SFTR API Service
Application Form

This SFTR API service application, between:

Company name

Registered address

City

Postcode

Country

Telephone

Email

herein referred to as the **"User"**, and

Clearstream Banking S.A. registered at 42 Avenue JF Kennedy, L-1855 Luxembourg, RCS Luxembourg B 9248, herein referred to as **"Clearstream Banking"**.

whereby Clearstream Banking operates, via the Xact Web Portal, SFTR API Services (as defined below) and the User wishes Clearstream Banking to provide the SFTR API Service in accordance with the terms of this SFTR API agreement (**"SFTR API Agreement"**).

The terms and conditions applicable to the SFTR API Service **(Appendix 2)** form an integral part of this SFTR API Agreement. The User hereby expressly acknowledges receipt of these terms and conditions. The User expressly confirms its acceptance to be bound by these terms and conditions.

For and on behalf of:

Name

Title

Date and Signature

Name

Title

Date and Signature

Appendix 1: Contact information

Clearstream Banking to:

Global Securities Financing
Clearstream Banking
42 Avenue J.F. Kennedy
L-1855 Luxembourg
S.W.I.F.T: CEDELLULAXXX

Email address: sftrlending@clearstream.com

The User

Company name (full name)

Registered address

City

Postcode

Country

Telephone

Email

SWIFT

Appendix 2: Terms and Conditions of the Clearstream SFTR API Agreement

1. Definitions and construction

1.1. Definitions

In the SFTR API Agreement, the words and expressions with capital letter not otherwise defined shall have the meanings given in the Clearstream API Agreement.

1.2. References
In the SFTR API Agreement:

1. References to any law, legislative act, rule or regulation shall mean references to such law, legislative act, rule or regulation in changed or supplemented form or to a newly adopted law, legislative act, rule or regulation replacing a previous law, legislative act, rule or regulation; and

2. References to and mentions of the word "including" or the phrase "e.g." shall mean "including, without limitation".

1.3. Headings

The Article and Section headings and the Table of Contents are for reference and convenience only and shall not be considered in the interpretation of the SFTR API Agreement.

2. SFTR API Service

2.1. Commencing as of the Effective Date and continuing throughout the Term, Clearstream Banking hereby undertakes to provide to the User, which agrees, the SFTR API service.

the **"SFTR API Service"**.

2.2. Clearstream Banking is under no duty to verify the accuracy or completeness of the User information on which it can rely absolutely for purposes of providing the SFTR API service. In particular, the User (i) shall be solely responsible for compliance with any SFTR reporting requirements and (ii) shall undertake to hold Clearstream Banking harmless for any damage, liability, loss or expense which Clearstream Banking may incur as a result of a claim made in connection with any SFTR reporting requirements applicable to the User.

3. Fees and expenses

3.1. The User agrees to be charged by Clearstream Banking for the service provided in accordance with this SFTR API Agreement at the intervals and rates as specified in the fee schedule, as amended from time to time, as published on the website.

4. Assignment/severability

4.1. The SFTR API Agreement may not be assigned by a Party hereto without the prior written consent of the other party.

4.2. If any of the terms or provisions of the SFTR API Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms or provisions shall not in any way be affected or impaired thereby. The invalid, illegal or unenforceable term or provision shall be replaced by such valid, legal and enforceable term or provision as comes closest to the intention underlying the invalid, illegal or unenforceable term or provision.

5. Notifications

5.1. All notices, requests and other communications to either Party regarding the content of the SFTR API Agreement shall be in writing (including SWIFT, mail, email or similar writing) and shall be given to the relevant contacts in "Appendix 1: Contact information".

6. Miscellaneous

6.1. The terms and conditions of Clearstream API Agreement shall be incorporated into and deemed part of this SFTR API Agreement.