registration Form. The Customer assumes financial responsibility for payment of fees relating to submission of reports for trades submitted with new unique UTI's per the User fee schedule. Service Provider may elect to participate in the Channel Partner Program, which has no impact on User Fees,

### Option 2:

Service Provider assumes financial responsibility for payment of fees on reported data on tiered pricing specific to Service Providers under a Service Provider Billing Account established with Service Provider, as follows:

<u>UTI Count per Month</u>	<u>Per UTI Rate</u>
1 – 5,500	USD 4.00
5,501 – 55,000	USD 1.00
55,001+	USD 0.50

Notes applicable to Option 2:

- UTI rate applies to any asset class
- Clients of Service Providers seeking access to CME CTR systems and support services must register as a User and will be assessed the Annual User Membership Fee. The User Master Account structure is available to clients of Service Providers. USI Submission Fees payable by the Service Provider are not impacted and are billed as normal to the Service Provider under this option.

## Terms of Payment

Billing Accounts will be invoiced at the beginning of each calendar month in respect of the prior month's new UTI activity; including across a User Master Account.

The default currency for billing is USD (\$). Invoices must be paid in the currency indicated on the invoice and in accordance with the payment instructions set out in the relevant invoice.

Invoices will be payable within 30 days of the first calendar day of the current month.

CME CTR will accept and process billing adjustments up to three months after the initial inventory period (transaction date). In order for the adjustments to be processed, the billed party must initiate contact with [repositorysupport@cmegroup.com](mailto:repositorysupport@cmegroup.com) and provide details on the disputed charge.

Adjustment requests received after the three-month window will not be accepted by CME CTR. Adjustments will be reflected on the next available billing cycle invoice as a separate line item. Adjustments are processed as a net, meaning that credits owed will be taken off the current inventory period fees. In the case where adjustments result in additional fees due to CME CTR, they would be represented in the next available billing cycle invoice.

Payments can be made for any CTR related invoices by check or wire transfer. Details for both are provided below.

When sending payment, please include invoice number and remittance details.

Account Name: CME Inc Depository Account

Check Remit To

CME Group  
Attn: Accounts Receivable  
P.O. Box 73672  
Chicago, IL 60673

Wire Transfer

JP Morgan Chase  
ABA (Routing): 021000021  
Account #: 887294601  
SWIFT: CHASUS33  
JP Morgan Chase Bank  
270 Park Avenue  
New York, NY 10017

Chicago Mercantile Exchange Tax ID #: 36-4340266

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*CME CTR reserves the right to amend this Fee Schedule in its sole discretion, subject to providing the requisite notice of any changes to affected participants in accordance with the requirements of the CME CTR legal documentation. Continued use of the service will constitute acceptance of any changes following the date of implementation of any fee change.*