



Admiral Markets UK Ltd  
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## APPLICATION FORM

### EMIR<sup>1</sup> delegated reporting service

By signing this document, the Client and Admiral Markets UK Ltd ("Admiral Markets") agree that Admiral Markets shall report on behalf of the Client the transactions in derivative financial instruments that the Client has concluded or intends to conclude with Admiral Markets in accordance with Admiral Markets' Terms and Conditions of EMIR delegated reporting service.

CLIENT INFORMATION	
Legal entity name:	
Trading account number(s):	
(pre) LEI Code:	
CLIENT REPRESENTATIVE INFORMATION	
Name:	
Representation authority:	<input type="checkbox"/> Articles of Association <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other:
CLIENT	ADMIRAL MARKETS UK Ltd
Signature:	Signature:
Date:	Date:

<sup>1</sup> "EMIR" means 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.

## ADMIRAL MARKETS UK Ltd

### Terms and Conditions of EMIR<sup>2</sup> delegated reporting service

#### Taking into consideration the following:

- The Client has concluded a Client Agreement (for legal person) with Admiral Markets UK Ltd ("**Admiral Markets**"), under which the Client has entered into and/or intends to enter into derivative transactions ("**Transactions**") with Admiral Markets;
- Starting from February 12, 2014 ("**Reporting Start Date**"), pursuant to Article 9 of EMIR, the Client and Admiral Markets are each required to report the details of Transactions (and of any modification or termination) to a trade repository recognised under EMIR;
- Under Article 9(1) of EMIR, a party to the Transaction may delegate the performance of the obligation to submit the Transaction details to the other party of the Transaction;

#### Admiral Markets has established following Terms and Conditions of delegated reporting service ("**Terms**"):

##### 1. APPOINTMENT

- 1.1. By submitting to Admiral Markets the signed Application Form<sup>3</sup> the Client delegates Admiral Markets to report Transactions on behalf of the Client (as described in Clause 2 below) in accordance with these Terms and Admiral Markets accepts such an appointment ("**Reporting Service**").
- 1.2. Admiral Markets shall not be obliged to begin reporting of any Relevant Transaction<sup>4</sup> for the Client until the Client meets all the necessary criteria as established in these Terms.

##### 2. REPORTING SERVICE

- 2.1. In the framework of Reporting service Admiral Markets shall submit a transaction report to a Relevant Trade Repository<sup>5</sup> in respect of each Relevant Transaction (each a "**Transaction Report**").
- 2.2. Admiral Markets may decide not to submit a Transaction Report in respect of any Relevant Transaction if Admiral Markets reasonably considers that it does not have sufficient information to do so.
- 2.3. Admiral Markets shall make reasonable efforts to prepare Transaction Reports provided that the Client delivers to Admiral Markets the necessary Client Counterparty Data<sup>6</sup> (as described Clause 4 below).
- 2.4. Admiral Markets may delegate any of the obligations under these Terms to a subsidiary, branch, associated entity or other third party and the Client authorises Admiral Markets to do so.
- 2.5. Nothing in these Terms shall restrict the right of Admiral Markets to report the details of Transactions required to be reported by Admiral Markets under EMIR at any time to the Relevant Trade Repository on behalf of Admiral Markets.

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<sup>2</sup> "**EMIR**" means 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.

<sup>3</sup> "**Application Form**" means application form which is filled and signed by the Client in order to delegate reporting services to Admiral Markets.

<sup>4</sup> "**Relevant Transaction**" means historic and prospective transactions that are entered into between the Client and Admiral Markets that are required to be reported to a trade repository in accordance with Article 9 of EMIR.

<sup>5</sup> "**Relevant Trade Repository**" means the Depository Trust & Clearing Corporation ("**DTCC**") - the trade repository selected by Admiral Markets.

<sup>6</sup> "**Client Counterparty Data**" means the information required in respect of the Client in order to complete Table 1 of the Reporting ITS (Counterparty Data).

Client's signature: \_\_\_\_\_

### 3. REPORTING DEADLINES

- 3.1. With the reservation that the Client shall deliver Admiral Markets the signed Application Form, LEI Code and all necessary information, including the Client Counterparty Data, the reporting deadlines (the "**Reporting Deadlines**") are as follows:
- in respect of Relevant Transactions that were entered into either (i) after 16 August 2012 and that remained outstanding on the Reporting Start Date or (ii) on or after the Reporting Start Date, by the end of the working day following conclusion, modification or termination of the contract;
  - in respect of Relevant Transactions that were outstanding on 16 August 2012 and remained outstanding on the Reporting Start Date, within 90 (ninety) days of the Reporting Start Date;
  - in respect of Relevant Transactions (i) entered into prior to 16 August 2012 that were still outstanding on the 16th August, or (ii) entered into on or after 16 August 2012 where those Relevant Transactions expired before the Reporting Start Date, within 3 (three) years of the Reporting Start Date.
- 3.2. Admiral Markets can change the Reporting Deadlines immediately by publishing the amended version of these Terms, in case relevant EMIR FAQ<sup>7</sup> or applicable legislation is amended. In such a case, section 9.1 of the Terms does not apply.

### 4. CLIENT COUNTERPARTY DATA

- 4.1. The Client agrees to deliver to Admiral Markets the Client Counterparty Data by providing Admiral Markets with all information that Admiral Markets requests to enable Admiral Markets to complete the relevant fields in Table 1 of the Reporting ITS<sup>8</sup>. Admiral Markets may also obtain Client Counterparty Data from the trading platforms provided by Admiral Markets.
- 4.2. It is the Client's responsibility to ensure that all relevant data is provided to Admiral Markets in a timely manner in order to enable reporting of Relevant Transactions to commence on the Reporting Start Date in accordance with the relevant Reporting Deadline.

### 5. CONSENT TO DATA PROCESSING

- 5.1. By Client's submission to Admiral Markets of a signed Application Form, the Client consents to Admiral Markets submitting the Client Counterparty Data associated with any Relevant Transaction to:
- a legal or supervisory authority who are entitled to ask for such disclosure;
  - a registered and recognised trade repository selected by Admiral Markets;
  - any subsidiary, branch or associated entity;
  - any third persons or entities who provide services to Admiral Markets.

### 6. LIABILITY AND INDEMNITY

- 6.1. Admiral Markets shall not be liable for any loss, cost, charge, fee, expense, damage or liability, including, for the avoidance of doubt, any regulatory penalty or fine, loss of profit, revenue, business (whether direct or indirect) resulting from any act or omission made in connection with these Terms, other than to the extent arising directly from gross negligence or wilful misconduct.
- 6.2. Admiral Markets has no obligation in respect of, and shall accept no liability for, verifying the validity or accuracy of the data which the Client provides to Admiral Markets and on the basis of which part of each Transaction Report shall be formed.
- 6.3. Admiral Markets does not provide any advisory services to the Client in respect of these Terms.
- 6.4. In accordance with these Terms, Admiral Markets may be held liable only to the Client. Admiral Markets shall not be liable for any loss arising from any act or omission of the Relevant Trade Repository. Admiral Markets' entire liability to the Client in connection with these Terms is limited to EUR 1000 (one thousand euros) per calendar year.

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<sup>7</sup> "**EMIR FAQs**" means the most current Questions and Answers regarding EMIR published by European Securities Markets Authority ("ESMA").

<sup>8</sup> "**Reporting ITS**" means European Commission's Implementing Regulation (EU) No 1247/2012.

Client's signature: \_\_\_\_\_

- 6.5. The Client is at all times responsible for compliance with obligations arising from Article 9 of EMIR. The Client shall indemnify Admiral Markets against any loss, cost, expense or liability incurred by or awarded against Admiral Markets in connection with provision of Reporting Service to the Client under these Terms.

## **7. DISRUPTION TO REPORTING**

- 7.1. If Admiral Markets becomes aware of the occurrence of any disruption to Admiral Markets' ability to submit a Transaction Report ("Disruption Event") Admiral Markets shall use reasonable endeavours to resolve such Disruption Event and Admiral Markets may cease to submit Transaction Reports whilst such Disruption Event subsists.

## **8. COMMISSION**

- 8.1. Admiral Markets does not charge the Client commission or fees for providing the Reporting Services. The Client acknowledges that this condition may be subject to change in the future in accordance to the procedure stipulated in Clause 9 and that in such an event any applicable commission or fee for Reporting Service is established with the Price List of Admiral Markets.

## **9. MODIFICATION, TERMINATION AND TRANSFER OF RIGHTS**

- 9.1. These Terms may be amended by Admiral Markets as and when required by changes in reporting requirements, systems or processes, applicable legislation or for any other similar reason. Admiral Markets shall notify the Client 7 (seven) days in advance of any such changes by email or through the Admiral Markets' website.
- 9.2. Admiral Markets may terminate the provision of the Reporting Service at any time upon giving the Client not less than 1 (one) month prior written notice. The Client may revoke the appointment stipulated by Clause 1 at any time by giving Admiral Markets not less than 5 (five) business days' prior written notice.
- 9.3. In addition, Admiral Markets may immediately terminate the provision of the Reporting Service to the Client:
- on the occurrence of permanent insolvency or initiation of bankruptcy proceedings with respect to the Client;
  - if, in Admiral Markets' opinion the Client is in material breach of its obligations arising of these Terms or any other agreements between the Client and Admiral Markets or of any rules or regulations of a supervisory authority or applicable law material to the Client's ability to perform the Client's obligations under these Terms.

## **10. FINAL PROVISIONS**

- 10.1. Both Admiral Markets and the Client represent and warrant of having the requisite power and authority to be guided by these Terms and to perform the obligations hereunder.
- 10.2. To the extent that there is any conflict or inconsistency between the Terms and the terms of any other agreement between the Client and Admiral Markets, the terms set out in these Terms shall supersede and prevail over the relevant terms of such other agreement, unless Admiral Markets and the Client have agreed otherwise in writing.
- 10.3. All disputes or situations not covered by these terms and conditions will be resolved according to Admiral Markets Procedure for Resolution of Client Complaints.
- 10.4. In case these Terms were presented to the Client in a language other than English and in case of any inconsistency between English and other language version of these Terms, the English version available on the Admiral Markets' website shall prevail.
- 10.5. These Terms are governed by the legislation of the Republic of United Kingdom and are subject to exclusive jurisdiction of United Kingdom courts.

Client's signature: \_\_\_\_\_