

CME Repository Services User Agreement – Canada

This User Agreement is made by and between Chicago Mercantile Exchange Inc., a Delaware corporation with its principal place of business at 20 South Wacker Drive, Chicago, Illinois 60606, U.S.A. ("CME") and

("Company"), at the following

address:

BACKGROUND

CME operates a Canadian designated and recognized TR and is willing to provide Company access to report Derivatives Data through its System and to perform Repository Services for Company, subject to the terms and conditions of this User Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS

"Additional Terms" means the additional terms and conditions to this User Agreement that Company must agree to, as set forth in Schedule B, if Company wishes to connect to the CME TR via an application programming interface (API).

"AMF" means the Autorité des marchés financiers.

"Authorized Service Provider" means a third party service provider, under a current CME Repository Services Agreement for Service Providers, facilitating reporting and data retrieval to CME Repository Service on behalf of Users.

"Canadian Laws and Regulations" means the TR Legislation, the securities acts and regulations applicable in each jurisdiction of Canada, the commodity futures acts and related regulations applicable in Manitoba and Ontario, the Derivatives Act (Quebec) and related regulations, and other relevant rules and regulations in each jurisdiction of Canada.

"Commission" means the MSC, OSC, AMF or any other Canadian securities regulatory authority or Canadian derivatives regulatory authority of a jurisdiction of Canada that enacts a TR Rule (individually, a "Commission", or collectively, the "Commissions").

"CTR" means CME's Trade Repository or TR.

"Derivatives Data" means all of the data reported to CME under the TR Legislation and applicable Canadian Laws and Regulations.

"Fees" means the fees payable by Company to CME for reporting Derivatives Data to CME, as set forth in the CME fee schedules (located on the Site) as such fees may be modified from time to time by CME in accordance with the Rules and Section 6 of this User Agreement.

"Local Counterparty" means a counterparty to a transaction if, at the time of the transaction, one or more of the following apply:

- (a) The counterparty is a person or company, other than an individual, organized under the laws of Manitoba, Ontario or Quebec or that has its head office or principal place of business in Manitoba, Ontario or Quebec;
- (b) The counterparty is registered under Manitoba or Ontario securities law as a derivatives dealer or under the Derivatives Act (Quebec) as a dealer, or in an alternative category as a consequence of trading in derivatives;
- (c) The counterparty is an affiliate of a person described in (a), and such person is responsible for the liabilities of that affiliated party.

"MSC" means the Manitoba Securities Commission.

"OSC" means the Ontario Securities Commission.

"PIPEDA" means the Personal Information Protection and Electronic Documents Act (Canada).

"Publicly Reportable Derivatives Data" means all of the Derivatives Data required to be publicly reported under the TR Legislation and applicable Canadian Laws and Regulations.

"Registered Entities" means the additional third party entities, if any, set forth in Schedule C that Company intends to register in bulk to use CME Repository Services.

"Regulation 91-507" means AMF Regulation 91-507 – respecting Trade Repositories and Derivatives Data Reporting.

"Repository Services" means acceptance, storage, reporting and related services provided by CME for Derivatives Data, and access by Company to Derivatives Data.

"Repository Services Registration Form" means the form attached as Schedule A, which must be completed by Company in connection with the Repository Services. Company must update the Repository Services Registration Form as appropriate to ensure that it is accurate at all times.

"Rule 2013-37" means MSC Rule 91-507 – Trade Repositories and Derivatives Data Reporting.

"Rule 91-507" means OSC Rule 91-507 – Trade Repositories and Derivatives Data Reporting.

"Rules" means the applicable rules, policies and procedures of CME, including the CME CTR rulebook ("CTR Rules" located on the Site) as such rules are established and modified by CME from time to time.

"Site" means CME's CTR website, located at www.cmegroup.com/ctr.

"System" means any hardware, software, platform, user interface, and/or communication mechanism operated by CME in connection with provided Repository Services.

"Trade Repository" or **"TR"** shall have the meaning in Section 1(1) of the Securities Act (Manitoba), Section 1(1) of the Securities Act (Ontario), Section 3 of the Derivatives Act (Quebec) and the securities act of any other jurisdiction of Canada when amendments to include such term into the securities act come into force.

"TR Legislation" means Rule 91-507, Rule 2013-37, Regulation 91-507 and the trade repository rule of any other jurisdiction of Canada, when such rule comes into force.

"User" means a person registered to use the System on behalf of Company.

"User Guide" means the general overview of CME Repository Service operations and workflows located at www.cmegroup.com/ctr that may be modified by CME from time to time.

2. ACCESS TO THE SYSTEM.

CME hereby grants Company with a non-exclusive, nontransferable, revocable license to access the System in connection with receiving Repository Services from CME at the earlier of either Company's execution of this Agreement or Company's first use of the Repository Services. If Company wishes to access the System directly via an application programming interface (API), Company must complete the API Registration Form and agree to the Additional Terms as set forth in Schedule B.

3. COMPANY REPRESENTATIONS.

Company hereby represents, warrants and covenants as follows:

- (a) Company has read, understands and agrees to be bound by the Rules, this User Agreement; including the Disclosure Document in the Appendix hereto.
- (b) Company has all necessary power and authority to execute and perform this User Agreement. This User Agreement is legal, valid, binding and enforceable against Company. Neither the execution of, nor performance under, this User Agreement by Company violates or will violate any law, rule, regulation or order, or any agreement, document or instrument that is binding on or applicable to Company. Company's access to and use of the Site, the System and/or Repository Services will be in accordance with this User Agreement as well as all applicable federal, state, and local laws, regulations, and treaties.
- (c) Company understands that it is responsible for the accuracy of all Derivatives Data submitted to CME in connection with its use of the Repository Services per applicable Canadian Laws and Regulations.
- (d) Company understands that it shall be responsible for adhering to any applicable verification and error correction processes set forth in CTR Rules 204 and 205 with respect to Company's Derivatives Data.
- (e) All Derivatives Data reported by Company to CME shall be materially accurate and complete and compliant with the Rules and applicable Canadian Laws and Regulations. Company shall promptly alert CME if Company becomes aware of an error or omission in reported Derivatives Data or in Derivatives Data that CME has publicly disseminated.

- (f) Company acknowledges that CME does not guarantee continuous, uninterrupted or secure access to the Site, the System or Repository Services. Company acknowledges that transmission of data on any electronic system may be subject to: interruption; interference; blackout; failure; systems or service unavailability or failure; hardware or software malfunction or failure; interception by third parties; unauthorized access; theft; modification or inaccuracy.
- (g) Company represents and warrants that it, all of its Users, and all of its associated or subsidiary companies are not and, unless otherwise authorized by the CME, will not be or become, directly or indirectly, vendors of the content, information or data displayed on or issued by the Site or System.
- (h) Company represents and warrants that neither it nor its Users shall use or permit use of the System or Repository Services except in accordance with this User Agreement and the Rules.
- (i) Company acknowledges that, subject to applicable restrictions in the TR Legislation and the Canadian Laws and Regulations, CME may, in its sole and reasonable discretion, with or without cause, temporarily or permanently cease to operate the System with respect to some or all asset classes of derivatives (provided, however, that CME will make commercially reasonable efforts to provide prior notice to Company and, if such prior notice is not provided to Company due to circumstances beyond CME's control, will endeavor to provide such notice promptly thereafter). Company acknowledges that its access to and utilization of the Site, the System and Repository Services may be monitored by CME for its own lawful purposes and not for the benefit of Company.
- (j) Company agrees that this User Agreement is not intended to create, nor shall it be interpreted to create, a joint venture, partnership, or any similar relationship between the Company and CME and, except as otherwise provided in this User Agreement, neither party shall be deemed to be the agent of the other party.
- (k) If Company intends to register Registered Entities to use CME TR Repository Services, as indicated in the Repository Services Registration Form, Company agrees that such Registered Entities shall be bound to the terms and conditions of this User Agreement. Company represents and warrants that it has the authority to register the Registered Entities set forth in Schedule C for CME Repository Services and to bind each of them to the CTR Rules and to the terms of this User Agreement.

4. FORMAT OF DATA.

To the extent Company submits Derivatives Data to CME, Company agrees to submit Derivatives Data in a supported format prescribed by CME from time to time.

5. ACCESS TO DATA.

- (a) Except as provided in this section, CME shall not disclose Derivatives Data, other than Publicly Reportable Derivatives Data, submitted through the Site or the System to any other party.
- (b) Notwithstanding paragraph (a), CME will disclose Derivatives Data to a derivatives counterparty User with respect to such User's derivatives transactions and and/or positions.
- (c) Notwithstanding paragraph (a), CME may disclose Derivatives Data to the Commission, and any other governmental authority or court with jurisdiction over it deemed appropriate by the Commission, including foreign financial regulators, in order to comply with the TR Legislation, the Canadian Laws and Regulations, or other applicable law.
- (d) Notwithstanding paragraph (a), CME may use Derivatives Data submitted by Company for commercial or business purposes provided that the Derivatives Data has otherwise been disclosed to the public or the derivatives counterparties have provided CME with their express written consent to use or release the Derivatives Data.
- (e) Notwithstanding paragraph (a), CME may disclose Derivatives Data to Authorized Service Providers as directed by Company.

6. FEES, TAXES AND OTHER CHARGES.

Company hereby agrees to pay within thirty (30) days after receipt of an invoice by CME all Fees for its use of the System and the Repository Services in accordance with the fee schedule available on the Site. CME reserves the right to modify the fee schedule at any time in its sole discretion as provided in Section 10 of this User Agreement. All payments shall be made in U.S. dollars. In addition to Fees, Company agrees to pay any applicable taxes in respect of this User Agreement, except taxes based on CME's net income.

7. REGISTRATION OF USERS.

Company shall not provide access to the System to any person unless that person is registered as a User. Company may register one or more Users by following the procedures set forth on the Site, as updated by CME from time to time. Company is responsible for ensuring that Users are familiar with the applicable terms of this User Agreement and the Rules.

8. REGISTRATION OF AUTHORIZED SERVICE PROVIDER.

Company must indicate to CME using the Repository Services Registration Form any Authorized Service Provider who will submit Derivatives Data on its behalf.

9. CONFIDENTIALITY.

The System, the Repository Services and any database, software programs, protocols, interfaces, displays and manuals (collectively, the "Information") are trade secrets, proprietary to CME and its licensors, as to which copyright, database rights and patent rights of CME or its licensors may also exist. Company agrees to keep all such Information confidential and to utilize such Information solely for its own reporting and/or data accessing activities and the reporting and/or data accessing activities of its Users or Authorized Service Provider(s). Company agrees that it has been given a limited license to use the Site, the System and Repository Services and Company will have no other rights with respect to the same or with respect to the Information. Company agrees that it will not copy, modify, reverse engineer, reverse assemble or reverse compile the Site, the System or the Information and that it will not distribute, rent, sell, retransmit, redistribute, release or license the Site, the System or the Information. The foregoing shall not apply to information which is publicly available, information which comes into the possession of Company other than as a result of breach of the User Agreement and information required or requested by any legal or regulatory authority.

10. MODIFICATION OF AGREEMENT.

Except for the Termination provision in Section 19 of this User Agreement, CME may modify any of the generally applicable terms and conditions that are set forth in this User Agreement, including any Fees, by sending at least 30 days' prior written notice of the modification to Company. If Company does not consent to the modification, Company may terminate this User Agreement by sending a written notice of termination to CME within 20 days of receiving notification of the modification. Any such termination will be effective as of the date on which the modification would have taken effect. Continued use of the System beyond such date shall be deemed acceptance of such modification.

11. WAIVER OF COMPLIANCE.

Any failure of Company, on the one hand, or CME, on the other, to comply with any obligation herein may be expressly waived in writing by the other party to this User Agreement, but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12. NOTICES.

Except as otherwise expressly provided in this User Agreement, all notices and other communications required or permitted hereunder shall be in writing and either (i) hand delivered or forwarded by registered or certified mail; (ii) sent via electronic mail or (iii) submitted by facsimile in either case to the relevant address, email address or facsimile number provided on the Repository Services Registration Form. Service of any such notice shall be deemed to have been made upon the earlier of actual receipt or, in the case of registered or certified mail, three days after mailing, or, in the case of electronic mail or facsimile transmission, upon transmission, provided that the party giving notice is not aware of failure of such transmission.

13. HEADINGS.

The headings of the sections of this User Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this User Agreement.

14. ASSIGNMENT.

Absent consent from CME, this User Agreement may not be assigned or transferred by Company to any other person and any purported assignment or transfer is void and unenforceable, unless such assignment or transfer is to an affiliate of the Company. CME in its discretion may assign this User Agreement in whole or in part at any time to any affiliate of CME. In such event, Company agrees that it will look only to such assignee and not to CME for the performance of any assigned obligations hereunder.

15. NO THIRD PARTY BENEFICIARIES.

Each party hereto agrees that there are no third party beneficiaries of this User Agreement.

16. GOVERNING LAW; CONSENT TO JURISDICTION

- (a) **Governing Law.** This User Agreement shall be governed by the laws of the State of Illinois, and the Federal laws of the United States of America.
- (b) **Jurisdiction.** Company consents and agrees, and hereby submits, to the general and non-exclusive jurisdiction of the Federal and State courts in Chicago, Illinois. Company agrees to commence actions, suits, and proceedings ("Proceedings") only in such courts, and waives any objection to venue in any such jurisdiction in the event any Proceeding is commenced in such courts under or with respect to any matters in connection with this User Agreement. Nothing contained in this Section shall limit the right of CME to commence Proceedings against a non-US Company in any other court of competent jurisdiction in which such non-US Company is located. Nor shall the commencement of Proceedings by CME in one or more jurisdictions preclude the taking of Proceedings by CME in any other jurisdiction with respect to a non-US Company whether concurrently or not, to the extent permitted by the law of that other jurisdiction. Notwithstanding CME's commencement of Proceedings in a jurisdiction other than the Federal and State courts in Chicago, Illinois, this User Agreement shall at all times continue to be governed by, and construed in accordance with, the laws of the State of Illinois and the Federal laws of the United States of America. No action arising out of any claimed breach of this User Agreement or transactions under this User Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

- (c) **UK Data Protection Act 1998.** To enable CME to perform under this User Agreement, Company will need to provide personal data to CME. All data provided by Company will be kept secure and confidential and will only be used for the purpose of (1) processing and implementing the User Agreement, and (2) complying with the Canadian Laws and Regulations governing the trading, clearing and reporting of derivatives unless the Company consents to CME using it for another purpose. Such use may involve the transfer of this data outside the European Economic area. In storing and processing the Company's data for purposes of the User Agreement, CME will comply with the provisions of the Data Protection Act 1998, including the data protection principles set out in the Act. For more information please see CME's Privacy Policy, which may be found at here.
- (d) **PIPEDA.** To enable CME to perform under this User Agreement, Company will need to provide personal data to CME. All data provided by Company will be kept secure and confidential and will only be used for the purpose of (1) processing and implementing the User Agreement, and (2) complying with the Canadian Laws and Regulations governing the trading, clearing and reporting of derivatives unless the Company consents to CME using it for another purpose. Such use may involve the transfer of this data outside Canada. In storing and processing the Company's data for purposes of the User Agreement, CME will comply with the provisions of PIPEDA, including the data protection principles set out in PIPEDA, or any other applicable Canadian personal information protection law. For more information please see CME's Privacy Policy, which may be found at here.

17. USE OF NAME.

Neither CME nor Company shall use the name of the other for advertising or publicity purposes without the prior written consent of the other.

18. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS

USER AGREEMENT, the Site, the System and Repository Services are provided on an "as is," "as available" basis without warranties of any kind and there are no express or implied warranties or representations provided by CME or its subsidiaries and affiliates and including vendors, independent contractors and subcontractors relating to the Site, the System, Repository Services, third party services or facilities used to support same, including but not limited to warranties of merchantability and warranties of fitness for a particular purpose or use or non-infringement; furthermore, CME cannot and does not guarantee or make any representation or warranty, either express or implied, as to the validity, sequence, timeliness, completeness, accuracy or continued availability of any information or data made available on or through the Site, the System or Repository Services.

19. TERM, TERMINATION AND SUSPENSION OF ACCESS TO THE SYSTEM.

- (a) This User Agreement will commence when signed by both parties and will continue in full force and effect unless and until terminated.
- (b) Company may terminate this User Agreement at any time by providing at least thirty (30) calendar days advance notice to CME.
- (c) Termination by CME
 - (i) CME may terminate this User Agreement with at least sixty (60) days advance notice if CME plans to cease operating as a TR.
 - (ii) CME may terminate this User Agreement or suspend Company's access to the System if:
 - (1) Any Fees due hereunder from Company to CME are past due;
 - (2) Company breaches any material obligation of this User Agreement, which for the avoidance of doubt includes violations of the Rules; provided, however, that CME shall provide Company with notice of any such breach (which notice shall include appropriate CME contact information with respect to the matter) and Company shall have thirty (30) days from receipt of such notice to cure such breach. If Company contacts such CME personnel during the cure period, such personnel will make reasonable

efforts to provide Company with guidance as to the nature of the breach and steps Company may be able to take to effectuate a cure thereof. If Company cures such breach to CME's reasonable satisfaction within the cure period, then CME shall not terminate this User Agreement; provided, however, that CME shall have the right to suspend Company's access to the System during the cure period in its reasonable discretion;

- (3) Company files a petition under the Bankruptcy and Insolvency Act (Canada) or any other insolvency law, becomes insolvent or has any involuntary petition for bankruptcy filed against it;
- (4) Such termination is required by applicable Canadian Laws and Regulations, Commission Order or court order; or
- (5) Company ceases doing business as a going concern.
 - (iii) Notwithstanding parts (i) and (ii) of this paragraph and in accordance with CTR Rule 504, in the event that the Commission directs CME to suspend Company's access to the System for any reason, including a finding by the Commission that Company violated the Rules, Company shall not be entitled to submit Derivatives Data for any derivatives transactions entered into following the date of receiving notice from the Commission and/or CME. Any such suspension of access shall continue for the duration determined by the Commission. Company may, however, continue to submit required Derivatives Data for derivatives that had been reported to CME prior to receiving such notice and access Derivatives Data to which Company is or was a party.
- (d) Following termination of this User Agreement, Company's right (and the right of any of its Users) to access the System shall be revoked and CME shall not provide Repository Services to Company or its Users.

- (e) The provisions of Section 5 ("Access to Data"), Section 9 ("Confidentiality"), Section 15 ("No Third Party Beneficiaries"), Section 16 ("Governing Law"), Section 17 ("Use of Name"), Section 18 ("Disclaimer of Warranties"), Section 20 ("Limitation of Liability"), Section 21 ("Indemnification"), Section 22 ("Severability") and Section 23 ("Entire Agreement") of this User Agreement shall survive the termination of this User Agreement.
- (f) Notwithstanding the above, CME in all instances (including without limitation any actions taken by CME pursuant to any of its Rules providing procedures for summary denial of access to the Site, the System or Repository Services) may in its sole discretion suspend, terminate or restrict at any time Company's or its Users' access to and utilization of the Site, the System or Repository Services in order to protect the integrity or operation of the Site, the System or Repository Services and/or to protect CME or other users.
- (g) Upon termination for any reason, all outstanding Fees for Repository Services rendered shall become immediately due and payable.

20. LIMITATION OF LIABILITY.

EXCEPT WHEN THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, NONE OF CME GROUP INC. NOR ITS AFFILIATES NOR THEIR OFFICERS, DIRECTORS, MEMBERS OR EMPLOYEES NOR CME, ITS AFFILIATES, ITS SUBSIDIARIES OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, PARTNERS, AGENTS, DESIGNEES, VENDORS, INFORMATION PROVIDERS, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS SHALL BE LIABLE TO ANY PERSON FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM CME'S PERFORMANCE UNDER THIS AGREEMENT.

21. INDEMNIFICATION.

Company shall indemnify, protect and hold harmless CME and its affiliates, including CME Group Inc. and its subsidiaries and affiliates and their respective officers, members, directors, employees, agents, designees, vendors, information providers, independent contractors and subcontractors from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs and expenses (including reasonable attorney's fees) resulting from or arising out of any act or omission by Company, including its Users, in connection with usage of the Site, the System or Repository Service(s) (other than through the negligence or willful or wanton misconduct of CME)

22. SEVERABILITY.

If any provision of this User Agreement (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this User Agreement shall not in any way be affected or impaired thereby.

23. ENTIRE AGREEMENT.

This User Agreement as such may be amended from time to time pursuant hereto, shall constitute the entire agreement between CME and Company respecting any access to CME Repository Services, and shall supersede all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter.

24. ENGLISH LANGUAGE.

The parties to this User Agreement have agreed that this User Agreement as well as any document or instrument relating to it be drawn up in English only but without prejudice to any such document or instrument which may from time to time be drawn up in French only or in both French and English. Les parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement, which is effective as of the date this Agreement is accepted and executed by CME, as indicated below.

If executing this User Agreement electronically, Company must have an authorized representative check the box below and fill in his or her name where indicated.

I hereby acknowledge that I have read, agree to and have the authority to bind Company to all of the terms and conditions contained in this Agreement.

COMPANY*

By: _____
(Signature – only required with physical signature submission)

Name:
(Must be an authorized representative)

Title:

Email address:

Date: / /

CHICAGO MERCANTILE EXCHANGE INC.

By: _____
(Signature)

* By entering the name of the authorized signatory on the electronic version and sending it to CME, Company agrees to be bound by the terms and conditions of this Agreement.

This Agreement may be sent to CME by a company representative other than the authorized signatory. Company may execute this agreement either electronically or by printing a copy, completing the information, signing and sending it to CME. If Company chooses to print and sign, please contact CME first at repositorysupport@cmegroup.com.

Please send the completed agreement using the "SUBMIT" button on page 15. A counter-signed agreement will be returned to you. For clarity on definitions, there is a help section at the end of this document.

APPENDIX – DISCLOSURE DOCUMENT

The following information is provided in accordance with Section 17 of the TR Legislation to help you identify and evaluate accurately the risks and costs associated with using the services of CME. Please review this information carefully.

- (i) CME's criteria for providing others with access to services offered and Derivatives Data maintained by CME can be found in the CME TR User Guide, CTR Rule 502 and Chapter 2 of CME's CTR Rulebook.
- (ii) CME's criteria for those seeking to connect to, or link with, CME is explained in the CME CTR User Guide.
- (iii) CME's policies and procedures regarding its safeguarding of Derivatives Data and operational reliability to protect the confidentiality and security of such data feature comprehensive programs and processes to safeguard information assets. These "Technology Safeguards" are designed to protect internal and external facing systems, CME's underlying technology infrastructure and all processed data to help ensure that information assets are secured at multiple levels. For example:
 - An internal information security team is responsible for monitoring and protecting the confidentiality, integrity and availability of CME's information assets.
 - CME policies and procedures governing change control processes are designed to ensure that any changes to applications and technology infrastructure are properly authorized, tested and approved.
 - Data centers are maintained at multiple diverse locations. Each data center hosts a combination of primary and back-up operations.
 - CME corporate information security policies defining management roles and responsibilities in safeguarding and managing logical access to information include established standards for password complexity and expiration. Such policies set forth procedures that define when access to systems will be granted after appropriate management authorization.
 - CME is subject to an internal audit control infrastructure and periodic internal reviews which are intended to evaluate and report on the soundness, adequacy and effectiveness of operations and information technology control processes.
- (iv) CME's policies and procedures reasonably designed to protect the privacy of any and all Derivatives Data CME receives from a reporting entity are described in CTR Rule 502, CTR Rule 700.A, Chapter 2 of the CTR Rules and Section 5 of CME's User Agreement. CME has adopted corporate policies that are designed to ensure that confidential information is properly classified and that appropriate controls are implemented to protect and preserve the TR's information. All derivatives information that is housed at CME that is not publicly reported pursuant to Section 39 of the TR Legislation will be considered "CME Group Highly Sensitive" information. This level of data classification is subject to the highest degree of internal security measures.
- (v) CME's policies and procedures regarding its non-commercial and/or commercial use of the Derivatives Data can be found in Section 5 of the CME Repository Service User Agreement and CTR Rule 411. As discussed above, all derivatives information that is housed at CME that is not publicly reported pursuant to Section 39 of the TR Legislation will be considered "CME Group Highly Sensitive" information. As such, this data is subject to the highest degree of internal security measures.
- (vi) CME's dispute resolution procedures are addressed in CTR Rule 205.
- (vii) A description of CME's Repository Services (including any ancillary services) can be found in Chapters 2 and 4 of the CTR Rules and Section 4.0 of the CME CTR User Guide and Section 1 of the CME User Agreement
- (viii) CME's updated schedule of any Fees, rates, dues, unbundled prices, or other charges for all of its services (including any ancillary services); any discounts or rebates offered; and the criteria to benefit from such discounts or rebates is available on the Site.
- (ix) A description of CME's governance arrangements can be found in Chapter 1 of the CTR Rules and the Board Code of Ethics.

Schedule A: CME Repository Service Registration

Please send the completed agreement using the "SUBMIT" button on page 15. A counter-signed agreement will be returned to you. For clarity on definitions, there is a help section at the end of this document.

1. Registration (*Required)

Company Information

Company Name*

Parent Company (if applicable)

Street Address*

Address Line 2

City*

County/State/Province*

Zip/Postal Code*

Country*

LEI*

Domicile*

Canadian

Non-Canadian

Country:

Entity Classification by Province* (check all that apply)

Province

Local Counterparty

Alberta

Local Counterparty

British Columbia

Local Counterparty

Manitoba

Local Counterparty

New Brunswick

Local Counterparty

Newfoundland and Labrador

Local Counterparty

Nova Scotia

Local Counterparty

Ontario

Local Counterparty

Prince Edward Island

Local Counterparty

Quebec

Local Counterparty

Saskatchewan

Local Counterparty

Northwest Territories

Local Counterparty

Nunavut

Local Counterparty

Yukon

Local Counterparty

All personal information provided under this form will be used, distributed, and maintained in accordance with [CME Group's Privacy Policy](#). If completing this form on behalf of another individual, you will ensure that you have the required consent from those individuals to whom the personal information relates, or you satisfy an applicable legal basis for doing so, in compliance with all applicable laws, to enable CME Group to process such personal information.

2. Verification Officer (*Required)

First Name* Last Name* Email*

Additional Systems Rights

Admin (Upload/View) View Only No Access

CME Group Login

A CME Group Login is a self-managed, secure user profile which contains contact and security information. CME now requires all system users to create user profiles prior to gaining access to CME applications.

If you or any required CME users do not have a CME Group Login, you will need to gain one before submitting this application. Please click [here](#) to complete an instant application for a CME Group Login.

Additional Verification Officer (optional)

First Name Last Name Email

Systems Rights

Admin (Upload/View) View Only No Access

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If you or any required CME users do not have a CME Group Login, you will need to gain one before submitting this application. Please click [here](#) to complete an instant application for a CME Group Login.

3. Billing Contact (*Required)

First Name*

Last Name*

Email*

Phone Number*

If using a group/team email address, please indicate the department that the invoice should be for the attention of

4. System Users (*Required)

First Name* Last Name* Email* Phone Number*

Systems Rights

Admin (Upload/View) View Only

CME Group Login*

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First Name Last Name Email Phone Number

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Admin (Upload/View) View Only

CME Group Login

A CME Group Login is a self-managed, secure user profile which contains contact and security information. CME now requires all system users to create user profiles prior to gaining access to CME applications.

If you or any required CME users do not have a CME Group Login, you will need to gain one before submitting this application. Please click [here](#) to complete an instant application for a CME Group Login.

5. Transaction Submission

Please select how you plan to submit transactions to the CME Canadian Trade Repository. Check all that apply.

- Participant User Interface (includes CSV file upload)
- Secure FTP CSV
- Web Services CSV delivery
- Web Services FIXML delivery
- None – I do not plan to submit any trades to CTR

6. Reporting Service Provider (Optional)

Applies to execution platforms, affirmation platforms and other 3rd party providers. This should not specify brokers on CME ClearPort transactions.

Company Information

Street Address	Address Line 2	Company Name	
City	County/State/Province	Zip/Postal Code	Country

Company Contact

Company Name	Email	Phone Number
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Company Information

Street Address	Address Line 2	Company Name	
City	County/State/Province	Zip/Postal Code	Country

Company Contact

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Company Information

Street Address	Address Line 2	Company Name	
City	County/State/Province	Zip/Postal Code	Country

Company Contact

Company Name	Email	Phone Number
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All personal information provided under this form will be used, distributed, and maintained in accordance with [CME Group's Privacy Policy](#). If completing this form on behalf of another individual, you will ensure that you have the required consent from those individuals to whom the personal information relates, or you satisfy an applicable legal basis for doing so, in compliance with all applicable laws, to enable CME Group to process such personal information.

TRADE REPOSITORY REGISTRATION HELP

To comply with the TR Legislation and applicable Canadian Laws and Regulations, the following information is required from TR participants –

LEI: Legal Entity Identifier (LEI) is a unique ID associated with a single corporate entity and would be used for identifying the parties to financial transactions. LEIs can be obtained by registering your legal entity with a Regulatory Oversight Committee (ROC) approved Local Operating Unit (LOU) listed at <https://www.leiroc.org/>

Domicile: Identifies whether entity is Canada-domiciled.

Asset Class: Category of asset for which trades will be reported to TR. Commodities asset class covers products designated as Commodities by the Commission.

Entity Classification: For each Province identify the type of entity engaging in trading activity.

Verification Officer: The administrative user representative is given CME Repository Administrator privileges for all supported asset classes. The Verification Officer has visibility to user lists and authority to add and remove firm users. The Verification Officer can optionally have additional system rights such as trade submission, viewing and trade verification (by asset class). There can be more than one Verification Officer.

Admin User: Admin users can submit transactions via the Participant User Interface. Additionally, the Admin User can view and download reports from the Participant User Interface.

View Only User: View Only Users can only view and download reports from the Participant User Interface.

Billing Contact: This User will be the person to whom electronic invoices are sent. Please provide distribution email address, such as ap@companyabc.com

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