# Model G08

**Clearing Reports - File Retrieval Service**

1. **Identification**

|  |  |
| --- | --- |
| **Member name:** | **System Code:** |

1. **Technical Details**

|  |  |  |
| --- | --- | --- |
| **Operation Model** | **Clearing Reports** | **Report format** |
| Push to remote FTPS/SFTP server  Pull from OMIClear FTPS/SFTP server | Instrument Contracts | CSV |
| Daily Market Info | CSV  XML  XLSX |
| Trade History | CSV  XML  XLSX |
| Expired Trade History | CSV  XML  XLSX |
| Trading Account Position | CSV  XML  XLSX |
| Clearing Account Position | CSV  XML  XLSX |
| Mark to Market | CSV  XML  XLSX |
| Delivery Settlement Value | CSV  XML  XLSX |
| Settlement Summary | CSV  XML  XLSX |
| Settlement Statistics | CSV  XML  XLSX |
| Fees Details | CSV  XML  XLSX |
| Margin Summary | CSV  XML  XLSX |
| Collateral Details | CSV  XML  XLSX |

1. **Management of Accesses**

|  |  |  |  |
| --- | --- | --- | --- |
| **User** | **Responsible Person** | **E-mail Address** | **Telephone** |
| #1 |  |  |  |
| #2 |  |  |  |
| #3 |  |  |  |

*User access details and service communications will be sent to the above defined e-mail addresses.*

**Terms of Use**

**Scope**

Subject to the payment of the respective fee, OMIClear grants to the Client the operation and maintenance of a service that retrieves from the OMIClear Clearing System the list of end-of-day clearing reports referred in the table of paragraph 2 of this form. The resulting files, containing data that exclusively refers to the accounts held by the Client at OMIClear, can be placed on the OMIClear SFTP server for later retrieval by the Client (Pull model) or alternatively, on a remote SFTP server provided by the Client (Push model). Modification requests either to the operation model or to the set the end-of-day reports are subject to a minimum two-week setup. Modifications to the content of any file must be communicated by OMIClear at least one month in advance.

The service is scheduled to be delivered at the end of each clearing day and the files shall be provided to the Client at most until 22:00 CET of the given clearing day. In case of technical issues with the service, OMIClear shall make the necessary efforts to remediate them immediately and inform the Client in case the issues prevent the service from being fulfilled until the agreed schedule.

**License validity**

The service license is granted to the Client on the clearing day following the signature date and is valid until the end of the calendar year. The license will be automatically renewed on each calendar year unless the Client expressly cancels the service at least 30 days in advance.

**Fees and Payment Conditions**

The File Retrieval Service fee and payment conditions are defined in OMIClear’s Price List available in its website ([www.omiclear.eu](http://www.omiclear.eu)).

**Warranties**

Given the nature of this service, OMIClear makes every effort to ensure the information uploaded in the SFTP server is accurate, complete and up to date. However, OMIClear accepts no responsibility for eventual errors, mistakes or omissions relative to the information provided, nor the eventual consequences from their use.

The Client shall be fully aware that he takes full responsibility for the use of the information available.

The Client assumes the obligation to take all the measures deemed necessary for the protection of OMIClear’s rights related with this service.

The Client declares to have full knowledge, and accepts expressly, and without reserve, that OMIClear is not responsible for any damage suffered by him, within the use of this license resulting from technical failures, electricity failures, damage caused by fire or water or any other events out of the OMIClear’s control.

**Intellectual Property**

The clearing reports list identified in paragraph 2 of this form and uploaded by OMIClear in the SFTP server (OMIClear’s SFTP or Client’s SFTP, depending on the push/pull selected model) is the intellectual property of OMIClear except when referred to otherwise.

**Breach of the Viewer license obligations**

This license can be terminated immediately by notice in writing by either party if the other is in breach of any obligations established under this license and such breach is incapable of being remedied.

**Law and forum**

This contract is ruled by Portuguese law and for the resolution of any litigation regarding the validity, interpretation or application of this contract OMIClear and the Client renounce to any other forum that might be competent and agree to submit it to the Civil Court of Lisbon.

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_ /\_\_\_\_\_\_ /\_\_\_\_\_\_