

EMIR
Reporting Third Party Agreement

January 2024

January 2024

This document is the property of REGIS-TR société anonyme ("REGIS-TR") and may not be altered without the prior express written consent of REGIS-TR. This document is a Governing Document as defined in REGIS-TR's General Terms and Conditions. Information in this document is subject to change pursuant to the relevant provisions relating to the amendments of the Governing Documents. The sole purpose of this document is to provide information with the aim of receiving the described services from REGIS-TR and REGIS-TR does not permit this document to be used for any other purpose without the prior express written consent of REGIS-TR. For the avoidance of doubt, this document does not constitute legal or regulatory advice. This document is available in electronic format and may be provided in other formats at the discretion of REGIS-TR. REGIS-TR grants permission to reproduce, store and print this document to the extent deemed reasonable and necessary for receiving the described services from REGIS-TR. Any software provided, as set out in this document, shall be provided under the applicable licence terms.

© Copyright REGIS-TR S.A. (2024). All rights reserved.

This Reporting Third Party Agreement is made on _____

BETWEEN

- 1.1 **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

1.2 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 Third Party**”)

REGIS-TR and the Reporting Third Party 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 Third Party 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 Third Party 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.

Article 2 –The scope of the Agreement

- 2.1 The scope of this Agreement is to set forth the terms and conditions governing the reporting of the Contractual Data made by the Reporting Third Party to REGIS-TR and the related services provided by REGIS-TR to the Reporting Third Party.
- 2.2 The obligation of REGIS-TR to provide such services to the Reporting Third Party 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 Third Party

The Reporting Third Party 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 – General Provisions

- 4.1 A Reporting Third Party may be appointed by an Appointing Counterparty that delegates its obligations to report the Contractual Data to REGIS-TR in accordance with the Governing Documents. A Reporting Third Party which is not a Reporting Participant under a Reporting Participant Agreement may be appointed by an Appointing Counterparty being a Reporting Participant, a Non-Reporting Entity or a Non-Member. A Reporting Third Party which is a Reporting Participant under a Reporting Participant Agreement may be appointed by an Appointing Counterparty being a Reporting Participant or a Non-Reporting Entity.

- 4.2 REGIS-TR reserves the right not to accept an applicant as Reporting Third Party on the basis of a decision of a Regulatory Authority.
- 4.3 In addition to the representations and warranties as set out in Article 6.1 of the General Terms and Conditions, the Reporting Third Party represents and warrants on a continuing basis to REGIS-TR that it guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf the Appointing Counterparty(ies) to Derivative Transactions under the applicable laws and regulations.
- 4.4 The Reporting Third Party undertakes to provide from time to time to REGIS-TR the names and details of the Authorised Persons and their specimen signatures. REGIS-TR has no obligation to carry out any investigation in that respect.
- 4.5 The Reporting Third Party undertakes to notify REGIS-TR of any change in its legal capacity.

Article 5 – Account

REGIS-TR will open an Account to the Reporting Third Party upon provision by the Reporting Third Party of the information specified in **Appendix 2**, related to the form for opening an Account in REGIS-TR (the “**Application Form**”).

Article 6 – Communication of Contractual Data

- 6.1 Once the Account has been opened by REGIS-TR in accordance with Article 5 thereto, the Reporting Third Party may communicate to REGIS-TR the Contractual Data for registration.
- 6.2 The Reporting Third Party shall identify itself and the relevant Appointing Counterparties in its communications related to the Contractual Data.

Article 7 – Registration of the data

REGIS-TR shall promptly record the Contractual Data received from the Reporting Third Party in (i) the Account of the Reporting Third Party, in the case the Contractual Data have been communicated for and on behalf of Appointing Counterparties who are not Members, or (ii) in the specific Sub-Account of the Reporting Participants and of the Non-Reporting Entities whose Contractual Data have been reported by the Reporting Third Party.

Article 8 – Reporting

- 8.1 REGIS-TR shall provide the Reporting Third Party with reports related to the Registered Data as detailed in the Handbooks.

8.2 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 9 – Recordkeeping

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.

Article 10 – Access

10.1 With respect to the services (excluding communications with the customer services or relationship manager), the Reporting Third Party shall comply with the format, modes, procedures and requirements of communication prescribed by REGIS-TR in the Handbooks.

11.1 Such communications will be made via any technical means approved by REGIS-TR, subject to the provision to REGIS-TR of all the necessary technical and contact details and documents, in accordance with the Governing Documents.

Article 11 – Reporting Third Party Liability

11.2 The Reporting Third Party shall be liable for the generation of the files and messages sent to REGIS-TR, including but not limited to the files transferred and messages sent to REGIS- TR in violation of the Governing Documents.

11.3 The Reporting Third Party shall be liable for obtaining the Appointing Counterparties' necessary authorisation to act in their name and on behalf for the purpose of the provision of the services in accordance with this Agreement.

11.4 The Reporting Third Party shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims, losses caused by a breach of article 4.3 of this Agreement.

Article 12 - REGIS-TR's liability and limitation

12.1 REGIS-TR shall be liable for the generation of the reports that are made available to the Reporting Third Party 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 Third Party.

Article 13 – Disclosure in relation with Contractual Data

The Reporting Third Party authorises REGIS-TR to disclose its name and identification, if necessary, to the Members who are Appointing 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 Third Party of (i) the termination of the provision of the REGIS-TR services in accordance with article 14 (Termination) of the General Terms and Conditions and (ii) the subsequent closing of the Account.
- 14.2 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 Third Party may 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 Third Party.
- 14.3 In the event of the termination of this Agreement, the Reporting Third Party shall send to REGIS-TR a closing request (Appendix 3) to close the Account 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 14.2 of this Agreement.

All Contractual Data will be kept by REGIS-TR as set out in the Handbooks.

Article 15 – Amendment

- 15.1 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 as provided for in the Governing Documents, and hereby undertakes to provide the Reporting Third Party with a thirty (30) calendar days prior notice to the date in which any of the foregoing amendments is due to come into force.
- 15.2 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.
- 15.3 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 Third Party 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.

EMIR Reporting Third Party Agreement of REGIS-TR S.A.

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 _____