

EMIR
Reporting Participant Agreement

January 2024

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This Reporting Participant Agreement is made on _____

BETWEEN

1. **REGIS-TR**, société anonyme, a company incorporated under the laws of the Grand Duchy of Luxembourg having its registered office located at 15, rue Léon Laval, L – 3372 Leudelange, Grand Duchy of Luxembourg and registered with the Trade and Companies Register of Luxembourg under number B. 157650;

(hereinafter referred to as “**REGIS-TR**”)

AND

2. Company name

Country of legal incorporation

with registered office address

Address

Town/City

Postcode

Country

and

Registered at (Company Registry)

under Company Registration Number

(hereinafter referred to as the “**Reporting Participant**”)

REGIS-TR and the Reporting Participant are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

NOW THEREFORE, the Parties hereto agree as follows:

Article 1 – Definitions

Capitalised words and expressions in this Agreement shall have the same meaning when used in the General Terms and Conditions (**Appendix 1**), unless the context otherwise requires or unless otherwise defined in this Agreement. In addition, the following definitions will apply:

“Agreement” means this Reporting Participant agreement, its appendices (including the General Terms and Conditions), the Handbooks and any other related Governing Documents, as they may be amended from time to time.

“Counterparty” means a legal person with whom the Reporting Participant entered into Derivative Transactions as a counterparty and who may be another Member or a non- Member; collectively referred to as the **“Counterparties”**.

“Handbooks” means the technical and operational handbooks, as amended from time to time, describing the functionalities and the services offered by REGIS-TR to the Reporting Participant and which are Governing Documents.

“Reporting Services” means the services provided to the Reporting Participant by REGIS-TR as set forth in this Agreement.

“User” means an Authorised Person of the Reporting Participant to act in its name and on its behalf in order to enable him/her to have access to REGIS-TR services through the private area of REGIS-TR’s website.

“User ID” means the identification reference granted by REGIS-TR to each User.

Article 2 – The scope of the Agreement

- 2.1 The scope of this Agreement is to set forth the terms and conditions governing the provision of the Reporting Services by REGIS-TR to the Reporting Participant.
- 2.2 The obligation of REGIS-TR to provide the Reporting Services to the Reporting Participant under this Agreement shall be expressly subject to the receipt by REGIS-TR of this Agreement fully and duly executed by the applicant’s Authorised Person(s).

Article 3 – Acceptance by the Reporting Participant

The Reporting Participant hereby unconditionally and irrevocably agrees with the General Terms and Conditions as set out in Appendix 1 and with any other Governing Documents.

Article 4 – Account and Sub-Accounts

- 4.1 Prior to the opening of the Account, the Reporting Participant shall provide the information specified in Appendix 2, related to the form for opening an Account in REGIS-TR (the “Application Form”).
- 4.2 The Reporting Participant may apply to REGIS-TR to open from time to time any number of Sub-Accounts.
- 4.3 The Sub-Accounts display the Registered Data (whether active or not) provided to REGIS-TR, and registered by REGIS-TR pursuant to this Agreement, by either the Reporting Participant (i) in its own name and/or (ii) for and on behalf of non- Member Counterparties, or by a Reporting Third Party on behalf of the Reporting Participant. The Reporting Participant may also view any details related to the Registered Data.

Article 5 – Communication of Contractual Data

- 5.1 Once the Account has been opened by REGIS-TR following the acceptance by REGIS-TR of the application of the Reporting Participant and the relevant Sub-Accounts have been opened by REGIS-TR, the Reporting Participant may communicate the Contractual Data for its registration in the Sub-Accounts.
- 5.2 The Reporting Participant shall identify (i) the relevant Counterparty and, (ii) if applicable, the Sub-Account on which such Contractual Data is to be recorded.

Article 6 – Registration of the data

REGIS-TR shall promptly record the Contractual Data received from the Reporting Participant into the Sub-Accounts.

Article 7 – Reporting Service

- 7.1 REGIS-TR shall report to the Reporting Participant positions by categories of the Registered Data as detailed in the Handbooks.
- 7.2 REGIS-TR shall provide the Reporting Participant with all the information related to Registered Data, positions and operations related to its Sub-Accounts through the private area of REGIS-TR’s website, which will be available for ten (10) years after the termination, cancellation or expiry of such Registered Data, in accordance with the Handbooks.
- 7.3 REGIS-TR will produce recapitulation reports at pre-defined periods in order to facilitate reconciliation and automatic processing by the Reporting Participant.
- 7.4 For the supervision purposes, the Registered Data will be reported by REGIS-TR to the relevant Regulatory Authorities in accordance with the applicable laws and regulations.

Article 8 – Recordkeeping

- 8.1 The Registry shall contain the Registered Data as set forth in the Handbooks.
- 8.2 REGIS-TR shall keep any record relating to all the Registered Data for a period of ten (10) years from its termination, cancellation or expiry.

- 8.3 The Reporting Participant shall have access to the Registered Data through the private area of REGIS-TR's website as set out in the Handbooks.
- The access by the Reporting Participant to the Registered Data shall survive the termination of this Agreement, by sending a written request to REGIS-TR in the form of Appendix 3 making a reference to the identification details of such Registered Data. REGIS-TR shall reply to the Reporting Participant's request within three (3) Business Days. In the case the Reporting Participant's request is incomplete REGIS-TR may ask for the completion of such request which, if not attended to in the following three (3) Business Days by the Reporting Participant, will be disregarded.

Article 9 – Representation and warranty of the Reporting Participant

The Reporting Participant hereby represents and warrants on a continuing basis to REGIS-TR that:

- (a) it has obtained all necessary authorisation and authority to accomplish any and all actions for the purpose of the provision of the Reporting Services and in particular in case the Reporting Participant is appointed by a Counterparty, it has been duly and validly appointed by such Counterparty;
- (b) it guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf of the Counterparties to Derivative Transactions under the applicable laws and regulations;
- (c) it shall report the full set of details that would have been reported had the Contractual Data been reported to REGIS-TR by the Counterparties and in particular that the information and notifications sent to REGIS-TR by the Reporting Participant in the name and on behalf of its Counterparties are accurate, true and complete;
- (d) it has waived or obtained the waiver of any confidentiality provisions contained in the Registered Data to the extent required for the provision of the services by REGIS-TR.

Article 10 – Access

- 10.1 REGIS-TR shall provide the Reporting Participant with a minimum of one (1) User ID (without limitation) to grant access to the private area of REGIS-TR's website together with a password and a signature key for each User, as set forth in the Handbooks.
- 10.2 The obligation of REGIS-TR to provide the Reporting Participant with the User IDs shall be expressly subject to the receipt by REGIS-TR of the names and the contact details of the Users as well as the capacity in which the Users act in the name of the Member.
- 10.3 The Reporting Participant shall inform REGIS-TR of any change of User and provide REGIS-TR with all the necessary documents listed as conditions precedent to the allocation of the User IDs.

- 10.4 Unless otherwise set forth in this Agreement or in the Governing Documents, the communications, notifications, reporting, requests and queries will be made via the private area of REGIS-TR's website or via any other technical means approved by REGIS-TR, subject to the provision by the Reporting Participant to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

Article 11 – Reporting Participant Liability

- 11.1 The Reporting Participant shall be liable for the generation of the files uploaded on and messages sent to the private area of REGIS-TR's website, including but not limited to the files transferred and messages sent to REGIS-TR in violation of the Governing Documents.
- 11.2 The Reporting Participant shall be liable for and indemnify REGIS-TR for the disclosure of any confidential provisions contained in the Registered Data in case it has not waived and obtained the waiver of the corresponding confidentiality provisions contained in the Registered Data.
- 11.3 The Reporting Participant shall be liable for obtaining Counterparties' necessary authorisation to act in their name and on behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.
- 11.4 The Reporting Participant shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims, losses caused by a breach of article 9 of this Agreement.

Article 12 – REGIS-TR's liability and limitation

- 12.1 REGIS-TR shall be liable for the generation of the files that are made available to the Reporting Participant according to the Handbooks.
- 12.2 REGIS-TR shall not be liable for the completeness and the accuracy of the data reported by the Reporting Participant and/or the Counterparty.
- 12.3 REGIS-TR shall not be liable for the fraudulent use by a third party of a User ID.

Article 13 – Disclosure in relation with Contractual Data

The Reporting Participant authorises REGIS-TR to disclose its name and identification, if necessary, to the other Members who are Counterparties to the relevant Contractual Data and any Regulatory Authority, if applicable, for the purpose of the registration and the reporting of the Contractual Data.

Article 14 – Termination

- 14.1 REGIS-TR shall notify immediately the Reporting Participant of (i) the termination of the provision of the REGIS-TR services and (ii) the subsequent closing of the Account and/or the Sub-Account(s).
- 14.2 REGIS-TR reserves the right to terminate or suspend the provision of services to the Reporting Participant in relation to one or more Sub-Accounts with immediate effect and without prior notice in accordance with article 14.3 of the General Terms and Conditions (Termination).

- 14.3 In the event of the termination of this Agreement or termination of the provision of the services related to one or more Sub-Accounts in accordance with article 14 (Termination) of the General Terms and Conditions, REGIS-TR may close the Account and/or the Sub-Accounts.
- 14.4 Where REGIS-TR, in accordance with the provisions of this Agreement, decides to modify the basic characteristics of the technical conditions of the provision of the services or the fee brochure or decides not to continue providing some of the services under this Agreement pursuant to the terms set forth hereto, the Reporting Participant shall be entitled to terminate the Agreement by giving notice to REGIS-TR within thirty (30) calendar days following REGIS-TR notification of such modifications. Termination shall become effective thirty (30) calendar days after REGIS-TR receipt of the notice of termination of the Agreement given by the Reporting Participant.
- 14.5 In the event of the termination of this Agreement or termination of the provision of the services related to one or more Sub-Accounts the Reporting Participant shall send to REGIS-TR a closing request (Appendix 4) to close the Account and/or the Sub-Accounts, in the form as prescribed in the Handbooks:
- (a) upon three (3) month's prior written notice if termination takes place in accordance with article 14.1 (Termination) of the General Terms and Conditions;
 - (b) upon thirty (30) calendar days prior written notice, if termination takes place in accordance with article 14.4 of this Agreement.
- All Contractual Data will be kept by REGIS-TR as set out in the Handbooks.
- 14.6 The closing of the Account implies the subsequent closing of the Sub-Accounts.

Article 15 – Amendment

Without prejudice of article 13 (Amendment) of the General Terms and Conditions, REGIS-TR reserves the right to modify the fee brochure and the technical conditions of the provision of the services, and hereby undertakes to provide the Reporting Participant with a thirty (30) calendar days prior notice to the date in which any of the foregoing amendments is due to come into force.

Where REGIS-TR considers that the modifications affect the basic characteristics of the technical conditions of the provision of the services or where REGIS-TR decides not to continue providing some of the services under this Agreement the entry into force of such modifications shall take place at least ninety (90) calendar days following the date of notification.

As an exception to the prior notice set out in the two previous paragraphs, if the date of entry into force of the amendments has been established by a legal or statutory modification, or by changes to the trading rules, such amendments will be made in accordance with article 13 of the General Terms and Conditions.

Article 16 – Intra-group operations

The Reporting Participant hereby gives power of attorney to REGIS-TR's Affiliates, to collect from REGIS-TR all information necessary for the performance of operational and administrative

tasks by its Affiliates, in relation to any and all services provided by REGIS-TR. This power of attorney is governed by the General Terms and Conditions, as modified from time to time and is granted for an unlimited period of time.

Article 17 – Counterparts

This Agreement may be executed in any number of separate counterparts by each of the Parties hereto, each of which when executed and delivered shall constitute an original, all such counterparts together constituting but one and the same agreement and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

And, in witness whereof, the Parties sign the present Agreement, as detailed below.
The Parties agree that the Agreement, in addition to a handwritten signature - in which case it shall be signed in duplicate and to a single effect - may be signed electronically by means of a valid electronic signature recognised by the applicable regulations, which they declare to be binding so that any requirement in this Agreement to a document being "signed" shall be interpreted accordingly. The Agreement will enter into force on the date first written above.

For and on behalf of _____

Authorised Signature

Name _____

Title _____

Date _____

Authorised Signature

Name _____

Title _____

Date _____

For and on behalf of REGIS-TR S.A.

Authorised Signature

Name _____

Title _____

Date _____

Authorised Signature

Name _____

Title _____

Date _____