Cboe Clear SM

Regulation Delegated Reporting

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1. General

1.1 Regulation

This Regulation Delegated Reporting is a Regulation as defined in the Clearing Rule Book.

1.2 Definitions

Capitalised terms used in this Regulation, and not otherwise defined herein, have the meaning as set out in the Clearing Rule Book.

"**Delegating Party**" means (i) any Clearing Member or (ii) any Clearing Member's Agent Lender, which has authorised Cboe Clear in connection with Delegated Reporting.

"**Delegated Reporting**" means Cboe Clear submitting required specified transaction data to DTCC in connection with any SFT Clearing services, on behalf of a Delegating Party pursuant to this Regulation.

"**DTCC**" means DTCC Data Repository (Ireland) Plc, being the trade repository registered as such in accordance with the applicable legislation.

"**SFTR**" means Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012.

"**UK SFTR**" means UK domestic legislation or regulation from time to time that has the effect of implementing SFTR, with any applicable modifications, in the United Kingdom.

1.3 Effective date

This Regulation comes into force on ~~[12 June 2025]~~ and replaces any prior version of Regulation Delegated Reporting.

2. Introduction

As an optional service, Cboe Clear will offer Delegated Reporting to any Clearing Member that makes use of any SFT Clearing services. A Delegating Party can authorise Cboe Clear to submit transaction data in connection with SFT Clearing to DTCC, on behalf of such Delegating Party.

~~This Regulation sets out certain details and specifications relating to Delegated Reporting.~~

3. Delegated Reporting

3.1 Opt-in via Cboe Clear application form

To make use of the Delegated Reporting service, the relevant Delegated Party will need to request this service ~~indicate this~~ in ~~the~~ a Cboe Clear SFT application form submitted to Cboe Clear. The Delegating Party shall ~~will~~

~~furthermore have to~~ complete the required static data in the Cboe Clear SFT application form. If the service for the relevant Delegated Party is approved by Cboe Clear, Cboe Clear will confirm such approval in writing ~~acceptance~~ and provide confirmation of the set-up of the ~~client~~ relevant Delegated Party in its Delegated Reporting system.

3.2 Costs

Cboe Clear does ~~will~~ not charge any additional fees for Delegated Reporting service. The Delegating Party shall pay to Cboe Clear ~~must cover~~ any ~~costs~~ amounts charged ~~directly~~ by DTCC to Cboe Clear in connection with Delegated Reporting for such Delegating Party.

3.3 Trade Repository reporting output

The Delegated Party shall check the reports made available by Cboe Clear against its own records immediately upon receipt. If the ~~Client~~ Delegating Party fails to dispute such reports within five (5) Clearing Days, it shall become binding upon the Delegating Party~~client~~.

3.4 Delegated Reporting options

The tables below set out the Delegated Reporting options for all SFTR and UK SFTR reports. Cboe Clear can generate two types of reports. Each Delegating Party shall notify Cboe Clear which ~~ies will have the choice to have one of these reports or both~~ of the reports (or if both) they want to be ~~being~~ submitted to ~~the relevant trade repository~~DTCC.

Report Nr.	SFTR Report
1	Transaction Report (Transactions, Collateral, Valuation)
2	Margin Report

Option	Report Numbers	Client Type
A	1	Agent Lenders / Special Clearing Members
B	2	Standard ~~Participants~~Clearing Member
C	1 and 2	Standard ~~Participants~~Clearing Member

4. Static Data

4.1 Delivery

Each~~A~~ Delegating Party shall:

a) deliver any static data in time for Cboe Clear to comply with any obligations in connection with Delegated Reporting; and

b) upon it becoming aware of any static data ceasing to be true, accurate and complete in every material respect, notify Cboe Clear of any change to such static data, and to the extent that it uses a third party platform or other central data storage provider in respect of such static data, update the static data on such platform or provider.

4.2 Reliance

Cboe Clear may rely on the trueness, accurateness and completeness of any static data without investigation.

4.3 No obligation

Cboe Clear will be under no obligation to timely submit any static data to the relevant trade depository, if a Delegated Party fails to comply with article 4.1 (a) or (b) of this Regulation.

5. Performance, liability and indemnity

5.1 Performance of obligations by Cboe Clear

Cboe Clear shall perform its obligations in respect of Delegated Reporting with reasonable care at all times, provided that Cboe Clear shall not be required to do or cause to be done anything ~~which~~ (i) which is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third party service provider or any relevant trade repository or (ii) which is contrary to any law, rule or regulation or (iii) where Cboe Clear is otherwise prevented from doing so by any law, rule or regulation.

The Delegating Party acknowledges that:

a) it remains responsible for the accuracy of the information and data provided by it even if such information and data have been used in the report submitted on its behalf by Cboe Clear;

b) errors in entries due to system failure or human errors are inevitable and parties will act in good faith to identify and rectify them in a reasonable manner; and

c) Cboe Clear does not ~~can in no event~~ give any assurance, representation or guarantee to the Delegating Party that Cboe Clear's Delegated Reporting pursuant to this Regulation will satisfy all its obligations resulting from SFTR and UK SFTR legislation and SFTR and UK SFTR reporting requirements.

5.2 Liability

Cboe Clear shall not have any liability to a Delegating Party (or any person claiming under or through it) for any losses arising from or in connection with Delegated Reporting, except to the extent that such losses are due to due to the gross negligence (*grove schuld*), wilful misconduct (*opzet*) or fraud (*fraude*) of Cboe Clear.

5.3 Confidentiality

Notwithstanding anything to the contrary in any non-disclosure or confidentiality provision as set out in the Clearing Rule Book or any other agreement, the Delegating Party hereby consents to the disclosure of any and all information in connection with the Delegated Reporting service by Cboe Clear to DTCC as trade repository.

5.4 Force Majeure

All obligations of Cboe Clear ~~shall be suspended from any obligations~~ in connection with Delegated Reporting may be suspended by Cboe Clear, in Cboe Clear's sole discretion, in the event of force majeure (*overmacht*).

5.5 Indemnity

Cboe Clear shall be indemnified and hold harmless by each Delegating Party against any third party claims arising out of or in connection with Delegated Reporting.

6. Termination

A Delegating Party may, at anyll time,s terminate Delegated Reporting by giving written notice to Cboe Clear at email address: sft.cboecleareu@cboe.com.