NATIXIS
CORPORATE AND
INVESTMENT BANKING

EMIR ONBOARDING PACK

Implementation of European OTC Derivatives Regulation



GROUPE BPCE

Dear Client,

As part of the implementation of the European EMIR (European Market Infrastructure Regulation) regulation, which governs over-the-counter derivative products, we kindly request that you complete and return the attached document, This document, referred to as the "EMIR Onboarding Pack," requires signature by a duly authorised representative. This information is crucial for Natixis to be able to conclude over-the-counter (OTC) derivatives with your entity.

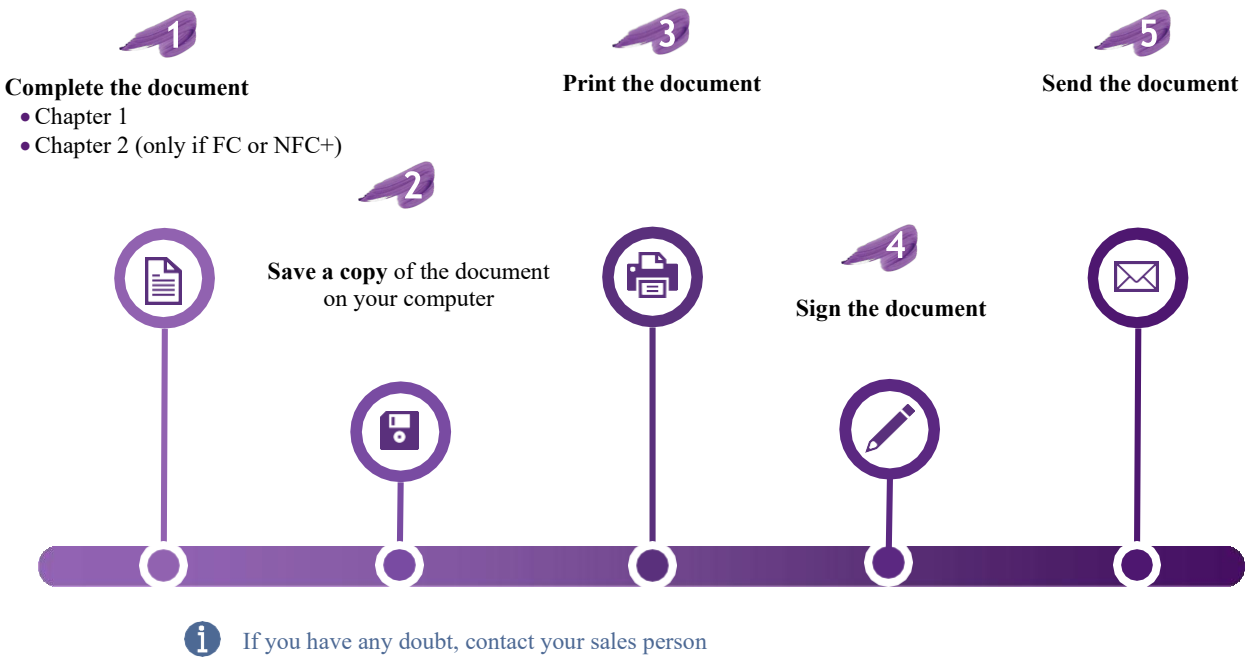
If your activities are also subject to US or Canadian derivatives regulations, our Onboarding team will contact you separately to request any additional required information.

To ensure the compliance of our exchanges, please return this document as soon as possible to the email address indicated below.

A glossary is available on the Natixis website (https://natixis.groupebpce.com/about-us/compliance/) for a detailed understanding of the terms used.

We thank you for your valuable cooperation and remain at your disposal for any questions.

Email	Address
Regulatory_CSG@natixis.com	Rua Santos Pousada, 220 4000-478, Porto, Portugal



If you have any doubt, contact your sales person

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NATIXIS
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TO BE COMPLETED

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PART 1 – CLIENT GENERAL INFORMATION

Should you have any question or concerns regarding Part 1, please contact us at Regulatory_CSG@natixis.com

1.1 LEGAL ENTITY INFORMATION

Legal Entity Name* (hereinafter the "Client")	
Legal Entity Identifier (LEI)*	
LEI Branch (is relevant)	
Address*	

1.2 YOUR POINT OF CONTACT

Name*	
Title*	
Email*	
Telephone*	

1.3 CLIENT / COUNTERPARTY INFORMATION

1.3.1 Please state your nature under EMIR*:

☐ F = Financial Counterparty
☐ N = Non-Financial Counterparty
☐ C = Central Counterparty
☐ O = Other

1.3.2 Please state your status under EMIR*:

☐ Exempt
☐ FC (Financial Counterparty)
☐ SFC (Small Financial Counterparty)
☐ NFC+ (Non-Financial Counterparty) above the clearing threshold
☐ NFC- (Non-Financial Counterparty) below the clearing threshold

By completing your EMIR status, you undertake to notify Natixis immediately of any effective change in your status at the following address: Regulatory_CSG@natixis.com

If you have selected NFC+, please indicate all asset classes in which you exceed the clearing threshold :

☐ Credit - EUR 0.8 billion
☐ Equity - EUR 0.7 billion
☐ Interest Rates - EUR 2.2 billions
☐ Foreign Exchange - EUR 3 billions
☐ Commodities - EUR 4 billions

Should you be unable to identify the asset classes subject to the threshold breaches, the netting obligation shall automatically apply to all categories of OTC derivative contracts subject to the clearing obligation in accordance with EMIR provisions.

1.3.3 Please state your corporate sector under EMIR*:

If your entity is a Financial Counterparty (FC) this field contains the corresponding code defined in the FC taxonomy (tick the code corresponding to the sector of your entity):

☐ "INVF" an investment firm authorized in accordance with Directive (EU) 2014/65 (MiFID II)
☐ "CDTI a credit institution authorized in accordance with Directive 2013/36/EU (CRD)

* Mandatory fields

☐ "INUN" an insurance or reinsurance undertaking authorized in accordance with Directive 2009/138/EC (Solvency II)

☐ "UCIT" a UCITS and, where relevant, its management company authorized in accordance with Directive 2009/65/EC of the European Parliament and of the Council (4), unless that UCITS is set up exclusively for the purpose of serving one or more employee share purchase plans;

☐ "ORPI" an institution for occupational retirement provision (IORP) as defined in point (1) of Article 6, of [2] Directive (EU) 2016/2341 (IORP)

☐ "AIFD an alternative investment fund (AIF) as defined in point (a) of Article 4 (1) of Directive 2011/61/EU of the European Council (6), which is either established in the Union or managed by an alternative investment fund manager (AIFM) authorized or registered in accordance with that Directive, unless that AIF is set up exclusively for the purpose of servicing one or more employee share purchase plans, or unless the AIF is a securitization special purpose entity as referred to in point (g) of Article 2 (3) of Directive 2011/61/EU, and, where relevant, its AIFM established in the Union.

☐ "CSDS" a central securities depository approved in accordance with Regulation (EU) No 909/2014 (CSDR)

If your entity is a Non-Financial Counterparty (NFC) this field contains the corresponding code(s) defined in the NFC taxonomy: (tick the code corresponding to the sector of your entity):

☐ "A" Agriculture, forestry and fishing;
☐ "B" Mining and quarrying;
☐ "C" Manufacturing;
☐ "D" Electricity, gas, steam and air conditioning supply;
☐ "E" Water supply, sewerage, waste management and remediation activities;
☐ "F" Construction;
☐ "G" Wholesale and retail trade; repair of motor vehicles and motorcycles;
☐ "H" Transportation and storage;
☐ "I" Accommodation and food service activities;
☐ "J" Information and communication
☐ "K" Financial and insurance activities;
☐ "L" Real estate activities;
☐ "O" Public administration and defense; compulsory social security ;
☐ "P" Education;
☐ "Q" Human health and social work activities;
☐ "R" Arts, entertainment and recreation ;
☐ "S" Other service activities;
☐ "T" Activities of households as employers; undifferentiated goods – and services – producing activities of households for own use;
☐ "U" Activities of extra-territorial organizations and bodies.

If several activities are reported, the codes are given in order of the relative importance of the corresponding activities.

1.4 YOUR STATUS UNDER DODD-FRANK

As a foreign bank and registered swap dealer, Natixis applies the Dodd-Frank requirements for transactions conducted with counterparties qualified as "U.S. persons" for DFA purposes. In order to identify whether our relationship falls under the DFA regime applicable to over-the-counter (OTC) derivatives, please indicate your status as a "US Person" or check the box for "None of the above" below:

☐ US Resident or Entity
☐ US Person as per the CFTC 2020 Rules/SEC Rules
☐ US Person Guarantee as per the CFTC 2020 Rules
☐ Swap Entity Significant Risk Subsidiary as per CFTC 2020 Rules
☐ US Person as per CFTC 2013 Interpretative Guidance
☐ US Person Guarantee as per CFTC 2013 Interpretative Guidance
☐ None of the Above.

Please refer to the actual US Self Disclosure letter for definitions and information:
https://www.isda.org/a/RMRTE/ISDA-U.S.-Self-Disclosure-Letter-011521.docx
If you have selected any of the US Person status above, we will send you the Dodd-Frank Onboarding Pack. Upon receipt, please complete the Dodd-Frank Onboarding Pack and return it to "Regulatory_CSG@natixis.com".

1.5 YOUR CANADIAN PERSON STATUS

Natixis applies Canadian regulatory requirements for OTC derivatives. In order to identify whether or not our relationship is concerned by the Canadian rules, **please state your Canadian Person status*:**

☐ Affiliate of a Canadian Person / Guaranteed by a Canadian Person

☐ Canadian Person

☐ None of the above

If you are a Canadian Person, the Onboarding team will contact you to fill out the Canadian Representation Letter

PART 2 - OPERATIONAL REQUESTED INFORMATION

2.1 OPERATIONAL DATA

Interest Rate Derivatives	**Affirmation/Confirmation** Markit Wire : ☐ Code BIC Markit : Email for paper confirmation: Use of the Natixis web portal to sign confirmations: ☐	**Payments** Future cash flow report by email: ☐ Transaction by transaction payment notice: ☐ Payment netting: ☐ SEPA Direct Debit: ☐ Automatic debit from your account (MT101/pain.001): ☐ Email for payment communications: Email for payment issues: Swap Agent Member: ☐ CLS for currency SWAP settlements: ☐	**Clearing house** SWAPCLEAR: ☐ EUREXCLEAR: ☐ JSCC: ☐ CME: ☐
	Please provide any additional relevant information		

If you have any questions, please contact ird.ops@natixis.com

Foreign Exchange and Securities Lending	**Affirmation/Confirmation** SWIFT : ☐, BIC Receiver: Confirmation platform: Bloomberg FX: ☐ FXALL: ☐ FINASTRA CMS: ☐ FXConnect-TradeNexus (ex GTSS): ☐ 83J: Name and account number 82J/87J: Legal name Email for paper confirmation: Use of the Natixis web portal to sign confirmations: ☐	**Payments** Payment netting: ☐ Automatic debit from your account (MT101/pain.001): ☐ SEPA Direct Debit: ☐ Email for payment communications: Email for payment issues: CLS: ☐ CLS BIC: CLS Code Entity: CLS Code Fund: Receipt of confirmation in addition to the CLS dispatch: ☐
	Clearing house FOREXCLEAR:☐ Please provide any additional relevant information	

If you have any questions, please contact fxmm.ops@natixis.com

Commodities	**Affirmation/Confirmation** Email for paper confirmation: eConf (financail derivatives): ☐ EQUIAS (physical delivery): ☐ SWIFT (precious metals): ☐, BIC Receiver:	**Paiements** Payment netting: ☐ Automatic debit from your account (MT101/pain.001): ☐ SEPA Direct Debit: ☐ Email for payment communications: Email for payment issues:
	Please provide any additional relevant information	

If you have any questions, please contact cmd.ops@natixis.com

Credit Derivatives	**Affirmation/Confirmation** Markit Wire : ☐ Code BIC Markit: Email for paper confirmation:	**Payments** Payment netting: ☐ Automatic debit from your account (MT101/pain.00 SEPA Direct Debit: ☐ Email for payment communications: Email for payment issues: CLS: ☐	**Clearing house** ICE CLEAR CREDIT:☐ CDS CLEAR: ☐
	Please provide any additional relevant information		

If you have any questions, please contact crd.ops@natixis.com

Equity Derivatives	**Affirmation/Confirmation** Markit Wire : ☐ Code BIC Markit : Email for paper confirmation:	**Payments** Payment netting: ☐ Email for payment communications: Email for payment issues:
	Please provide any additional relevant information	

If you have any questions, please contact eqd.ops@natixis.com

Portfolio Reconciliation	Portfolio receipt: ☐ Portfolio dispatch: ☐	Use of Tri Optima for portfolio reconciliation: ☐ Tri Resolve ID for Tri Optima:
	Contact	
	Please provide any additional relevant information	

If you have any questions, please contact Portfolioreconciliation@natixis.com

Collateral Management	AcadiaSoft Member: ☐	AMP Id (Acadia):
	Contact (Notification email for Margin Calls) Are you opting to receive the Valuation Report to Portfolio managers? ☐ Contact	
	Please provide any additional relevant information	

If you have any questions, please contact collat-contract-nego@natixis.com

2.2. BANK DETAILS FOR MONEY TRANSFERS

Please provide your settlement details using the form below or any other document already in your possession (settlement/delivery instruction file).

If you have chosen automatic debit from your account via MT101/pain001 message or SEPA Direct Debit, please ensure to provide below the IBANs of the accounts concerned and the BIC codes of the banks concerned.

CURRENCY N°1

Asset class	☐ All	☐ Equity	☐ Commodity	☐ Rates	☐ Forex	☐ Credit	☐ Money Market
Currency							
Institution name							
Institution BIC			Institution AC Number				
Intermediary BIC			Intermediary AC Number				
Correspondent BIC							
Comment							

CURRENCY N°2

Asset class	☐ All	☐ Equity	☐ Commodity	☐ Rates	☐ Forex	☐ Credit	☐ Money Market
Currency							
Institution name							
Institution BIC			Institution AC Number				
Intermediary BIC			Intermediary AC Number				
Correspondent BIC							
Comment							

CURRENCY N°3

Asset class	☐ All	☐ Equity	☐ Commodity	☐ Rates	☐ Forex	☐ Credit	☐ Money Market
Currency							
Institution name							
Institution BIC			Institution AC Number				
Intermediary BIC			Intermediary AC Number				
Correspondent BIC							
Comment							

CURRENCY N°4

Asset class	☐ All	☐ Equity	☐ Commodity	☐ Rates	☐ Forex	☐ Credit	☐ Money Market
Currency							
Institution name							
Institution BIC			Institution AC Number				
Intermediary BIC			Intermediary AC Number				
Correspondent BIC							
Comment							

PART 3 – CONTRACTUAL AGREEMENTS

3.1 EMIR AGREEMENT (non FBF Version)

Background :
EMIR Regulation strengthens the security ofOTC derivatives transactions (the "Transactions") as well as risks mitigation by imposing several requirements, , in particular mandatory trade reporting and implementation of risk mitigation techniques (the "**EMIR Requirements**").

To ensure and simplify compliance with EMIR Requirements, the International Swaps and Derivatives Association (the "ISDA"), a a market association representing participants to the derivatives market, has developed several contract templates (the "Protocols") which we propose you use in this context:

1. **ISDA 2013 EMIR NFC REPRESENTATION PROTOCOL** enables parties to represent their EMIR classifications and to deal with the consequences of transacting on the basis of an incorrect classification;

2. **ISDA 2013 REPORTING PROTOCOL** contains parties' consent to the disclosure of information with respect to reporting obligations.

3. **ISDA 2013 EMIR PORTFOLIO RECONCILIATION, DISPUTE RESOLUTION AND DISCLOSURE PROTOCOL** enables parties to comply with portfolio reconciliation and dispute resolution requirements imposed by EMIR, and includes as well a disclosure waiver helping parties to ensure they can meet the various reporting and record keeping requirements under EMIR without breaching confidentiality restrictions.

In order to comply with the EMIR Requirements, you have the choice between the following options:

i) adhere to the Protocol directly on the ISDA website. In such case, you should the fill Part 3.1.1; or
ii) Provide your approval under Part 3.1.2.

If you have chosen option (ii), please tick the following box: ☐

3.1.1 Adherence to the Protocols

☐ You have adhered to the Protocols and your name appears as Adhering Organization on the relevant section of the ISDA website;

and

☐ You haveshared the relevant information on Markit ISDA Amend website.

3.1.2 EMIR Requirements Agreement

3.1.2 Agreement regarding EMIR requirements

I. Effectiveness of the ISDA Protocols regarding agreements concluded with Natixis

Notwithstanding the terms and conditions of the ISDA Protocols, the Client accepts to be bound by each ISDA Protocol in respect of:

(i) the ISDA master agreement or any written agreement (other than an ISDA master agreement) governing the terms and conditions of one or several Derivatives transactions (herein referred to as the "Other Master Agreement") entered into or to be entered into with Natixis;

(ii) the Transactions entered into with Natixis, whether those Transactions are still outstanding or not as of the execution date of this agreement;

(iii) the Transactions to be entered into with Natixis from the execution date of this agreement;

as if the ISDA master agreement or the Other Master Agreement to be entered into with Natixis were a "*Protocol Covered Agreement*" under the relevant ISDA Protocol, or, if not, a "*Covered Master Agreement*".

The Client agrees that the terms with capital letters not defined in this agreement shall have the meaning ascribed to them in the relevant ISDA Protocol, and, if not, in the ISDA Master Agreement. In case of an Other Master Agreement, if the terms with capital letters are not defined in this agreement or in the relevant ISDA Protocol (including but not limited to the terms of "Additional Termination Event", "Affected Transaction", "Affected Party", "Early Termination Date", "Market Quotation", "Loss", "Event of Default", "Early Termination Amount" and "Notice"), the Counterparty agrees that the equivalent definition set forth in the Other Master Agreement, as adapted where needed, will apply.

2. Further Assurances

The Client agrees to use all reasonable efforts to enter into any agreements,documentation or arrangements that may be required to give effect to the foregoing obligations and undertakings, as well as to put in place any arrangements required to be implemented with respect thereto as soon as reasonably practicable.

3. Representations of the Client

3.1 The Client shall refer to Natixis' representations or information set forth in the adherence letter by Natixis to each ISDA Protocol.

3.2 In respect of the « NFC Representation Protocol » published on 8th March 2013, in the latest version published on the ISDA website:

- The Client represents to Natixis its EMIR classification as follows:

☐ It is a party making the NFC Representation (Non-Financial counterparties with an exposure to OTC derivatives which does not exceed the threshold)

☐ It is a NFC+ Party making the NFC Representation (Non-Financial counterparties with an exposure to OTC derivatives which exceeds the threshold)

☐ It does not make the NFC Representation (Financial counterparties)

- The Client undertakes to notify any change of its status to the following address: Regulatory_CSG@natixis.com
- The Client represents that it chooses to use the Markit Counterparty Manager services:

DTCC Account Number: ☐

LEI -Legal Entity Identifier: *identical to the information provided in Part 1*

3.3 In respect of the ISDA Protocol « Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol » published on 19th July 2013 , in the latest version published on the ISDA website:

- The Client represents to Natixis its status for portfolio reconciliation as follows:

☐ Portfolio Data Receiving Entity (party receiving portfolio data)

☐ Portfolio Data Sending Entity
(party in charge of issuing portfolio data)

- The Client specifies the following place(s) for the purposes of the definition of Local Business Day as it applies to it:

☐

Where the Client uses a third-party service provider or an Affiliate as agent, the Client represents, as the case may be, to Natixis that:

☐ It may use a Third Party Service Provider for the purposes of Part I(3) of the Protocol.

or

☐ It appoints the following Affiliate with respect to Part I (3) of the Protocol: ☐

The Clients confirms to Natixis that the following contact details provided under Part 2 are applicable for the purpose of this Part 3:

☐ Portfolio Data contact details:

☐ Contact details for a Notice of a discrepancy:

☐ Contact details for a Dispute Notie:

4. Investment / Asset Manager

In the case where this agreement is entered into with Natixis by an Investment Manager or an Asset Manager as agent on behalf of one or several entities, such agent represents that:

It is an Investment Manager, acting on behalf of the clients, investors, funds, accounts and/or other principals listed in the relevant Covered Master Agreement entered or to be entered into between it (as Agent) and Natixis.

Or

It is an Asset Manager, acting on behalf of the clients, investors, funds, accounts and/or other principals listed will prevail.
in the relevant Covered Master Agreement entered or to be entered into between it (as Agent) and Natixis.

3.2 TRANSACTION REPORTING

THIS SECTION MUST ONLY BE FILLED-IN BY COUNTERPARTIES LOCATED IN THE EUROPEAN UNION
COUNTERPARTIES LOCATED OUTSIDE THE EU CAN IGNORE THIS SECTION.

Should you are subject to UK Onshore EMIR Reporting obligation and would like to delegate your reporting obligation to NATIXIS, please contact us at Regulatory_CSG@natixis.com

EMIR requires that the parties to a derivatives transaction report the common data and specific counterparty data to a registered or recognized trade repository .
Each transaction must be reported with a Unique Trade Identifier (UTI) approved by the ESMA or otherwise agreed between the parties.

REPORTING MANAGEMENT

You can delegate your EMIR reporting obligation to NATIXIS. If you would like to do this, we will send you a separate bilateral agreement to sign (the "Reporting Delegation Agreement").

If you delegate trade reporting to NATIXIS, all trades will be reported on your behalf to the Trade Repository (as defined in Chapter 3 – Part 3 "General Terms & Conditions of the Reporting").
For further information, please do not hesitate to contact: Regulatory_CSG@natixis.com.
Please note that in addition to the execution of the Reporting Delegation Agreement, you are required to provide reporting permission to the Trade Repository directly. You will receive an email to approve or reject this permission. Natixis will not report any transactions on your behalf until you have provided such approval. For detailed definitions, please consult the Glossary provided separately .

This service is provided free of charge and does not require you to register with the Trade Repository. However, you can choose to register with the Trade Repository in order to consult all trades reported on your behalf (whether by NATIXIS or other counterparties you may trade with).

Please state your choice regarding reporting options

☐ Delegate trade reporting to NATIXIS (NATIXIS will be responsible for issuing the UTI)

Frequency for receiving report of positions reported on your behalf (the report will show outstanding positions at close of business on the preceding day):

☐ Daily

☐ Weekly, please indicate the Day of Week to receive your portfolio (e.g.: Monday):

☐ Monthly, please indicate the Day of Month to receive your portfolio (e.g.: 1):

☐ Quarterly, please indicate the anniversary date (e.g.: 1st April):

☐ Annual, please indicate the anniversary date (e.g.: 1st January):

☐ Do not delegate trade reporting to NATIXIS

Concerning only the FC

For Asset Managers, the elections provided here will apply to all European funds and sub-funds that you will list page 15
Please state your choice regarding reporting options:

☐ Your Company and NATIXIS will follow the UTI-generation waterfall process, in accordance with Article 7 of the ITS EMIR Refit Reporting and the ESMA Guidelines section 3.11.
☐If required, agreement between counterparties:
☐NATIXIS always generates the UTI
☐Natixis and your Company will use the ASCII sorting method (§197 ESMA Guidelines for reporting under EMIR)

Additional Comment:

Should you have any question or concern regarding EMIR trade reporting, please reach out to EMIR-reporting@natixis.com

3.3 NFC- DELEGATION OF REPORTING HANDLED BY NATIXIS ON BEHALF OF THE CLIENT

Financial Counterparties (such as NATIXIS), are bound to report any derivatives not subject to the clearing obligation executed with a Non-Financial Counterparty (NFC-).

If you do not wish for Natixis to report on your behalf, please tick the following box. Otherwise the terms of the "EMIR Reporting Agreement to be performed by NATIXIS" will apply : ☐

1. EXECUTION OF THE AGREEMENT

The Client confirms that it is not willing to report the Transactions on its own as provided in paragraph 3 of Article 9.1 (bis) of EMIR.

Thus, NATIXIS will report the Transactions on behalf of the Client to the Trade Repository (as defined in Chapter 3 – EMIR Reporting Agreement to be performed by NATIXIS) as mentioned under Article 9.1 (bis) of EMIR in order to fulfill its Reporting Obligation.

By signing the EMIR Pack, the Client agrees to the terms of the EMIR Reporting Agreement to be performed by NATIXIS.

3.4 PERSONAL DATA

NATIXIS will collect information about you. The details of the purposes and reasons for this collect, its retention period as well as the rights you have regarding your data are provided in the information notice at the following link:

https://home.cib.natixis.com/data-protection .

NATIXIS will duly inform you of any change made to this information notice.

NATIXIS Data Protection Officer : mailing address : BP 4 - 75060 Paris Cedex 02 - dpo@natixis.com



TO BE COMPLETED
(FC ET NFC+ CATEGORIES ONLY)

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PART 1 - Information about Funds and Sub-Funds

THIS PART MUST ONLY BE FILLED-IN BY THE ASSET MANAGER ONBOARDING FUNDS AND SUB-FUNDS

For the funds and sub-funds listed below, choices made in Chapter 1 – Part 2
(Operational requested information) are applied by default.

Comment

FUND OR SUB-FUND N°1

Legal name of fund or sub-fund

Legal Entity Identifier (LEI)

US Person status

☐ US Resident or Entity
☐ US Person as per the CFTC 2020 Rules/SEC Rules
☐ US Person Guarantee as per the CFTC 2020 Rules
☐ Swap Entity Significant Risk Subsidiary as per CFTC 2020 Rules
☐ US Person as per CFTC 2013 Interpretative Guidance
☐ US Person Guarantee as per CFTC 2013 Interpretative Guidance
☐ None of the Above.

Canadian Person status

☐ Non-Canadian Person but affiliated with a Canadian person or guaranteed subsidiary of a Canadian person
☐ Canadian person
☐ None of the above

UMR

☐ The fund has crossed the AANA threshold: indicate the date ……. ./ ……. / ……
☐ The fund estimates it is likely to cross the AANA threshold of EUR 8 billion within the next twelve months
☐ The fund is not concerned by the above case

EMIR Classification ☐ FC ☐NFC- ☐NFC+ ☐ SFC

FUND OR SUB-FUND N°2

Legal name of fund or sub-fund | Legal Entity Identifier (LEI)

US Person status

☐ US Resident or Entity
☐ US Person as per the CFTC 2020 Rules/SEC Rules
☐ US Person Guarantee as per the CFTC 2020 Rules
☐ Swap Entity Significant Risk Subsidiary as per CFTC 2020 Rules
☐ US Person as per CFTC 2013 Interpretative Guidance
☐ US Person Guarantee as per CFTC 2013 Interpretative Guidance
☐ None of the Above.

Canadian Person status

☐ Non-Canadian Person but affiliated with a Canadian person or guaranteed subsidiary of a Canadian person
☐ Canadian person
☐ None of the above

UMR

☐ The fund has crossed the AANA threshold: indicate the date ……. ./ ……. / ……
☐ The fund estimates it is likely to cross the AANA threshold of EUR 8 billion within the next twelve months
☐ The fund is not concerned by the above case

EMIR Classification ☐ FC ☐NFC- ☐NFC+ ☐ SFC

FUND OR SUB-FUND N°3

Legal name of fund or sub-fund | Legal Entity Identifier (LEI)

US Person status

☐ US Resident or Entity
☐ US Person as per the CFTC 2020 Rules/SEC Rules
☐ US Person Guarantee as per the CFTC 2020 Rules
☐ Swap Entity Significant Risk Subsidiary as per CFTC 2020 Rules
☐ US Person as per CFTC 2013 Interpretative Guidance
☐ US Person Guarantee as per CFTC 2013 Interpretative Guidance
☐ None of the Above.

Canadian Person status

☐ Non-Canadian Person but affiliated with a Canadian person or guaranteed subsidiary of a Canadian person
☐ Canadian person
☐ None of the above

UMR

☐ The fund has crossed the AANA threshold: indicate the date ……. ./ ……. / ……
☐ The fund estimates it is likely to cross the AANA threshold of EUR 8 billion within the next twelve months
☐ The fund is not concerned by the above case

EMIR Classification ☐ FC ☐NFC- ☐NFC+ ☐ SFC

PART 2 - Information regarding the initial margin call obligation

I. Information regarding the AANA threshold

If you have selected "FC", "SFC" or "NFC+" under section 1.3 (Part 1), please provide us with the following information regarding regulatory initial margin requirements.

1. Are you a member of an AANA Group?

Yes ☐

No ☐

2. AANA Group Parent Company. If you answered "Yes" to the above question, please also provide us with the following information regarding the AANA Group Parent Company

Legal name:

Legal Entity Identifier (LEI):

Adress:

City:

Country: Postal code:

3. AANA Threshold Estimation: Please indicate below if you (i) have already crossed the AANA threshold, (ii) are likely to cross the AANA threshold in the coming year, or (iii) have not crossed and do not expect to cross the AANA threshold in the coming year.

This information is provided to Natixis for indicative purposes, so that we can plan the necessary documentation as well as any other changes required to comply with regulatory initial margin requirements.

☐ You have already crossed the AANA threshold;

☐ You estimate that you are likely to cross the AANA threshold of EUR 8 billion within the next twelve months;

☐ You are not concerned by the above cases;

If you selected "You have already crossed the AANA threshold", please indicate the date on which you became eligible below:

II. Glossary

"AANA" means an aggregate average notional amount of end-of-month non-centrally cleared derivatives, as calculated in accordance with the EU Margin Calculation Requirements.

"AANA Group" means a "group," as defined in Article 2(16) EMIR.

"Parent Company" means "parent undertaking" as defined in Articles 1 and 2 of Directive 83/349/EEC.

PART 3 -General Terms & Conditions for Reporting Delegation

BETWEEN:
NATIXIS a joint stock company (société anonyme) established under French law having its registered office at 7 Promenade Germaine Sablon, 75013 Paris, FRANCE;

(hereinafter "**NATIXIS"**)

AND:
The Client

(each, a ***Party***, and together, the ***Parties***).

WHEREAS:

The Client will enter, or has entered into certain OTC derivatives contracts, in relation to which NATIXIS will be the Client's counterparty (the "**Contracts").** In relation to these Contracts, NATIXIS will have the obligation to report certain details to a trade repository on behalf of the Client, as mentioned under Article 9.1 (bis) of EMIR modified by EMIR Refit (the "**Reporting Obligation**") and the Client has confirmed that it is not willing to report the Contracts on its own as provided in paragraph 3 of Article 9. 1 (bis) of EMIR modified by EMIR Refit.

To comply with such Reporting Obligation, NATIXIS has entered into a user agreement with the Trade Repository, under which the Trade Repository will act as trade repository for the purpose of reporting the details of the Contracts.

These general terms and conditions (the "**General Terms and Conditions**") sets out the obligations of each Party in order for NATIXIS to meet its obligation under Article 9.1 (bis) of EMIR modified by EMIR Refit.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In these General Terms and Conditions, the following words and expressions shall have the following meanings:

Applicable Law means any and all applicable laws and regulations (including, for the avoidance of doubt but without limitation, the Reporting Obligation and the EMIR Rules), judicial orders and decisions, and rules, regulations, interpretations and protocols, as amended from time to time;

Delegated Regulation means the Delegated Regulation (EU) No 148/2013 of 19 December 2012;

EEA means European Economic Area;

EMIR means Regulation (EU) No. 648/2012 on OTC derivatives, central counterparties and trade repositories;

EMIR Refit means Regulation (EU) No. 2019/834 amending Regulation (EU) No 648/2012 as regards the clearing obligation, the suspension of the clearing obligation, the reporting requirements, the risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty, the registration and supervision of trade repositories and the requirements for trade repositories;

EMIR Rules means Regulation (EU) No. 648/2012 on OTC derivatives, central counterparties and trade repositories and all Commission delegated and implementing regulations made thereunder including, without limitation, the Delegated Regulation, the ITS and any relevant ESMA guidance, questions and answers document or similar interpretive issued in relation to EMIR, and the Regulation (EU) No. 2019/834 amending Regulation (EU) No 648/2012 as regards the clearing obligation, the suspension of the clearing obligation, the reporting requirements, the risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty, the registration and supervision of trade repositories and the requirements for trade repositories;

ESMA means the European Securities and Markets Authority;

ITS means Commission Implementing Regulation (EU) No 2022/1860 of 10 June 2022 and any subsequent related regulation;

Losses means for the purpose of this provision expenses, losses, damages, liabilities, demands, charges, actions, fines, penalties, awards and claims of any kind or nature whatsoever (including any reasonable legal or other reasonable costs) and expenses relating to investigating or defending the same;

Report means a report submitted by NATIXIS to the Trade Repository on behalf of the Client in respect of a Contract in accordance with the Agreement;

Reporting Annexes means the Annexes to the Commission Delegated Regulation (EU) No 2022/1855 and Commission Implementing Regulation (EU) No 2022/1860;

Trade Repository means the trade repository as elected by NATIXIS;

Defined terms above may be used interchangeably in the singular and plural in the Agreement.

2. LEGAL ENTITY IDENTIFIER:

The Client shall provide on the execution date of the Agreement its Legal Entity Identifier ("**LEI**") to otc-derivatives-customers@natixis.com and EMIR-reporting@natixis.com . The Client shall (i) ensure that the LEI provided to NATIXIS is up-to-date at any time and (ii) take the necessary steps to renew the LEI every year.

In case the LEI is not valid anymore, NATIXIS will not be responsible for the incorrectness of the LEI and shall not be responsible for having not reported properly the relevant Contracts to the Trade Repository.

3. CHANGE OF EMIR STATUS

In accordance with EMIR Rules, non-financial counterparty below the clearing threshold (the "**NFC-** ") should reassess every 12 months their positions against the clearing thresholds according to Article 10 of EMIR as amended by EMIR Refit.

If further to that reassessment, the NFC- exceeds one of the clearing thresholds or if the NFC- does not calculate its positions (thus becoming an "**NFC+**"), the financial counterparty is not any more responsible and liable for the reporting of OTC derivative contracts on behalf of the NFC+.

As a consequence, the Client shall inform NATIXIS at every anniversary date of the conclusion of the Agreement whether it should be classified as NFC- or as NFC+ (the "**EMIR Status**"). If the Client is aware earlier than the date set out above that its EMIR Status will change for NFC+, it should inform NATIXIS as soon as possible.

For the purpose of this provision, Client's EMIR Status shall be sent to: Regulatory_CSG@natixis.com and EMIR-reporting@natixis.com.

Should the Client (i) has not provided its EMIR Status, (ii) has confirmed its EMIR Status is NFC + on the relevant anniversary date of the conclusion of the Agreement, or has informed NATIXIS that its EMIR Status is NFC+ at any another time, NATIXIS will consider the Client as NFC+ from the date its EMIR Status is or is deemed to be NFC+ (the "**NFC+ Change Date**") . NATIXIS will carry on reporting for the Client for 30 days after the NFC+ Change Date but shall not be liable to the Client for any Losses suffered by the Client as a result of NATIXIS' acts or omissions in the performance of this Report occurring after the NFC+ Change Date. After such 30 days period, NATIXIS will no longer report the relevant Contracts to the Trade Repository under the Agreement unless the Client has executed a delegating reporting agreement whereby the Client delegates to NATIXIS its obligation to report Contracts to a trade repository.

4. STATUS OF REPORTED POSITIONS

Once the Report has been made, NATIXIS will send to the Client a status of the positions reported on its behalf, by email or any other means as the Parties may further agree, before 11:00 a.m. on the Business Day following the day of the conclusion of the Contract. This file will include, at least, but without limitation, the following information:

(a) final beneficiary of the transaction
(b) commercial or hedging purpose of the transaction;
(c) EMIR classification;
(d) UTI (Unique Trade Identifier);
(e) UPI (Unique Product Identifier);
(f) NATIXIS identification number of the transaction;
(g) notional amount;
(h) currency;
(i) trade dates, beginning and end; and
(j) direction.

5. DATA QUALITY ISSUES

Errors and Omissions

5.1 If Natixis becomes aware of a significant error in any relevant data reported to a Trade Repository in accordance with this Agreement, it will notify the Client.

5.2 Natixis as an Entity Responsible for Reporting ("**ERR**") is solely responsible and legally liable for reporting. The ERR must comply with the requirements defined by Article 9 of the ITS and notify certain errors and omissions. its national competent authority ("**NCA**") as well as the Client's relevant NCA, subject to Section 8 "Data and Confidentiality".

5.3 The Client agrees it will use best endeavors to provide the ERR with information reasonably requested to facilitate resolution of data errors.

Reconciliation failure

5.4 Upon becoming aware of a reconciliation failure, Natixis will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such reconciliation failure.

6. REPRESENTATIONS

The Client represents and warrants, and, where the context requires, undertakes, as at the date of its acceptance of the Agreement and on a continuing basis that:

6.1 it has reassessed every 12 months its position against the clearing thresholds according to Article 10 of EMIR as amended by EMIR Refit;

6.2 it is a non-financial counterparty below the clearing threshold (NFC-) as provided in EMIR Rules;

6.3 it has a valid LEI and has renewed it when necessary;

6.4 it has not decided to carry out the Reporting Obligation by itself;

6.5 it has obtained all authorizations and consents, including informed consent from all relevant data subjects, to the processing, transfer and use of any personal data by NATIXIS in accordance with the terms of the Agreement;

6.6 all information provided by it under the Agreement is true, accurate, complete and up-to-date;

6.7 in entering into the Agreement it is not relying upon any representation, warranty or other statement whatsoever;

6.8 it has consulted with its own advisers to the extent that it has deemed necessary prior to entering into the Agreement and has made its own decision to enter into the Agreement based upon its own judgement and upon any advice from such advisers it has deemed necessary and not upon any view expressed by NATIXIS;

6.9 it is entering into the Agreement with a full understanding of the terms, conditions and risks thereof and is capable of and willing to assume those risks.

6.10 It is aware and acknowledge that NATIXIS is only responsible to report Contracts for the OTC derivative contracts (as defined in EMIR, i.e. derivative not executed on a regulated market or on a third-country market considered as equivalent to a regulated market) on behalf on the NFC- and not for the reporting of exchange-traded derivative contracts concluded with the NFC-.;

NATIXIS has not made any representations or warranties in respect of the Trade Repository or its services and it has not relied upon any such representations or warranties.

7. LIABILITY

NATIXIS assumes no responsibility or liability against the Client regarding the Reporting Obligation if the Client has not provided a valid and up to date LEI to NATIXIS or has not provided its updated EMIR Status on the relevant anniversary date of the conclusion of the Agreement, or has confirmed that its EMIR Status is NFC +.

8. DATA AND CONFIDENTIALITY

The Client expressly consents to the disclosure of any information related to the Contracts by NATIXIS to the Trade Repository pursuant to the Agreement and the Reporting Obligation, notwithstanding anything to the contrary in any non-disclosure, confidentiality, or similar agreement, arrangement or understanding between the Parties or with any third party.

The Client acknowledges that disclosures made pursuant to the Agreement and the Reporting Obligation may include, without limitation, the disclosure of trade information including a party's identity (by name, identifier or otherwise): (1) to the Trade Repository and to relevant regulators; (2) to and between NATIXIS's head office, branches or affiliates; (3) to and between any persons or entities who provide services to NATIXIS or its head office, branches or affiliates; (4) to any person to the extent required to comply with the Reporting Obligation or Applicable Law; and (5) to any person in connection with the provision by NATIXIS of the "ancillary services" (of the type contemplated in Article 78 of EMIR for any person).

Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for data as the counterparty's home jurisdiction.

For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law.

9. TERMINATION AND AMENDMENTS

9.1 The Agreement may only be terminated by the Client if it decides to report Contracts subject to the Reporting Obligation on its own or if its EMIR Status changed for NFC +. In such a case it shall give 15 days prior notice before terminating the Agreement by sending a termination notification at the following address: Regulatory_CSG@natixis.com and EMIR-reporting@natixis.com.

9.2 NATIXIS may, at any time, amend the Agreement by giving 15 days prior notice to the Client. Such amendment shall be deemed accepted if the Client did not express its refusal of such amendment within 5 days following NATIXIS has notified the Client of the contemplated amendment.

APPENDIX A: CONTRACTUAL DATA

Data required	Data by default
Capacity: specify whether the Client entered into the contract as a principal for its own account or as an agent in the name and on behalf of a third party.	Principal
Beneficiary ID: ID of the beneficiary to which apply the rights and obligations arising from the Contract.	Client ID (LEI exclusively)
Broker ID: ID of the broker who acts, as the case may be, as an intermediary of the client without being a counterparty.	N/A
Clearing member ID	N/A if the Client is not subject to the clearing obligation (when entered into force) or if it does not specify that it voluntarily clears the transactions on OTC derivatives.
Direct link with the commercial activity or the treasury financing activity if the Client is a non-financial counterparty within the meaning of points 8) and 9) of Article 2 of EMIR: does the Contract objectively reduce the risks (within the meaning of Article 10, paragraph 3 of EMIR)?	YES
Overrun of the clearing threshold if the Client is a non-financial counterparty within the meaning of points 8) and 9) of Article 2 of EMIR: taking into account the Contract, has any of the clearing thresholds contemplated in Article 11 of EMIR been exceeded?	NO

EMIR ONBOARDING PACK SIGNATURE

This EMIR Onboarding Pack shall be governed by and interpreted in accordance with French law. Any dispute arising from the entering into, the interpretation or performance of this Agreement shall be exclusively submitted to the jurisdiction of the Paris commercial court (or, if applicable the *Tribunal des activités économiques de Paris*, in accordance with the French statute no. 2023-1059 of 20 November 2023) and the Paris Court of Appeal

The Client agrees to be bound by the terms of the EMIR Onboarding Pack
and confirms that the information provided herewith is accurate, complete, and up-to-date.

Done at _____ Date: _____

Signed for and on behalf of:

_____

Client Name / Name of the client acting on behalf of each of the European funds or sub-funds listed on pages 15 and 16

Title: _____ Signature: _____

NATIXIS
CORPORATE AND
INVESTMENT BANKING

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