

# REPORTING TERMS AND CONDITIONS

## GENERAL PROVISIONS

This document sets out the provisions that serve as a basis for the Reporting we will perform on your behalf. Article 3 describes in more detail the services we will provide on your behalf.

These Reporting Terms and Conditions are supplementary to the 'derivatives' section in Chapter 3 of the General Terms and Conditions Private Banking and Foundations and Associations and the chapter 'Terms and Conditions for Options and Other Derivatives' of the Terms and Conditions Securities Services via an Independent Investment Firm. In the event of any conflict between these Reporting Terms and Conditions and the General Terms and Conditions, the provisions contained in these Reporting Terms and Conditions shall prevail.

### Article 1 – Definitions

In these Reporting Terms and Conditions we make use of certain definitions which we have designated with an uppercase letter. A number of definitions have already been defined in the General Terms and Conditions. We define the new definitions below.

#### Business Day

All days from Monday to Friday on which Transactions with InsingerGilissen may take place. These do not include official Dutch public holidays, Good Friday and 1 May. A Business Day may sometimes be defined differently, for instance if a Transaction is executed on a foreign stock exchange.

#### Competent Authority

The competent authority (or authorities) under the laws and legislation governing Reporting Services.

#### Derivative contracts

Contracts in derivatives as defined in article 2, paragraph 5 of EMIR.

#### ETD

Exchange Traded Derivatives, i.e. listed derivatives traded on a regulated market (also known as Stock Exchange Derivatives).

#### ETD Derivative Contracts

Derivative contracts involving ETDs.

#### EMIR

Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, any amendments and supplements to this regulation as well as all delegated regulations and implementing acts.

#### Financial Counterparty

Any financial counterparty that meets the definition given in EMIR.

#### General Terms and Conditions

The General Terms and Conditions for Securities Services via an Independent Investment Firm applicable to your relationship with us, as amended from time to time and published on [www.insingergilissen.nl/servicesvoorwaarden](http://www.insingergilissen.nl/servicesvoorwaarden).

OR

The General Terms and Conditions Private Banking applicable to your relationship with us, as amended from time to time and published on <http://www.insingergilissen.nl/voorwaarden>.

OR

The General Terms and Conditions Foundations and Associations applicable to your relationship with us, as amended from time to time and published on <http://www.insingergilissen.nl/voorwaarden>.

#### Non-Financial Counterparty

Any non-financial counterparty that meets the definition given in EMIR.

## OTC Derivative Contracts

Derivative contracts involving OTC Derivatives.

## Reporting Services

The services provided by InsingerGilissen relating to the mandatory Transaction Reports under EMIR, as described below.

## Reporting Form(s)

The standard forms and content of the Transaction Reports that will be submitted by InsingerGilissen on your behalf and on the basis of delegation. These include the operational and technical specifications and requirements relating to the Reporting Services provided to you by InsingerGilissen and subject to the legal and regulatory requirements.

## Statement of Agreement

The statement you need to sign before we can perform Reporting Services on your behalf.

## Transaction Report(s)

The reports on Transactions that you are obliged to submit under EMIR to the Competent Authority or relevant Trade Repository and that InsingerGilissen will submit on your behalf and on the basis of delegation.

## Trade Repository

The entity designated in EMIR to which we will report the Transaction on your behalf.

## Transaction(s)

Any transaction we have received and will execute at your risk and expense that relates to an ETD- or OTC Derivative Contract that must be reported to the Competent Authority or Trade Repository under article 9 of EMIR.

## Requirements

Where Requirements are referred to in these ETD reporting terms and conditions these involve the following cumulative criteria:

- a) You have a contractual relationship with us on the basis of which we provide investment services to you;
- b) You have an active LEI code that you have furnished us with;
- c) You are a Financial or Non-Financial Counterparty.

## Article 2 – Applicability

These Reporting Terms and Conditions apply as a supplement to the General Terms and Conditions insofar as you are making use of our services in OTC- or ETD-Derivatives and we have received and processed the signed Statement of Agreement from you.

## Article 3 – Reporting Services

As part of our Reporting Services, we will collect and validate the required data, submit the Reporting Forms to the Trade Repository or Competent Authority and review any feedback from the Trade Repository or Competent Authority.

As long as you meet the Requirements, we will report each ETD- or OTC Derivative Contract submitted or communicated to us at your risk and expense and each amendment to the contract or its termination to the Competent Authority or Trade Repository. If at any time you do not meet the Requirements, for instance because your LEI code has expired, we will be unable to perform Reporting Services on your behalf.

InsingerGilissen will use Reporting Forms and submit the Transaction Reports in good time, i.e. prior to the end of the next Business Day following the day on which the ETD- or OTC Derivative Contract has been concluded, amended or terminated.

InsingerGilissen expressly only performs the services listed here under these Reporting Terms and Conditions.

You will not receive a copy of the Reporting Forms but will be notified in the usual way of (the progress of) the Transaction.

## Article 4 – Your obligations to us

You are obliged to meet the Requirements at all times at which we perform Reporting Services on your behalf. You will notify us immediately of any change to your situation that means you do not (or no longer) meet one of the Requirements.

#### **Article 5 – Outsourcing**

We may in turn outsource the Transaction Reports delegated to us under these Reporting Terms and Conditions to a professional third party.

#### **Article 6 – Amendments to the Reporting Terms and Conditions**

If EMIR gives us cause to do so, we may amend the Reporting Terms and Conditions and our services under these. The same rules apply here as to amendments to the Terms and Conditions.

#### **Article 7 – Fees**

We do not charge a fee for providing the Reporting Services.

#### **Article 8 – Duration and termination**

We will provide the Reporting Services as soon as we have received and processed the signed Statement of Agreement from you.

We provide the Reporting Services for an indefinite period. Either party may terminate the Reporting Services. We are subject to a period of notice of one month, while you may terminate it with immediate effect. In the event that it is no longer possible or permitted for us to provide Reporting Services to you, we may also terminate the agreement with immediate effect.

Our services under these Reporting Terms and Conditions also end with immediate effect when you do no longer meet the Requirements.