

Procedures Manual
HSBC EMIR Delegated Reporting
Service

CONTENTS

- 1. INTRODUCTION3
- 2. GENERAL INFORMATION3
- 3. THRESHOLD CRITERIA AND KEY RESPONSIBILITIES5
- 4. ABOUT THE REPORTING SERVICES6
- 5. REPORTING.....9
- 6. USE OF REPORTING SYSTEMS10
- 7. PROVIDING REPORTING INFORMATION TO HSBC11
- 8. CHECKING REPORTS SUBMITTED BY HSBC17
- 9. MISCELLANEOUS17

Appendix 1 (*Delegated Reporting Service Form*) 17

1. INTRODUCTION

This Procedures Manual contains practical information on the processes and procedures which will apply where HSBC provides Reporting Services to you.

This information is subject to modification by HSBC at any time. Any modifications will be notified to you in writing and made available via the HSBC website <http://www.hsbcnet.com/emir-delegated-reporting>. Please periodically check the HSBC website for updates.

This Procedures Manual should be read together with the HSBC EMIR delegated reporting agreement (the “**HSBC Delegated Reporting Agreement**”) to which it forms part. Capitalised terms not defined in this Procedures Manual shall have the meaning given to them in the HSBC Delegated Reporting Agreement. Please retain a hard copy of this Procedures Manual and the HSBC Delegated Reporting Agreement for your records.

Where this Procedures Manual refers to “**we**”, “**us**” or “**HSBC**” it refers to HSBC Bank plc, Reporting Delegate Affiliate (as applicable) and/or both of them jointly as the context may require and where this Procedures Manual refers to “**you**” or “**your**” it refers to you or your organization.

HSBC is currently only offering the Reporting Services under the HSBC Delegated Reporting Agreement in respect of Relevant Transactions entered into between you and HSBC Bank plc branches in London, Spain, Czech Republic and Greece and HSBC Bank Polska SA.

2. GENERAL INFORMATION

A. HSBC contact details

You must provide any information in relation to the completion and/or amendment of enrolment forms to HSBC by emailing emir.delegated.reporting@hsbcib.com or by any other method which HSBC will notify to you from time to time. For example, if HSBC uses a Reporting System in the course of providing Reporting Services to you, HSBC will notify you of the means by which you must provide any information through that Reporting System. Any queries relating to on-going, day-to-day Report files must be emailed to delegated.reporting.service@hsbc.com.

If you do not provide information to HSBC to the correct email address or in such other manner specified by HSBC from time to time, HSBC may not receive the information in time to include that information in any Reports made on your behalf within the timeframes specified under EMIR.

Where you provide information by email, it is your responsibility to ensure that the email arrives in time. HSBC will not be responsible for any delays in transmission or receipt.

B. Security

HSBC will implement security measures designed to protect the information that you provide to HSBC, and will notify you of the relevant security measures from time to time on the HSBC website <http://www.hsbcnet.com/emir-delegated-reporting>.

Where HSBC sends information to you for verification, HSBC will seek to mask your identity in order to maintain confidentiality (for example, by labelling any data files with your client ID number rather than the name of your entity).

Any data files sent to you by HSBC will be encrypted using an encryption system that HSBC will notify to you from time to time.

Where HSBC uses a Reporting System to provide the Reporting Services, that Reporting System may have its own security measures in place. HSBC will notify you of any such security measures from time to time.

C. Information received in error

If you consider that you have received any information from HSBC in error, you must immediately notify HSBC by emailing delegated.reporting.service@hsbc.com and destroy or permanently delete the information and confirm to HSBC that you have done so.

D. Suspension or termination of Reporting Services

HSBC may suspend or terminate its provision of the Reporting Services to you (including suspension or termination of access to any Reporting System) in accordance with the HSBC Delegated Reporting Agreement. This may happen for a number of reasons, including as a result of any systems failure, complete or partial outage, or where HSBC, an HSBC Affiliate or any service provider is required to take action for regulatory or compliance reasons which results in suspension or termination of the Reporting Services.

HSBC will seek to keep you updated in relation to any suspension or termination.

E. Technology

HSBC may use one or more Reporting Systems in the course of providing the Reporting Services. Where HSBC uses a Reporting System, it will notify you in advance of the date on which HSBC intends to commence using that Reporting System and any requirements (including technology requirements) for you to access that Reporting System.

These requirements will be updated regularly and will be accessible on HSBC's website at <http://www.hsbcnet.com/emir-delegated-reporting>.

F. Complaints procedure

If you wish to complain about any aspect of the Reporting Service, you should contact HSBC Delegated Reporting Service Team by emailing delegated.reporting.service@hsbc.com.

3. THRESHOLD CRITERIA AND KEY RESPONSIBILITIES

A. Threshold criteria

Before HSBC can start providing you with the Reporting Services, you must meet the following threshold criteria.

1. Adhered to and agreed to be bound by the HSBC Delegated Reporting Agreement, which includes this Procedures Manual.
2. Completed and returned the Delegated Reporting Service Form. If you have any questions about the forms or how to complete them, please contact HSBC on emir.delegated.reporting@hsbcib.com.
3. Agreed with HSBC on the arrangements under which your portfolios would be reconciled by adhering to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol or signing HSBC's bilateral agreement. If you require further information, please contact your usual HSBC representative.
4. If you would like HSBC to submit trade valuations on your behalf where you have not otherwise provided such valuation data to HSBC (for the purposes of enriching the trade reports it submits on your behalf, and for no other purpose) (the “**Valuation Reporting Service**”), agreed in writing with HSBC on the terms under which HSBC will provide such valuations.
5. Obtained a legal entity identifier or interim entity identifier. If you require further information on the process for doing this, please see HSBC's website at <http://www.hsbcnet.com/emir-delegated-reporting> or contact HSBC EMIR client support by emailing emir.delegated.reporting@hsbcib.com.
6. You must have ensured that you are able to use any method or system of encryption notified to you by HSBC from time to time.

B. Your key responsibilities

Although HSBC will submit Reports on your behalf, you continue to be subject to regulatory responsibilities. While EMIR permits delegation of the action of reporting, it does not permit delegation of the liability and responsibility for reporting. This liability and responsibility remains your own.

It is important that you are satisfied that you have provided the correct information to HSBC for inclusion in the Reports and that you check and, where necessary, correct the information provided to you on the Reports.

You will also need to ensure that you are able to comply with any record keeping obligations to which you may be subject and that you retain a copy of the information provided to you by HSBC about the Reports (or download the information as appropriate).

The HSBC Delegated Reporting Agreement relates to reporting under EMIR. Without limitation, certain institutions trading certain types of financial instruments also have

reporting and record keeping responsibilities under the Markets in Financial Instruments Directive (European Directive 2004/39/EC).

If you have requested that HSBC, and HSBC has agreed in writing to, provide you with the Valuation Reporting Service, you will be required to ensure that you have the minimum system requirements recommended by HSBC to enable you to view and, if necessary, amend the valuations submitted by HSBC on your behalf. Such valuations will be provided solely for the purpose of the Reports. You will need to ensure that you have the appropriate internal approvals to receive this service.

4. ABOUT THE REPORTING SERVICES

A. Contents of reports

The trade information which counterparties are required to report under EMIR is split into two types¹:

- **counterparty data:** information relating to each of the counterparties to a particular derivative contract; and
- **common data:** information relating to a particular derivative contract entered into between the counterparties.

HSBC will report its own counterparty data, your counterparty data, and a single report of the common data, indicating that the report of the common data is made on behalf of you and HSBC.

HSBC will rely on you to provide to HSBC with your counterparty data. You should provide this information in accordance with the procedures set out in Paragraph 7 (*Providing Reporting Information to HSBC*).

HSBC will complete its own counterparty data and common data reports and the common data reports that it makes on your behalf on the basis of the information available to HSBC (including information that HSBC holds in its capacity as your counterparty in the relevant derivative contract and information that you have provided to HSBC).

HSBC will be the generating party with respect to Field 8 of Table 2 (*Common Data*) of the Annexes to the RTS and ITS (as defined below), the Unique Trade Identifier ("**UTI**"), for each trade that we enter into with you.

HSBC may also report additional information (for example, because the trade repository to which HSBC makes its reports requires additional information in its standard forms, or because HSBC takes a standardised global approach to reporting, covering information required to be reported in other jurisdictions).

B. Reporting of information on collateral or valuations

¹ As set out in the Annexes to Commission Delegated Regulation No 148/2013 ("**RTS**") and Commission Implementing Regulation No 1247/2012 ("**ITS**").

Counterparties subject to the requirement to report valuations will need to report information on the mark-to-market or mark-to-model valuation of the contract.²

For uncleared transactions, subject as provided below, HSBC will report this (or any other) information on valuations on your behalf where you have provided HSBC with this information or where HSBC has agreed in writing to provide the Valuation Reporting Service. If HSBC has agreed to provide the Valuation Reporting Service, you acknowledge that HSBC will report any such valuation on your behalf that it has prepared. HSBC will provide you with the facility to make such amendments to this valuation as required. For contracts cleared by a CCP, HSBC will report a valuation based on the valuation provided by that CCP where HSBC determines that this is required under EMIR.

HSBC will not provide the Valuation Reporting Service unless otherwise agreed between you and HSBC. If agreed in writing between you and HSBC, HSBC will report its own valuation data and your valuation data as calculated and recorded in HSBC systems, indicating that the report of your valuation data is made on your behalf by HSBC.

Counterparties will need to report information on collateral where applicable.³ Subject as provided below, HSBC will report this information on your behalf where you have provided HSBC with this information in accordance with the procedure specified by HSBC from time to time. Where you have provided HSBC with the relevant collateral information which you are required to report under EMIR, HSBC will report its own collateral data and your collateral data as recorded in HSBC systems, indicating that the report of your collateral data is made on your behalf by HSBC. Where you have not provided HSBC with the relevant collateral information, HSBC will report such collateral information as set out in HSBC's internal records.

Where collateral related to a transaction is to be reported on a portfolio basis, HSBC will generate the code identifying the portfolio of collateral posted by the relevant party relating to the reported transaction.

See also Paragraph 5B (*Reporting start dates*). Note that the reporting of information on collateral and valuations takes effect as of 12 August 2014. You acknowledge, agree and consent to HSBC reporting the information on collateral and valuations prior to the reporting start date where HSBC's operational procedures so require.

C. Backloading of reports

Under EMIR, counterparties are required to report certain existing and terminated derivative contracts. This is referred to as "backloading".

Contracts entered into before 16 August 2012 which were still outstanding on 16 August 2012, or which were entered into on or after 16 August 2012, and which, in either case, are not outstanding on the reporting start date are subject to the backloading obligation and must be reported **within 3 years of the reporting start date**.

² Fields 17, 18, 19, 20 and 21 of the Table 1 (*Counterparty Data*) to the Annexes to the RTS and ITS.

³ Fields 22, 23, 24, 25 and 26 of Table 1 (*Counterparty Data*) to the Annexes to the RTS and ITS.

Subject as provided below, where you have entered into derivative contracts with HSBC which may be required to be backloaded, HSBC will identify these contracts and will ask you to provide any information necessary for HSBC to report those contracts.

HSBC may divide the contracts into batches so that information on the contracts required to be reported soonest is requested with the highest priority. As a result, you may receive several separate requests for information in relation to backloaded contracts, and may receive more requests if HSBC subsequently identifies contracts which have not been included in the prior requests for information, or information which has not been requested.

HSBC may report these contracts on your behalf as soon as it is satisfied that it has sufficient information to do so, or it may report these contracts in batches according to the date on which they were entered into, or otherwise as HSBC considers appropriate. HSBC may start reporting these contracts before the reporting start date.

HSBC may report these contracts on its own behalf at any time that HSBC considers appropriate. HSBC may submit incomplete reports and amend or supplement these at a later date. HSBC will not necessarily submit its own reports and the reports made on your behalf at the same time.

If the date of commencement of your service is on or prior to 31 December 2015, HSBC will report contracts subject to the backloading requirement on your behalf for the LEI(s) that you have provided to HSBC on or prior to this date. HSBC will only report such contracts on your behalf if required in accordance with EMIR and to the extent that the relevant deadline for backloading under EMIR has not expired.

If the date of commencement of your service is on or prior to 31 December 2015 but new LEI(s) are provided to HSBC on or after 1 January 2016, unless otherwise agreed, HSBC will not report contracts subject to the backloading requirement on your behalf to the extent that they relate to those new LEI(s).

If your service commences on or after 1 January 2016, unless otherwise agreed with HSBC, you will be responsible for reporting your contracts that are subject to the backloading requirement.

D. Circumstances in which HSBC may not report on your behalf

HSBC will only report transaction data from the date of such commencement of your service and subject as provided below, will not report historic transaction data on your behalf:

- where the relevant backloading deadline has expired;
- where not required in accordance with EMIR; or
- if the date of commencement of your service is on or prior to 31 December 2015 but new LEI(s) are provided to HSBC on or after 1 January 2016.
- if your service commences on or after 1 January 2016 (unless otherwise agreed with HSBC).

HSBC may agree with you that it will report historic transaction data on your behalf relating to Relevant Transactions entered into up to 90 days' prior to the commencement of your service. Any such agreement is subject to the terms of the HSBC Delegated Reporting Agreement.

HSBC may decide not to submit a Report on your behalf in accordance with the HSBC Delegated Reporting Agreement.

HSBC may not be able to report any derivative contract for you if you have not fulfilled all Threshold Criteria at Paragraph 3 (*Threshold Criteria and Key Responsibilities*) or provided information in relation to any derivative contract in accordance with Paragraph 7 (*Providing Reporting Information to HSBC*).

HSBC will not report valuations data and/or collateral data on your behalf for contracts subject to the backloading requirement.

The HSBC Delegated Reporting Agreement does not restrict the ability of HSBC to submit a report on its own behalf, even where it has not submitted a report on your behalf.

E. Restrictions on your ability to report on your own behalf

EMIR requires counterparties to ensure that the details of their derivative contracts are reported without duplication.

In accordance with the HSBC Delegated Reporting Agreement, you must not submit your own reports to a Trade Repository for Relevant Transactions while the HSBC Delegated Reporting Agreement is in force between you and HSBC. If for any reason you become aware that a report has been submitted by you or on your behalf in relation to a derivative contract for which HSBC has also submitted a Report on your behalf, you must notify HSBC immediately at the following email address: delegated.reporting.service@hsbc.com.

5. REPORTING

A. Timing for HSBC reports

In the normal course, HSBC will submit reports to the trade repository on the day of the conclusion, modification or termination of a derivative contract (“**T0**”).

Under EMIR, you and HSBC are required to ensure that the details of any derivative contract and of any modification or termination of that derivative contract are reported to a trade repository no later than the working day following the conclusion, modification or termination of the derivative contract (“**T+1**”).

If you have subscribed to the e-mail service for accessing trade reporting information from HSBC, you will have the opportunity to supplement, update, amend or correct (a “**Modification**”) trade reports or their associated collateral and/or valuation data until 15:00 UK time on T+1 (for the clients subscribed to the email service, the “**Reporting Deadline**”). If HSBC does not receive Modification to any reports prior to the Reporting Deadline, such

reports will be deemed correct and you acknowledge that no Modifications will be made after the Reporting Deadline.

If you have subscribed to the Website (as defined below) service for accessing trade reporting information from HSBC, you will have the opportunity to make a Modification to trade reports or their associated collateral and/or valuation data until 18:00 UK time on T+1 (for the clients subscribed to the Website service, the “**Reporting Deadline**”). Whilst the Website does allow for Modifications after the Reporting Deadline, and any such Modifications will be reflected in the report re-submitted on your behalf, they will not meet the requirement to report within the Reporting Deadline.

HSBC will make any report on the basis of the Static Data and any other information HSBC has received from you in accordance with the HSBC Delegated Reporting Agreement.

HSBC will only report on days on which the markets are open for business (according to the TARGET calendar) and on which the relevant trade repositories are open for business.

B. Reporting start dates

HSBC will start reporting Relevant Transactions from the relevant reporting start dates specified under EMIR, unless a particular contract is subject to the backloading obligation, in which case HSBC may report the contract prior to the reporting start date.

Although a reporting start date may be specified under EMIR for particular types of derivative contract, there may be a different reporting start date for particular types of information to be reported in relation to a derivative contract. For example, the reporting start date in relation to information on valuation and collateral is 12 August 2014. As a result, while HSBC may report a contract by or before the deadline specified under EMIR, it may not be required to report certain information in relation to that contract until a later date.

C. Trade repositories to which HSBC may report

HSBC will publish on its website (<http://www.hsbcnet.com/emir-delegated-reporting>) and update periodically a list of the trade repositories to which HSBC is able to submit reports.

D. Delegation by HSBC

HSBC may delegate any of its functions in accordance with the HSBC Delegated Reporting Agreement. Where that delegation may have an impact on any of the processes set out in this Procedures Manual, HSBC will update this Procedures Manual accordingly.

6. USE OF REPORTING SYSTEMS

A. Reporting Systems

HSBC may use Reporting Systems in the course of providing the Reporting Services to you, in accordance with the HSBC Delegated Reporting Agreement. HSBC will notify you of any

access requirements, security measures, technology or other requirements or procedures which you may need in order to use the Reporting Systems.

B. Platforms

HSBC may use one or more Platforms for the purposes of receiving post-trade services such as matching or portfolio reconciliation. Where those Platforms provide delegated reporting services, HSBC may delegate performance of its reporting obligation under EMIR to those Platforms.

HSBC will notify you from time to time of the Platforms which HSBC accesses which offer delegated reporting services. If you trade with HSBC over a Platform, both you and HSBC will delegate to that Platform performance of your reporting obligations under EMIR in relation to relevant derivative contracts.

Subject as provided below in respect of collateral and valuations, where you have delegated performance of your reporting obligations under EMIR to a Platform, HSBC will have no responsibility for the trade information that that Platform reports on your behalf. However, if the Platform requires additional information to enable it to report on your behalf, HSBC may provide the Platform with that additional information based on information available to HSBC and on the information that you have provided to HSBC.

If you wish HSBC to provide this information to the Platform on your behalf, you must ensure that all necessary arrangements and authorities are in place for HSBC to do so. If you have delegated reporting under EMIR to a Platform and you have delegated performance of your collateral and/or valuations reporting to HSBC, HSBC will submit collateral and/or valuations data on your behalf to the trade repository.

7. PROVIDING REPORTING INFORMATION TO HSBC

HSBC may request information from you, including the following:

- A. Static Data;
- B. information specific to a particular Report;
- C. information in relation to backloaded derivative contracts;
- D. updates, amendments or corrections to information previously provided by you; and
- E. ad hoc requests for information where HSBC considers this to be necessary or appropriate.

If HSBC requests information from you, and no timeframe for providing the information is set out in this Procedures Manual, HSBC will specify a timeframe within which the information must be provided. You must ensure that this information is received by HSBC within that timeframe or the timeframe set out in this Procedures Manual, whichever is the shorter.

All information provided to HSBC for these purposes must be sent to HSBC in the manner prescribed in this Procedures Manual, or otherwise as notified by HSBC to you from time to time.

A. Static Data

The Static Data is the information specified in Section A “Static Data” of the Delegated Reporting Service Form.

You should complete the fields which contain information that you wish HSBC to include in any Report it makes on your behalf. If you have provided HSBC with Static Data, HSBC will report that information in any Report it makes on your behalf, until you notify HSBC otherwise.

If you do not provide any or all of this information before HSBC commences reporting on your behalf or you consider that the information required in relation to a particular field may change from transaction to transaction, you will need to provide the information covered in the Delegated Reporting Service Form in relation to each derivative contract that HSBC reports on your behalf at point of trade.

If you need to amend the Static Data for a single Report, you should notify HSBC in accordance with the process set out in 7B (information specific to a particular Report) below. If you wish to amend the Static Data for all Reports going forward, you should provide HSBC with a revised Delegated Reporting Service Form, specifying the date on which the information changed. HSBC shall not be required to use any revised information in relation to any Report if it is received outside of the timeframe within which the information must be provided, as set out in this Procedures Manual or otherwise specified by HSBC.

B. Information specific to a particular Report

In order to enable HSBC to report on your behalf, you will need to provide HSBC with any information not already covered by the Static Data. This can be done by email or via www.hsbcnet.com (the “Website”), as specified below.

Website Service

Subject as provided in relation to the email service below, if HSBC has notified you that it will exchange information with you via the Website, the following procedure will apply:

Trade Reporting:

For all eligible OTC derivative contracts, HSBC will make available to you on any relevant day (“T”) details of your trades via the Website. The trades will be available to view 15 minutes after execution. The Website will display trades by asset class. You are required to take the appropriate action specified below and to have reviewed the Website and made your submission to HSBC by 18:00 UK time on T+1.

Actions required by you

1. Within the asset class-specific trade blotters you will be able to view and update the fields specifying values for:
 - a. *Beneficiary (type & ID)*
 - b. *Broker (type & ID)*

c. *Directly linked to commercial activity or treasury financing*

(Where defaults have been provided during on-boarding, these will be pre-populated on the system. If no defaults were provided, these fields will be blank.)

2. The asset class trade blotters will indicate the reporting status of each of your trades:
 - a. Action Required – This will require user action to amend one or more of the required fields mentioned in 1 before submission
 - b. Ready for Submission – Trades that have all the required fields and can be reviewed and submitted or left to auto submit at 18:00 on T+1
 - c. Requires Attention – Trades that have failed to report (NACK) and require your attention to amend one of the fields in 1 and submit, will be present in this status
 - d. Submitted – Will include all open trades that have been successfully reported to the trade repository
 - e. HSBC Pending – Trades that have failed to report (NACK), but require HSBC to resolve the issue
 - f. Dispute Mechanism - if you disagree with any of the non-editable fields (i.e. anything other than the fields described in 1 above) or do not recognise a specific trade, you can select ‘Disagree’ on an individual trade basis from within the trade blotter). This action will cause the trade to be investigated by HSBC, and any amendments which are required will be made, and the trade re-reported. This investigation may take longer than T+1, however you should expect to see this corrected on the trade blotter.
(If selecting ‘Disagree’ you will be required to provide a reason for the dispute in the e-mail template provided.)

3. Excluding fields mentioned in 1 above, no other fields in the trade blotter will be editable.
4. Clicking on a trade will provide additional information including the full FpML⁴ message which has been transmitted to the trade repository for your reference.
5. Once you have completed all the required actions and are satisfied with your data please submit the information via the Website by 18:00 UK time on T+1.
6. Please note that amendments to the fields detailed in section 1 are permitted up until the trade matures, however not making any necessary changes to trades by 18:00 UK time on T+1 may mean you are in breach of your reporting obligations

HSBC will report Exchange-Traded Derivatives on your behalf by T+1 where this has been separately or additionally agreed between you and HSBC. For Exchange-Traded Derivative contracts, information which is to be submitted to the trade repository is captured at point of trade. Therefore, you will not be able to view Exchange-Traded Derivatives on the Website.

⁴ FpML (Financial products Markup Language) is the open source XML standard for electronic dealing and processing of OTC derivatives. It establishes a protocol for sharing information electronically on, and dealing in swaps, derivatives and structured products. For further information see <http://www.fpml.org/>

You may request to receive a monthly statement detailing what HSBC has reported on your behalf (this will not reflect any amendments you separately make at the trade repository).

Collateral Reporting:

Details of HSBC's recorded view of the collateral associated with your trades will be provided to you via email in the form of a daily collateral statement until such time as HSBC notifies you that the Website can support this service.

Valuation Reporting:

For all eligible OTC derivative contracts, HSBC will make available to you at start of day on T+1 details of HSBC calculated and recorded view of the valuations of your trades via the Website. The Website will display trades by asset class. You are required to take the appropriate action specified below and have reviewed the relevant information contained on the Website and made your submission to HSBC by 15:00 UK time T+1

Actions required by you

Using the asset class specific trade blotters, you will be able to view the fields specifying values for:

- a. *MTM value of the contract*
- b. *Currency of the MTM value of the contract*
- c. *Valuation date*
- d. *Valuation time*
- e. *Valuation type (mark to market or model)*

If you wish to amend any of the data fields detailed in (a)-(e) above, you will need to download the information into Microsoft Excel, make the required changes to the spreadsheet and return it to delegated.reporting.service@hsbc.com by 15:00 UK time T+1.

HSBC will only action amendments to the data fields detailed in (a)-(e) above. If you wish to raise a query on any other data attribute, please do so by utilising the "disagree" function outlined in the Trade Reporting section or through your usual operational channels.

HSBC intends to develop the Website to enable you to edit your valuation data directly via the Website and will notify you when this service becomes available.

Email Service

If the email service is available and HSBC agrees to exchange information with you via **email**, the actions set out below will be required by you. Note that in the event that the email service is no longer available, you will need to register for the Website service and the procedures set out above for the Website service will apply.

If HSBC has not agreed to provide you with email service and you do not register for the Website service, you will be required to register for the relevant trade repository service in order to access reports submitted by HSBC on your behalf.

For all eligible OTC derivative contracts, HSBC will make available to you on T+1 (by 08:00 UK time) a spreadsheet containing the Report. The spreadsheet will be divided into separate worksheets including a worksheet per asset class. You are required to take the appropriate action specified below and return the spreadsheet to HSBC by 15:00 UK time on the same day.

Actions required by you

1. Within the asset class specific worksheet you will be able to view and update the fields specifying values for:
 - a. *Beneficiary (type & ID)*
 - b. *Broker (type & ID)*
 - c. *Directly linked to commercial activity or treasury financing*

(Where defaults have been provided during on-boarding, these will be pre-populated on each report. If no defaults were provided, these fields will be blank.)

2. The asset class worksheet will also provide you with two further options for response:
 - a. Confirm – this will be the defaulted value if all fields are populated (*shown as a green colour coding*).
 - i. *Note, if a trade has blank fields it will still indicate response as ‘Confirm’.*
 - ii. *You can still submit trades in this status, but may not have met your full reporting obligation.*
 - b. Dispute – if you disagree with any of the non-editable fields (i.e. anything other than the fields described in 1 above) or do not recognise a specific trade at all, you can select ‘Dispute’ on an individual trade basis from the drop-down menu (*shown as an amber colour coding*). This action will cause the trade to be investigated by HSBC, and any amendments which are required will be made, and the trade re-reported. This investigation is likely to take longer than T+1, hence you should expect to see this corrected on subsequent day’s reporting.
 - i. *If selecting ‘Dispute’ you will be required to provide a reason for the dispute in the adjacent cell.*
 - ii. *Disputes must be reflected within the file, and not listed in the covering email.*
3. Excluding fields mentioned in 1 & 2 above, no other fields in the spreadsheet will be editable. Any changes to non-editable fields will not be reflected in the updated Report.

4. The final cell for each trade will contain the full FpML⁵ message which has been transmitted to the trade repository for your reference.
5. Once you have completed all the required actions and are satisfied with your data please email the file to delegated.reporting.service@hsbc.com by 15:00 UK time on T+1.
6. **Please return the Excel file you receive from HSBC without changing the file name, otherwise HSBC will not be able to validate your response and ensure that a secure service is provided.**

You should make your notification to delegated.reporting.service@hsbc.com.

HSBC will report Exchange-Traded Derivatives on your behalf by T+1 where this has been separately or additionally agreed between you and HSBC. For Exchange-Traded Derivative contracts, information which is to be submitted to the trade repository is captured at point of trade. Therefore, you will not receive an email at T+1 to enrich or amend the trade information. You may request to receive a monthly statement detailing what HSBC has reported on your behalf (this will not reflect any amendments you separately make at the trade repository).

C. Information in relation to backloaded derivative contracts

Where derivative contracts entered into between you and HSBC are subject to the backloading obligation, if HSBC has agreed with you that it will report such derivative contracts on your behalf, HSBC will identify the relevant contracts and may request additional information from you to enable HSBC to report these derivative contracts.

HSBC will specify a timeframe within which the information must be provided. That information must be received by HSBC within that timeframe to enable HSBC to report on your behalf.

D. Updates, amendments or corrections

You should notify HSBC in the manner prescribed in this Procedures Manual, or otherwise as notified by HSBC to you from time to time of any updates, amendments or corrections to information that you have provided to HSBC.

Any such notifications should be made as soon as possible but if HSBC does not receive the information before it submits a report, HSBC may not be able to correct or amend that report and it may be necessary to submit a further report to the relevant trade repository correcting the report which has already been made.

HSBC may need to amend or correct a Report which has been made. HSBC will seek to notify you within a reasonable period of any Report which has been amended or corrected,

⁵ FpML (Financial products Markup Language) is the open source XML standard for electronic dealing and processing of OTC derivatives. It establishes a protocol for sharing information electronically on, and dealing in swaps, derivatives and structured products. For further information see <http://www.fpml.org/>

and will also notify you of any fees incurred in relation to that amendment or correction for which you are responsible in accordance with the HSBC Delegated Reporting Agreement.

E. Ad hoc requests for information

HSBC may request additional information from you from time to time. Any such requests will specify the timeframe within which the information must be provided.

8. CHECKING REPORTS SUBMITTED BY HSBC

If you have agreed to exchange information with HSBC via the Website, you will be able to view the information provided in the Reports that HSBC has made on your behalf. You should check this information against your own records.

HSBC will also notify you of the trade repository to which it has reported the derivative contracts entered into between you and HSBC so that, if you wish, you may make your own arrangements at your own expense to access that trade repository to verify the information held by the trade repository against your own records for accuracy and completeness. HSBC will not be responsible for your costs in accessing that trade repository.

9. MISCELLANEOUS

A. Record keeping

The Reporting Services only cover reporting on your behalf. The Reporting Service does not cover record keeping of your trade reports. You should ensure that you maintain records of your trade reports in accordance with EMIR. While HSBC will keep any records that it is required to keep in order to fulfil its own regulatory or other obligations, we will not keep records of any derivative contracts for the benefit of clients. We may be able to make available to you statements of the information contained in these Reports, on request and no more frequently than once per calendar month, while the HSBC Delegated Reporting Agreement is in force between us, although this may not always be the case and may be subject to a fee.

However, if you are subject to any record keeping obligation you should ensure that you keep your own records as HSBC may not always be able to provide you with copies of the Reports.

B. Termination

If the HSBC Delegated Reporting Agreement is terminated for any reason, HSBC will cease to report on your behalf, and will start the process for terminating your access to any Reporting Systems.

HSBC will make available to you statements setting out the information contained in any Reports made on your behalf under the HSBC Delegated Reporting Agreement for which HSBC has not already provided statements, but will not provide you with any form of final statement or with statements for historic reports. HSBC may provide a final statement or

statements for historic reports on request if HSBC has access to the relevant information at the time of the request, but you should not rely on HSBC being able to do this.

C. Use of the HSBCnet Portal

Where you have agreed to receive and provide the information referred to in Section 7 “Providing Reporting Information to HSBC” using the website functionality to perform Trade Reporting located on the Website, you are deemed to have consented to HSBC sending reporting information and other communications to you via the Website. You acknowledge and agree that HSBC shall not be obliged to send reporting information and other communications by any other method or in any other form.

In using the Website, you shall ensure that you at all times: (a) comply with the security procedures used to control the operation of the Website; (b) keep your user name and password used for access to the Website, secret and confidential; and (c) comply with any terms and conditions applicable for the use of the Website as located on such website.

HSBC Bank plc. Registered in England with company number 14259. Registered office: 8 Canada Square, London, E14 5HQ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Appendix 1
DELEGATED REPORTING SERVICE FORM

Form of the Delegated Reporting Service Form

[To be attached here or otherwise delivered to the Client.]