# Model G08

**Clearing Reports - File Retrieval Service**

1. **Identification**

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| --- |
| Member name: System Code: |
| Technical Contacts (Emails): |

1. **Technical Details**

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| **Operation Model** | **Clearing Reports** | **Report format** |
| Push to remote FTPS/SFTP server  Pull from OMIClear FTPS/SFTP server | Daily Market Information | CSV  XML |
| Trade History | CSV  XML |
| Trading Account Position | CSV  XML |
| Clearing Account Position | CSV  XML |
| Margin Summary | CSV  XML |
| Mark to Market | CSV  XML |
| Daily Settlement | CSV  XML |
| Settlement Summary | CSV  XML |
| Settlement Summary Monthly Statistics | CSV  XML |

**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.

**Payment Conditions**

This service is subject to fee of 3.000€ / year (= 250€ x 12 months) and due by the Client on the first clearing day of each calendar year (the “reference date”). On the first billing cycle a pro rata shall be applied to the service fee.

The settlement is performed through OMIClear’s financial settlement via Target2 payment system, with value date until the 5th Clearing Day of the month following the “reference date”. VAT, invoicing and payments procedures are included in Section I.4 of OMIClear’s Price List (available to download 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 the 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:** \_\_\_\_\_\_ /\_\_\_\_\_\_ /\_\_\_\_\_\_