

**1. Client details**

Company's name	Registration number
Address	LEI-number
Postcode and city	Corporate Sector, See Annex
E-mail address	Telephone

**2. Introductory provisions**

The Client and the Bank hereby enter into an agreement regarding transaction reporting in accordance with EMIR pursuant to the provisions of this Agreement.

In this Agreement, words and expressions beginning with a capital letter are defined in section 3.

A contract pursuant to this Agreement is entered into through the Client signing and returning a copy of this document. The Agreement is binding on the Bank without the Bank's signature.

**3. Definitions**

"Agreement" This agreement regarding transaction reporting in accordance with EMIR.

"Bank" Swedbank AB (publ). Reg. no. 502017-7753. LEI: M312WZV08Y7LYUC71685.

"Clearing" A way of passing the risk regarding settlement of a derivative transaction from a counterparty to a clearing organisation which accedes to the transaction as a counterparty and assumes liability for performance of the parties' obligations in the transaction.

"Client" The company stated in section 1.

"EMIR" European Markets Infrastructure Regulation (EU) no. 648/2012.

"Financial Counterparty" A financial counterparty as defined in EMIR, i.e. (i) an investment firm; (ii) a bank or other credit institution; (iii) an insurance company or other type of insurance undertaking; (iv) a fund/fund management company; (v) an occupational pension fund or pension foundation; or (vi) an alternative investment-fund managed by an AIF manager.

"LEI" A global ID number - Legal Entity Identifier - in accordance with special regulations for identification of companies.

"REGIS-TR" A trade repository in accordance with EMIR to which the Bank has chosen to report.

**4. Agreement regarding reporting and scope of the reporting**

Through this Agreement the Client instructs the Bank to perform reporting on behalf of the Client in accordance with EMIR. In order for the Bank to begin reporting, the Client must have signed and provided the Bank with this Agreement, with all client details in accordance with section 1 (including the Client's LEI number) duly filled in.

The Bank's reporting covers such transactions as the Client enters into with the Bank or which the Bank executes on behalf of the Client on a trading venue, or where the Bank only administers Clearing on behalf of the Client. Reporting by the Bank is conditional on the Bank possessing in its systems the information required for the performance of reporting.

The Bank reports counterparty data and transaction data. Insofar as relates to reporting of counterparty data, the Bank will regularly report on behalf of the Client that the Client is a Financial Counterparty and that the Client itself is the beneficiary in the transaction, i.e. subject to the rights and obligations which are a concomitant of the transaction.

The Bank shall be entitled, however not obliged, to refrain from reporting a transaction upon the occurrence of any circumstance which, in the Bank's opinion, will impede reporting or result in incorrect reporting.

**5. Specifically regarding contract and collateral valuation**

The Bank will as well report counterparty data with respect to values, value changes and evaluation methods regarding contracts and posted collateral<sup>1</sup>. The Bank will then report such values and other data which the Bank keeps in its systems or otherwise possesses, including but not limited to contract values received from the relevant CCP, trade venues or the Bank's own valuation models.

<sup>1</sup> Counterparty data pursuant to the reporting fields 17-21 (contract valuation) and 22-26 (collateral values) of the Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012

Post	Visiting address	Telephone
Swedbank	Landsvägen 40	+46 (0) 8 - 5859 0000
105 34 Stockholm	Sundbyberg	

## 6. Information regarding reported data

Information regarding data which the Bank reports on behalf of the Client shall be provided to the Client upon request, as soon as such provision can take place. Such a request must be made to the Client's contact person at the Bank.

By entering into an agreement (Non-Reporting Entity agreement) with REGIS-TR, a Client may obtain access to details reported on behalf of the Client directly from REGIS-TR.

## 7. The Client's responsibility

The Client is obliged to comply with the instructions from the Bank which the Bank deems necessary for the performance of reporting on behalf of the Client.

Notwithstanding that the Client has delegated its reporting to the Bank, pursuant to EMIR the Client remains formally responsible for its reporting.

## 8. Provision of details and the Client's duty of disclosure

The Client is aware and acknowledges that the Bank's reporting on behalf of the Bank and the Client includes confidential information and that this does not entail any violation of the Bank's confidentiality undertakings to the Client.

The Bank may also otherwise be obliged - due to the legislation, public authority regulations or decisions, provisions, agreements or other regulations - to disclose information regarding the Client and its trading. The Client consents to the Bank disclosing such information and undertakes, upon request by the Bank, to provide such information as the Bank considers necessary to enable the Bank to perform the above-mentioned obligation.

## 9. Fees

The Bank reserves the right to charge the Client fees in respect of its reporting. The introduction of any fee, or change in fee, shall take place not earlier than 30 days after notice thereon has been provided to the Client.

## 10. The Bank's liability

Reporting in accordance with EMIR is technically complicated, highly automated (without prior verification) and takes place at a distance based on a regulatory framework which, in certain respects, is ambiguous. Accordingly, the Bank provides no warranties regarding error-free reporting. Nor does the Bank assume any liability for loss (whether direct or indirect loss), which may be incurred by the Client due to incorrect reporting.

Furthermore, the Bank shall not be liable for losses due to Swedish or foreign legislative provisions, measures taken by Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, telephony or data communication outages or other similar circumstances beyond the Bank's control. The reservation in respect of strikes, blockades, boycotts, lockouts shall apply notwithstanding that the Bank is the object of, or takes, such industrial action.

Where, due to any circumstance beyond the Bank's control as stated in this section, the Bank is prevented, wholly or partially, from performing any measure pursuant to these terms and conditions, the measure may be deferred until the impediment has ceased.

## 11. Notices

Notices sent by the Bank by registered mail or ordinary mail shall be deemed to have reached the Client not later than the fifth business day after dispatch, provided the letter was sent to the address stated in this Agreement or the address last known to the Bank.

Notices sent by fax, the Internet or other electronic communication (including e-mail and notices within the Client's Internet bank) shall be deemed to have reached the Client upon dispatch where sent to the number or electronic address provided by the Client. Where such notice reaches the Client outside normal office hours, the notice shall be deemed to have reached the Client at the beginning of the following business day.

Unless otherwise stated in notice specifically provided by the Bank, notices from the Client to the Bank shall be sent to the address or the telephone or fax number stated in this Agreement. Notices from the Client shall be deemed received by the Bank on the business day on which the notice reached the Bank; however, notices received by the Bank outside normal office hours shall be deemed to have reached the Bank only on the following business day.

## 12. Term

This Agreement shall remain in force until further notice and may be terminated with immediate effect by the Bank and the Client.

## 13. Governing law and dispute resolution

This Agreement shall be governed by Swedish law. Disputes arising from the Agreement shall be determined by Swedish courts of law, in the first instance the Stockholm District Court.

## The Client's signature

Date	Signature
Name in block capitals	

## Annex to Agreement on transaction reporting in accordance with EMIR

As a background a corporate sector of the reporting counterparty needs to be included in the EMIR transaction reporting. Financial counterparties that delegate their EMIR reporting to Swedbank must thus state their appropriate corporate sector/s for the bank to be able to report on behalf of the counterparty.

In EMIR reporting there are eight corporate sectors to choose among and the counterparty must select a minimum of one and a maximum of three sectors. If more than one sector is applicable, the relevant sectors should be ranked by their relative importance to the counterparty by giving “1” to the primary sector, “2” to the secondary sector and “3” to the tertiary sector.

Relative importance	EMIR Corporate sector
	Assurance undertaking (Försäkringsföretag livförsäkring) <sup>1</sup>
	Credit institution (Kreditinstitut) <sup>2</sup>
	Investment firm (Värdepappersbolag) <sup>3</sup>
	Insurance undertaking (Försäkringsföretag sakförsäkring) <sup>4</sup>
	Alternative investment fund managed by AIFMs (Alternativ investeringsfond skött av en AIFM) <sup>5</sup>
	Institution for occupational retirement provision (Tjänstepensionsinstitut) <sup>6</sup>
	Reinsurance undertaking (Återförsäkringsbolag) <sup>7</sup>
	UCITS and its management company (UCITS-fond och dess förvaltningsbolag) <sup>8</sup>

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<sup>1</sup> Assurance undertaking authorised in accordance with Directive 2009/138/EC

<sup>2</sup> Credit institution authorised in accordance with Directive 2013/36/EU

<sup>3</sup> Investment firm authorised in accordance with Directive 2004/39/EC

<sup>4</sup> Insurance undertaking authorised in accordance with Directive 2009/138/EC

<sup>5</sup> Alternative investment fund managed by AIFMs authorised or registered in accordance with Directive 2011/61/EU

<sup>6</sup> Institution for occupational retirement provision within the meaning of Article 6(a) of Directive 2003/41/EC

<sup>7</sup> Reinsurance undertaking authorised in accordance with Directive 2009/138/EC

<sup>8</sup> UCITS and its management company, authorised in accordance with Directive 2009/65/EC