# MARKIT LOAN RECONCILIATION
# USER AGREEMENT

The undersigned wishes to participate in the Markit Loan Reconciliation syndicated loan processing system (the "System") provided by Markit North America, Inc. (the "Company"), and the undersigned and the Company both agree, by signing this agreement, to be bound by the Markit Loan Reconciliation Operating Procedures (the "Operating Procedures") and the Applicable Publications (as defined in the Operating Procedures), as each may be amended, supplemented or modified from time to time, beginning as of the date entered below (the "Effective Date").

The undersigned will pay to the Company such fees and charges applicable to the undersigned for the System's services as shall be specified from time to time in a pricing schedule to the Operating Procedures. The Company will notify the undersigned in accordance with the Operating Procedures of any prospective changes in fees at least ten calendar days prior to such implementation.

The undersigned hereby acknowledges receipt of the most current version, as of the Effective Date, of the Operating Procedures.

This agreement and all matters arising out of or relating hereto will be governed by the law of the State of New York, without regard to the conflicts of law provisions thereof.

Where applicable, it is understood and agreed that this document shall constitute a separate agreement between the Company and each entity/fund that is listed in Annex I hereto as amended from time to time, as if each such entity/fund has executed a separate document naming only itself as the undersigned, and that no entity/fund that is listed in Annex I as amended from time to time shall have any liability under this document for the obligations of any other entity/fund that is listed in Annex I as amended from time to time solely by reason of being listed in Annex I as amended from time to time. Annex I shall be amended by attaching an additional sheet thereto, dated, and executed by the Company and on behalf of each entity/fund listed on such additional sheet in the same manner that this agreement is executed. Unless otherwise instructed in writing, the Company will treat each entity/fund listed in Annex I hereto as part of the same Family for purposes of the Operating Procedures.

By: _____, (the "undersigned")
*[Please print name of the Organization signing on behalf of entity(ies)/fund(s), example: Full Legal Name of Investment Company]*

as_____,
*[Please print authorized role/capacity of the company above, example: Investment or Asset Manager]*

with an address at

_____
*[Please print address]*

By: _____
*[Authorized Signature]*

Signer's Name: _____
*[Please print signer's name]*

Signer's Title: _____
*[Please print signer's title]*

Effective Date: _____


MARKIT NORTH AMERICA, INC.


By: _____
*[Signature]*

Name:

Title:

Date:

## Annex I to Markit Loan Position Service User Agreement
### (list entities/funds joining on date of agreement using the excel spreadsheet provided for this purpose)

| ENTITY INFORMATION | | |
|---|---|---|
| **MARKIT ENTITY IDENTIFIER (MEI)**<br><br>**Mandatory**<br><br>**Please enter the MEI for each account** | **LEGAL ENTITY NAME**<br><br>**Mandatory**<br><br>**Please enter the Legal Entity Name for each account** | **SHORT NAME**<br><br><br><br>**Optional** |
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When required by applicable law, the Firm listed above (the "Organization") shall procure the consent of any of its representatives from time to time to:

(i) the processing of personal data by the Markit North America, Inc.("Markit"); and
(ii) the transfer of personal data out of the European Economic Area (the "EEA")
in each case for purposes in connection with our Organization's use of Markit's services. Markit may use the information about representatives in conducting its business with our Organization, including determining individuals authorized to access Markit's services on behalf of our Organization and to provide instructions on behalf of our Organization, and as contact information. With respect to the transfer of personal data outside of the EEA, the data may be transferred to offices of Markit or its subsidiaries or to third parties (selected service providers who provide services in connection with Markit's products or services) located in countries that do not have such protective data protection legislation when compared to European law; by submitting personal data as set forth in this and similar forms related to the services of Markit, our Organization agrees to the transfer, storing or processing of personal data outside of the EEA. If the Data Protection Act 1998 (the "Act") applies, our Organization hereby warrants that the transfer of personal data of any of its representatives to Markit for the purposes of processing personal data as is specified herein is in compliance with the Act. Please refer to Markit's privacy policy at www.markit.com for additional information.

Please assist us to comply with the legal obligation to ensure that your information is kept accurate and up-to-date by ensuring that you inform us of any changes to your information.

| | **Super Access Coordinator Authorization Form**<br>**for Markit Loan Reconciliation** | |
|---|---|---|

*This Form reflects* _____ *'s ("Organization") acknowledgement of its responsibilities, and of the roles and responsibilities of*

*our Organization's Access Coordinators designated below, related to use of Markit's systems and applications.*

References to Markit in this Form refer to Markit North America, Inc. and its affiliates ("Markit").

*Our Organization and its Access Coordinators are responsible for:*

- **Authorizing access** by workers of our Organization (or by workers of a third party service provider to our Organization) to Markit's systems;

- Administering (including without limitation establishing, protecting maintaining, and revoking), the **credentials** (*e.g.*, user IDs, passwords) issued to workers of our Organization that may be required by Markit for authentication purposes;

- Administering (including without limitation establishing, protecting maintaining, and revoking) the associated **entitlements** (*i.e.*, function eligibility) in connection with the workers' communications with Markit relating to use of Markit products and services;

- **Monitoring** and reviewing credentials, entitlements, security breaches, access violations, and inactive accounts to ensure accuracy, and taking any appropriate follow-up action (*e.g.*, notifying Markit's Corporate Information Security Office and Relationship Management if potential security exposures are identified);

- **Overseeing** our Organization's workers' **use of Markit's systems**, and ensuring that each worker appropriately protects his/her access privileges (*e.g.*, by safeguarding his/her credentials) and provides up-to-date accurate information to Markit that can be used to verify his/her identity (*e.g.*, in the event that an account becomes inaccessible);

- **Informing all workers of changes**, such as modifications to password syntax rules, that affect access or that may impact their ability to access Markit systems;

- Immediately **modifying or disabling/revoking access privileges** where appropriate (*e.g.*, for any worker who leaves our Organization or changes responsibilities), and initiating the deletion and/or deactivation of associated credentials, and promptly notifying Markit's Corporate Information Security Office and Relationship Management of the same; and

- Providing Markit with up-to-date **information about themselves** (*e.g.,* name, mail & email addresses, telephone number).

Our Organization will have at least two designated Super Access Coordinators at all times. A submitted Form purporting to be signed by an authorized officer of the Organization will be conclusively presumed to have been signed by an authorized officer of Organization. If a Super Access Coordinator leaves our Organization or changes responsibilities, our Organization will notify Markit immediately following the standard procedures which can be obtained from the contact person listed below. Our Organization recognizes that access to Markit systems and applications is further subject to the applicable Markit rules and procedures, and the relevant agreement governing the service, and could be suspended or revoked at any time. **In no event shall Markit be liable for: (1) any loss resulting directly or indirectly from mistakes, errors or omissions, other than those caused directly by Markit's gross negligence or willful misconduct; and/or (2) any special, consequential, exemplary incidental or punitive damages.**

When required by applicable law, our Organization shall procure the consent of any of its representatives from time to time to:

(i) the processing of personal data by Markit; and

(ii) the transfer of personal data out of the European Economic Area (the "EEA")

in each case for purposes in connection with our Organization's use of Markit's services.  Markit may use the information about representatives in conducting business with our Organization, including determining individuals authorized to access services on behalf of our Organization and to provide instructions on behalf of our Organization, and as contact information.  With respect to the transfer of personal data outside of the  EEA, the data may be transferred to offices of Markit or its subsidiaries or to third parties (including Markit or selected service providers who provide services in connection with Markit's products or services) located in countries that do not have such protective data protection legislation when compared to European law; by submitting  personal data as set forth in this and similar forms related to the services of , our Organization agrees to the transfer, storing or processing of personal data outside of the EEA. If the  Data Protection Act 1998 (the "Act") applies, our Organization hereby  warrants that the transfer of personal data of any of its representatives to Markit for the purposes of processing personal data as is specified  herein is in compliance with the Act.  Please refer to Markit's privacy policy at www.markit.com for additional information.

Our Organization must ensure that our information is kept accurate and up-to-date and inform Markit of any changes to our information.

**By signing this document, the Organization represents and warrants to Markit that the signatory to this document is vested with actual authority to sign this document on behalf of the Organization.**

*In addition to the role and responsibilities outlined above, a Super Access Coordinator will also be able to authorize new Access Coordinators. Our Organization will have at least two designated Super Access Coordinators at all times.*

| Super Access Coordinators: | Telephone Number: | E-Mail Address: | Street Address: |
|---|---|---|---|
| NAME: | | | |
| NAME: | | | |

*Markit may rely on this document, which we are providing to Markit so that Markit will afford our Organization the contemplated systems and applications access.  **If a Super Access Coordinator of our Organization fails to fulfill any of the above responsibilities, Markit shall not have any liability or other responsibility for any related losses, costs, or causes of action that may arise.***

By: _____

*[Authorized Signature]*

Signer's Name: _____

*[Please print signer's name]*

Signer's Title: _____

*[Please print signer's title]*

Dated: _____ Please return completed forms in .pdf and email to:

LoanReconSupport@markit.com