

OMIP MiFIDII/MiFIR Static Data and Subscription Form

Reporting Agent (complete name of the company or name of natural person)	
Status of the Agent <input type="checkbox"/> Trading/Clearing Member <input type="checkbox"/> Client (of an Investment Firm) with a Legal Entity Identifier (LEI) <input type="checkbox"/> Client (of an Investment Firm) being a Natural Person with a National ID	
Member code (if applicable) or OMIP Trading Account (in case the Participant is a Client)	
Legal Entity Identifier (LEI) or National ID for natural person	
Country where the registered office is located [according to Art. 26 MiFIR is also applicable to investment firms located outside of the European Union.]	
Name of contact person [this person will receive access credentials to OMIP's MiFIDII Reporting Web Portal]	
Email address of contact person [this email address will receive access credentials to OMIP's MiFIDII Reporting Web Portal]	
Telephone of contact person (with prefix)	
Email address of Position Holder [field <Email address of position holder> in the position reports obligations] [check ITS4]	
(if applicable) Ultimate parent LEI or Ultimate parent national ID [check ITS4]	
(if applicable) Ultimate parent email address [check ITS4]	Parent of collective investment scheme status [check ITS4] <input type="checkbox"/> TRUE <input type="checkbox"/> FALSE

Please fill in your member status or client status:

- Investment Firm
 Non-Investment Firm

Please specify the categorization applicable to the nature of your firms main business pursuant to Article 58 para 4 MiFID II in conjunction with the requirements set out in **Commission Implementing Regulation (EU) 2017/1093 (ITS 4) for position reports**, taking into account any applicable authorization:

- Investment Firm or Credit Institution
 Investment Fund
 Other Financial Institution
 Commercial Undertaking
 Operators with compliance obligations under Directive 2003/87/EC establishing a scheme for greenhouse gas emission allowance trading within the Community

Warning: In case no valid answer is received the respective item will be interpreted as “TRUE”:

Please specify the **default values** for the **RISK REDUCING INDICATOR (true/false)** for all transactions and positions that shall be used by OMIP if no other information is being provided at the order/transaction level (through joule self-servicing portal and/or at entry order level).

Will Risk Reducing Indicator be set per Transaction?

- TRUE
 FALSE

I. In case “TRUE” is chosen: *The Risk Reducing Indicator will be assigned per Transaction.*

For the initial position reporting (on End of the Day Jan 2nd 2018 if no action taken through OMIP’s MIFIDII Web Portal) the Risk Reducing Indicator will be:

- TRUE
 FALSE

[If position reporting is per Transaction and initial position is to be differentiated between True/False for current positions on End of the Day of Jan 2nd 2018 please contact OMIP Trading desk (trading@omip.pt, +351 21 0006011/12).]

For subsequent transaction reporting (Starting Jan 3rd 2018):

- TRUE
 FALSE

II. In case “FALSE” is chosen: The Risk Reducing Indicator will be assigned **per OMIP Trading Account** signaled below and each position and transaction will be reported accordingly.

[**Warning:** this option will override any Risk Reducing Indicator default mapped through the Joule self-servicing portal and/or inserted at the entry order level]

OMIP Trading Account	Risk Reducing Indicator (X)	
	True	False

Disclaimer:

If any information provided by us in this document changes, we are obliged to inform OMIP about any changes immediately. We acknowledge that OMIP assumes no responsibility at any time for the accuracy of the provided information.

OMIP MiFIDII/MiFIR Reporting Services Terms and Conditions

1 Service Selection

Transactions and positions executed on OMIP and/or registered for clearing on OMIClear

- Positions Reporting Generation of Draft Positions Report

If no information is provided OMIP will assume all boxes checked for both Non-Investment Firms and Investment Firms.

- Transactions Reporting Generation of Draft Transactions

If no information is provided OMIP will assume all boxes checked for Non-Investment Firms but not for Investment Firms.

Transactions and positions over OMIP listed products executed off-exchange and not to be registered through OMIP for clearing.

- Position Reporting Transaction Reporting

2 Service Specification

OMIP reporting services are specified in OMIP Technical Notice 01/2017.

3 Provision and Verification of Information

The Reporting Agent shall provide OMIP promptly with all information not known to OMIP but which is required by OMIP to conduct the MiFID II/MiFIR Reporting Services in a complete, accurate and timely manner according to MiFID II/MiFIR, the respective applicable national implementing legislation of MiFID II/MiFIR, applicable delegated acts of the European Commission and the procedures, standards and electronic formats published by ESMA in their respective valid version.

OMIP may use the relevant data it has (i) from its trading system, (ii) received from OMIClear, C.C., S.A. from its clearing system or that has (iii) been provided by the Reporting Agent without further investigation.

4 Responsibility for Unrequested Information

OMIP shall not be held responsible for any information directly sent by the Reporting Agent to a competent authority or for any other data not stipulated in the Commission Delegated Regulation (EU) 2017/1093 Annex I, Table 2 or Commission Delegated Regulation (EU) 2017/590 Annex I, Table 3, respectively, provided by the Reporting Agent for integration into the MiFID II/MiFIR Draft Report.

The Reporting Agent shall be responsible to timely verify the completeness, accuracy and timeliness of the MiFID II/MiFIR Draft Reports provided by OMIP and to amend these MiFID II/MiFIR Draft Reports in a complete, correct and timely manner, if needed, before the defined time limit as specified in OMIP Technical Notice 01/2017. If the Reporting Agent becomes aware of any reporting error it cannot remedy by amending the MiFID II/MiFIR Draft Reports, it will notify OMIP without undue delay.

5 Responsibilities and Technical Details

OMIP reserves the right to utilize any of the available connectivity channels and file formats specified by the competent authorities. All reports are conditional on the data that is required to enable OMIP to make such reports in a timely manner. OMIP will process the validations specified in Technical Notice 01/2017. In case it becomes apparent to OMIP that the data required to make such reports is incorrect, incomplete, invalid or not compliant with the regulatory requirements, OMIP may choose not to generate or submit a reporting file. OMIP will notify the respective Reporting Agent if such incident occurs. The obligation for reporting according to Article 58 MiFID II and Article 26 MiFIR and the regulatory responsibility for the correctness of the content, completeness, validity and compliance with the regulatory requirements of such reporting remains with OMIP.

The liability for complete, accurate and timely amendment of the MiFID II/MiFIR Draft Reports remains with the Reporting Agent.

6 Reporting details

The MiFID II/MiFIR reporting Services cover provision and reporting of positions and transactions. MiFID II/MiFIR Draft Reports are created accordingly and made available on a technical Exchange Member level. MiFID II/MiFIR Draft Reports become MiFID II/MiFIR Final Reports which are reported towards regulatory authorities either by Reporting Participant's amendments within a predefined timeframe or without amendment after the predefined timeframe has expired. The technical and procedural details are stipulated in the OMIP reporting services Technical Notice 01/2017.

The respective MiFID II/MiFIR Draft Reports will be based for (i) Transactions on end-of-day status and for (ii) Positions on end-of-day position data.

7 Confidentiality

Information transmitted in the framework of the provision of this services shall be considered

confidential. OMIP and the Reporting Agent shall exercise at least the same degree of care as they use with regard to their own confidential information, but in no event less than a reasonable degree of care in protecting the other party's confidential information.

8 Liability

The liability of OMIP shall in any case be limited to the total of all fees paid by the Reporting Agent for the twelve (12) months preceding the first written notification of a direct damage. This limitation of liability shall not apply if the damage has been caused intentionally or by gross negligence or in cases of personal injury or death of a person resulting from the negligence of OMIP.

Furthermore, OMIP shall not be liable to the Reporting Participant for any of the following:

- actions taken or any failure that has arisen from or has been caused by force majeure events
- consequences of incorrect, incomplete, invalid data or data not compliant with the regulatory requirements provided to OMIP by the Reporting Participant.
- consequences of the Reporting Participant not checking and/or amending OMIP's reporting
- the inaccuracy of any information as contained in the MiFID II/MiFIR Draft Reports that OMIP create in the ordinary course of business;
- any communication and information sent by a Reporting Participant to another service provider, non-performance of the services if caused by any technical error or any malfunction or disruption of, or error in the transmission of information that is outside the technical control of OMIP;
- any acts or omissions in relation to instructions from a Reporting Agent in relation to the provision of this services after termination of the provision of this services.

9 Fees

The fees applicable to OMIP MiFID II/MiFIR reporting services are included in OMIP price list.

10 Entry into force and term of the provision of services

Subject to OMIP acceptance and confirmation, the Reporting Agent requests that the provision of MiFID II /MiFIR Reporting Services by OMIP shall commence on:

3 / January / 2018

Date of membership (new members)

Other _____ / _____ / _____

The provision of services is concluded for an indefinite term. The provision of services may be terminated by each party with thirty (30) calendar days' prior written notice.

11 Applicable law

The provision of services shall be subject to, construed in accordance with and governed by

the laws of Portugal.

The exclusive jurisdiction for all conflicts arising in connection with the provision of the services shall be Lisbon.

Signature (Authorized Person)_____

Name	
Job Title	
Company Name	
Date	