

**Instructional Notice:** In order for an institution to participate in the FIA Technology Services, LLC. (“FIA Tech”) services made available via the FIA Tech System (i.e. the Give-Up Agreement System, the Trade Data Network, the Fees & Commissions Repository Service, Reference Data Services and other services), you must complete this **Adherence to the FIA Tech System User Agreement** (the “Adherence Agreement”), and complete the applicable opt-in form for relevant Services

The Give-Up Agreement System (“Docs”) was formerly known as the Electronic Give-Up System and Agreement (EGUS) service.

You must also read and accept Exhibit A to the Adherence Agreement - Terms & Conditions for Use of the FIA Tech System (“FIA Tech System Terms”). The FIA Tech System Terms are posted on the FIA Tech web.

All capitalized terms are defined in the FIA Tech System Terms.

The Adherence document, among other things, asks you to acknowledge and agree that e-Agreements, such as give-up agreements that are executed electronically on the FIA Tech System are legally binding in the same way as physical documents and that your institution agrees to be bound by electronic signatures.

The Adherence document and the FIA Tech System Terms are the documents governing the expectations and obligations of the entire system user community. These documents are not negotiable except in rare instances such as on behalf of a sovereign entity.

Please complete the Adherence and return the completed Adherence document including signature pages together with the applicable opt-in forms for the relevant Services to the address listed below.

By Mail:

ADHERENCE DOCUMENTATION  
FIA Technology Services, LLC  
2001 K Street NW, Suite 730 – North Tower  
Washington, DC 20006  
Phone: 202-772-3000

## **Adherence to the FIA Tech System User Agreement**

### **I Overview**

1.1. The undersigned company (“System User”) hereby applies to use FIA Technology Services, LLC’s (“FIA Tech”) services, such as the Give-Up Agreement System (“Docs”), the Trade Data Network (“TDN”), the Fees & Commission Repository Service (“FCR”), Reference Data Services and other services which may be offered by FIA Tech via the FIA Tech System (collectively, the “Service”). By signing this Adherence Agreement, the System User confirms that it has reviewed and agrees to adhere to the FIA Tech System User Agreement.

1.2. The System User acknowledges and agrees that the FIA Tech System User Agreement is comprised of (i) this Adherence document, (ii) Exhibit A to the Adherence Agreement – Terms & Conditions for Use of the FIA Tech System (the “FIA Tech System Terms”), and (iii) each Additional Service Election. The FIA Tech System Terms and applicable fees for the Services are posted on the FIA Tech website at <https://www.fia-tech.com/legal/> (Exhibit A) and <https://fia-tech.com/pricing/>.

1.3. All capitalized terms not defined herein are defined in the FIA Tech System Terms.

1.4. Nothing in the Agreement shall affect the terms of any give-up agreement (“GUA”) or other agreement or document that is executed electronically using the DOCS (“e-Agreement”), or any other terms upon which System User(s) may agree between themselves with respect to a GUA or an e-Agreement.

### **II. Specific Terms**

2.1 System User agrees that this Adherence Agreement, and the GUA(s) or e-Agreement(s) executed through the Service shall be deemed to be “in writing” and to have been “signed” for all purposes and that any electronic record of this Adherence agreement and any such GUA or e-Agreement will be deemed to be in “writing.” System User will not contest the legally binding nature, validity, or enforceability of this Adherence Agreement, nor any GUA or e-Agreement executed through the Services based on the fact that the document was entered and executed electronically and expressly waives any and all rights it may have to assert any such claim. System User agrees and acknowledges that FIA Tech and the Futures Industry Association, Inc. shall have no involvement in and no responsibility or liability related to any GUA or e-Agreement.

2.2. System User agrees that the Agreement, including the FIA Tech System Terms, and the posted fees for the Services may be amended by FIA Tech from time to time, and, further agrees that such amendments shall be binding on System User upon continued use of the Services. FIA Tech will notify your Administrator(s) of any substantive amendments to the Agreement. Such notices will be provided ten (10) United States business days prior to the effective change. All such notices will be sent by electronic mail to the address provided in this application for the Administrator.

2.3. It is System User’s obligation to keep Administrator and corporate information (the “System User Record”) up to date.

2.4. System User represents and warrants that it is authorized to bind and will be responsible for any other Person authorized by the undersigned to use the Services on System User’s behalf, including authorized employees, designees, agents, or affiliates.

2.5. If System User is subject to data laws that restrict the flow of Protected Personal Information (“PPI”), then it understands and acknowledges that FIA Tech collects, maintains, and processes PPI in one or more databases and, in the ordinary course of business, will transfer such data to the United States. System User has either: (i) determined for itself that such transfer is within an exception to any general prohibition against processing (such as, processing necessary for performance of a

contract, or legitimate business interest), or (ii) obtained the individual’s consent to such processing. FIA Tech’s undertakings with respect to security and confidentiality of PPI are in the FIA Tech System Terms.

**III. Administrator and On-Boarding Details:**

System User hereby appoints the person named in the relevant Service opt-in form as its administrator for the purpose of administering System User’s access to the Service (each an “Administrator”). System User represents that the applicable Administrator, or a designee for the Administrator, has the internal authority to give access to the Service to only those individuals authorized by System User. System User agrees that the applicable Administrator, or a designee for the Administrator, is solely responsible for controlling and monitoring the use of passwords and that the Administrator, or a designee for the Administrator, will keep such information current. The System User acknowledges and agrees that it will be bound by any actions taken through the use of passwords issued to it, including the execution of GUAs or e-Agreements, whether or not such actions were authorized, unless solely through the gross negligence or willful misconduct of FIA Tech.

System User On-Boarding Details:	
Legal Entity Name (insert corporate entity full name): _____  LEI: _____	
Initial On-Boarding Scope	
	<input type="checkbox"/> Docs Opt-In Only  <input type="checkbox"/> Docs Opt-In and Additional Services Opt-In <small>**please also return Opt-In forms required for Additional Services</small>  <input type="checkbox"/> Additional Services Opt-In Only <small>** please also return Opt-In forms required for Additional Services</small>
Docs On-Boarding Details	
Party Administrator <i>(natural person):</i>	Name: _____  Email: _____  Phone: _____  Mailing Address: _____ _____ _____

Party Role: (please check all that apply)	<input type="checkbox"/> Executing Broker <input type="checkbox"/> Clearing Broker <input type="checkbox"/> Customer <input type="checkbox"/> Trader
Storage Feature	<input type="checkbox"/> I am a customer/trader and wish to take advantage of the optional storage feature (A fee is associated with this option*).  <b>EBs, CBs, and those selecting the storage option to provide billing contact details below.</b>

\* Pricing details available at <https://fia-tech.com/pricing/>

System User represents that this Adherence Agreement constitutes a valid and legally binding obligation enforceable in accordance with all of its terms.

Signature: This Adherence Agreement is executed by System User's duly authorized signatory below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the dates written below.

System User	
Legal Entity Name:	
Participant Location:	Address here below: _____ _____ _____
Authorized Representative:	
Date:	
Name:	
Title:	
Email:	
Signature:	
<small>**with internal authority subscribe to the Services</small>	

Second Authorized Representative (if applicable):	
Date:	
Name:	
Title:	
Email:	
Signature:	
<small>**with internal authority subscribe to the Services</small>	

FIA Technology Services, LLC	
Date:	
Name:	
Title:	
Signature:	

Location of Primary Use of the Services <i>(for any applicable tax purpose)</i>	
<input type="checkbox"/> Same Address as Participant Location      - or - <input type="checkbox"/> Address here below:	 _____ _____ _____
Billing Contact <i>(Receives invoices for the Services)</i>	
Name:	
Email:	
Telephone:	
<input type="checkbox"/> Same Address as Participant Location      - or - <input type="checkbox"/> Address here below:	 _____ _____ _____
Purchase Order:	<input type="checkbox"/> Not Required <input type="checkbox"/> Required      PO Number: _____