

TERMS & CONDITIONS FOR THE OCR APPLICATION

By clicking “accept” at the end of these Terms & Conditions (the “Terms”) you are creating a legal agreement between the reporting trader (“Application User” or “You”) and FIA Technology Services, LLC (“FIA Tech”) - unless there is a Master Services Agreement (“MSA”) in existence between Application User and FIA Tech, or, there is a hand-signed or digitally-signed version of these Terms. An MSA or hand signed or digitally-signed version supersedes these click-wrap Terms.

1. Provision of Services

- a. Subject to these Terms, FIA Tech will give Application User access to the Licensed Product. The “Licensed Product” shall mean access to a hosted application used for the purpose of inputting data to comply with the U.S. Commodity Futures Trading Commission (“CFTC”) Ownership and Control Reporting rules (“OCR”), certain functionality to report to the U.S. Government’s CFTC, exchanges, data storage in connection with the application, and certain support (all of the foregoing collectively referred to as “Service(s)”). For the purposes of these Terms “Data” shall mean any information which the Application User discloses, stores, processes, transmits, or shares for the purposes of using the Services
- b. FIA Tech and its service providers maintain security systems and procedures to prevent unauthorized access to Application User’s systems through any network connections between Application User’s and the Licensed Product systems. FIA Tech’s Supplier continuously monitors the Licensed Product system for, and takes reasonable steps to prevent fraud and breaches of security.
- c. Application User acknowledges and agrees that all individual contact information (the information required in a profile record) (“Contact Information”) will be made available to those users of the Service as Application User may designate, and such distribution is likely to involve the transmission and processing of Contact Information worldwide.
- d. It is strictly prohibited to share or provide unauthorized access to the Services.
- e. Application User represents and warrants that it will only use the Services, and upload Data for purposes consistent with the Documentation and such use or uploading will not be contrary to any third-party contract restrictions, any laws, regulations or rules governing the use of the Licensed Product or the Data.

- f. A password will be issued to Application User. Application User will be solely responsible for controlling and monitoring the use of the password. Application User will promptly, upon becoming aware, notify FIA Tech of any unauthorized disclosure or use of the password or unauthorized access to the Licensed Products. The Application User acknowledges and agrees to be bound by any actions taken through the use of any password issued to it, whether or not such actions were authorized.

2. Data Permission & Confidentiality

- a. Any information Application User uploads for the purpose of reporting to the CFTC or an exchange, or for completing Ownership and Control Reports 102/102S, 40/40S or 71 shall be considered Application User's Data vis-à-vis FIA Tech, subject to any counterparty interest in the same information. Data shall be secured and treated as Confidential Information subject to these Terms.
- b. FIA Tech will comply with its obligations under any applicable Data Protection Laws. "Data Protection Laws" means all laws and regulations as are applied to the processing of Personal Data, including the laws of the European Union, the European Economic Area, their member states and the United Kingdom, including (where applicable) the General Data Protection Regulation ("GDPR"); the laws of Australia, including the Australian Privacy Protection Act ("APP"); the laws of Canada, including the Federal Personal Information Protection and Electronic Documents Act ("PIPEDA"); and the data protection or privacy laws of any other country, including, without limitation, Switzerland and the Russian Federation, and any laws substantially amending, replacing or superseding any of the foregoing. FIA Tech more fully describes its commitments in a Data Protection Addendum which may be executed separately.
- c. FIA Tech will agree to the supplementary protection measures in the Standard Contractual Clauses ("SCC") if an Application User intends to transfer personal information or data from the European Union (EU), the United Kingdom (UK), or other jurisdiction which has adopted the SCC (or the national equivalent) as the legal mechanism for cross-border transfer of such information.
- d. Confidential Information shall mean Application User Data and all information that is not generally known to the public and which either party, or its suppliers, or other persons (to the extent such party owes a duty of confidence to any such person) has rights, which information is marked confidential, restricted, or proprietary by the party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat the information as confidential and/or proprietary, including, but not limited to, any intellectual property embodied in the

Services. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is subsequently learned from a third-party not subject to an obligation of confidentiality with respect to the information disclosed.

- e. For the sole purpose of providing the Services, or to comply with applicable law, FIA Tech and its service providers are granted a non-exclusive right and license to use, copy display and transmit Contact Information and Application User Data.
- f. Application User understands and agrees that in order to use the Services, their Data and Contact Information will be shared with third-parties as designated by the Application User, and will involve the transmission and processing of Data and Contact Information worldwide. At a minimum, Data and Contact Information will be processed and stored in the United States and Application User explicitly agrees to the location of such processing and storage. Application Users subject to the laws of the European Union, Switzerland, the United Kingdom, or, within the European Economic Area, transfer personal information or data according to the supplementary measures in the Standard Contractual Clauses (“SCC”) upon execution of the then-current SCC.
 - i Application User explicitly acknowledges that the primary purpose of this Service is to report information, including personal information or data, to the U.S. Federal Government’s CFTC for the purpose of fulfilling legal obligations.
- g. Both FIA Tech and Application User agree to utilize reasonable industry-accepted standard practices with respect to protecting and safeguarding the other’s Confidential Information (defined below) from any (i) unauthorized disclosure, access, use or modification; (ii) misappropriation, theft, destruction, or loss; or (iii) inability to account for such Confidential Information. Without limiting the generality of the foregoing, the receiving party will only use or reproduce the disclosing party’s Confidential Information to the extent necessary to enable the receiving party to fulfill its obligations or exercise its rights under these Terms or when legally required to disclose any Confidential Information of the disclosing party in connection with any legal or regulatory proceeding, the receiving party will, if lawfully permitted to do so, endeavor to notify the disclosing party within a reasonable time prior to disclosure and to allow the disclosing party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with these Terms. If these protective measures or other remedies are not obtained, or the disclosing party waives compliance with these Terms, the receiving party may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise all reasonable efforts

to obtain assurance that confidential treatment will be accorded to that Confidential Information.

- h. In addition, each will disclose the other's Confidential Information only to those who have a "need to know" such Confidential Information and only to the extent necessary in order to fulfill the purposes contemplated by these Terms.

3. Representations, Warranties & Indemnification.

- a. FIA Tech and Application User represent and warrant to the other that the execution, delivery, and performance of these Terms by such party have been duly approved by all necessary corporate action, and do not conflict with, or result in a material breach of any material agreement by which such party is bound, or any law, regulation, rule, judgment, or decree of any governmental instrumentality. Application User further represents that these Terms constitutes a valid and legally binding obligation of such party enforceable in accordance with its terms.
- b. Application User represents and warrants that it is authorized to bind any third to these Terms any party authorized by Application User to use the Services on Application User's behalf, including, but not limited to, employees, designees, agents, or affiliates.
- c. Application User represents and warrants that it has full authority to disclose, transmit, store, process and share all Data and Contact Information for the purposes of using the Services, and, specifically, for reporting to the CFTC.
- d. Application User shall indemnify, defend and hold harmless FIA Tech and any of its affiliates against losses arising out of any breach of, or misrepresentations in, these Terms as made by Application User.

4. Disclaimers.

- a. Use and transmission of data on any computer, system or network may be subject to delay, interruption, interference, blackout, failure, interoperability problems, systems or service unavailability or failure, hardware or software malfunction or failure, encryption failure, interception by third-parties, unauthorized access, theft; modification; or inaccuracy.
- b. FIA Tech makes no representations and warranties that use of the Services will comply with CFTC regulations regarding Ownership and Control Reporting, or any other reporting to the government authority or exchanges. Application User remains responsible for all its compliance or contractual obligations and will obtain its own counsel to advise on whether use of the Services will help Application User fulfill its obligations.

- c. EXCEPT AS EXPLICITLY SET FORTH HEREIN, FIA TECH MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES OR ANY MATERIALS PROVIDED IN CONNECTION WITH THE SERVICES (WHETHER DIRECTLY FROM THE FIA OR FROM A THIRD-PARTY, IF ANY), ARE OR WILL BE (A) FREE OF INTERFERENCE, DEFECTS OR ERRORS, OR OTHERWISE ACCURATE, (B) ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR (C) COMPATIBLE WITH APPLICATION USER'S EXISTING COMPUTERS AND/OR SYSTEMS. WITHOUT LIMITING THE FOREGOING, FIA TECH (ON BEHALF OF ITSELF AND ITS THIRD-PARTY SUPPLIERS) EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND OTHER MATERIALS, IF ANY.
5. General Limitation Of Liability. IN NO EVENT SHALL FIA TECH BE LIABLE TO THE APPLICATION USER FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT OR TORT AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF.
6. Term and Termination.
- a. These Terms shall continue in full force and effect from the Effective Date until either party terminates in accordance with this Section.
 - b. Application User may terminate these Terms upon thirty (30) days written notice to FIA Tech without cause. FIA Tech may suspend these Terms immediately upon written notice to the Application User if any activity or omission of the Application User is likely to jeopardize the security or integrity of the System; if such activity or omission is not cured to FIA Tech's satisfaction within ten (10) days following written notice, then FIA Tech may terminate these Terms; or, any material representation or warranty made by Application User proves at any time to be false when made or when deemed to be repeated.
 - c. FIA Tech may, in its sole and commercially reasonable discretion and at any time and for any reason, suspend, limit, discontinue, or change the Service, or any part thereof, or modify the Service, or any part thereof, with or without notice. Without limiting the foregoing, FIA Tech will attempt to give Application User reasonable notice of any suspension, limitation, change or discontinuance of the Service.

- d. Upon termination of these Terms, Application User Data will be destroyed unless within ninety (90) days Application User requests in writing that FIA Tech return such Data. Upon request, the parties will agree to a format and medium for such return and the costs to be paid for such Data return.
- e. In the event of any termination of these Terms, Sections 2 (Confidential Information), 3 (d) (Indemnification), and 5 (Limitation of Liability) shall survive such termination.

7. Miscellaneous Terms.

- a. These Terms shall be binding on each party's successors and permitted assignees. Neither party may assign any of its rights or delegate any of its duties under these Terms without the prior written consent of the other party which consent shall not be unreasonably withheld, and any attempted assignment in violation of this provision shall be null and void; provided, however, that FIA Tech may assign these Terms to an affiliate without the consent of Application User, and Application User may assign these Terms to an affiliate without the consent of FIA Tech.
- b. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to the application of principles of conflicts of law. Any claim arising out of or relating to these Terms or the breach, termination or validity thereof shall be adjudicated by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration of Business Disputes in effect on the date hereof. The place of arbitration shall be Washington, D.C.
- c. FIA Tech's performance under these Terms may be excused to the extent a delay or failure is caused by events outside of its control, including without limitation, network or communications disruptions, acts of God, and acts of terrorism.
- d. If any provision of these Terms shall be invalid or unenforceable under applicable law, such invalidity shall not affect the enforceability of any other provision hereof