

FinfraG

Appendix 6 – Supplementary Terms for Swiss Members

November 2022

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### Article 1 – Definitions

The purpose of these supplementary terms is to set forth the specific rules which apply to Swiss Members in the context of the reporting pursuant to the FMIA rules exclusively.

In case of conflict between a provision of these supplementary terms and a provision set out in any other documents provided by REGIS-TR, the provision sets out in these Supplementary Terms shall prevail.

The technical specifications for the reporting under the FMIA are provided in the connectivity Handbooks and the fees charged for the use of the Reporting Services are set out in the FinfraG fee schedule as amended from time to time.

Capitalised terms and expressions used in these supplementary terms shall have the meaning attributed to such terms in the General Terms and Conditions (**Appendix 1**), unless the context otherwise requires or unless otherwise defined in these supplementary terms.

### Article 2 – Data Protection

#### 2.1 Data collection

While carrying on its mandate of reporting pursuant to FMIA, REGIS-TR will strictly apply Art. 104 and 105 FMIA. Indeed, the data collected from a Swiss Member is exclusively limited to the data listed in the Annex 2 of the Financial Market Infrastructure Ordinance, (the “Registered Data”).

In addition, REGIS-TR may collect pursuant to Paragraph 11.2 of the General Terms and Conditions certain personal data while opening and managing the Member accounts. REGIS-TR undertakes to inform the Swiss Member if additional personal data is collected.

#### 2.2 Data usage

REGIS-TR undertakes not to transfer Registered Data to any third party, except if required by law or authorised by the Member or with its Affiliates according to the paragraph 11.5 of the General Terms and Conditions.

In this respect, the Member hereby expressly authorises REGIS-TR to transfer Data within its Group Affiliates, located in the European Union, Switzerland, the United Kingdom and any other country which may offer any adequate level of protection, for the specific, limited purpose of the provision of the business services.

For avoidance of doubt, no information on the beneficial owner will be collected and/or transmitted to any third party, except if required by Swiss law, or by any court order.

### Article 3 – Registered Data

#### 3.1 Publication of data

REGIS-TR undertakes to regularly publish the open positions, the transaction volumes and the values according to the classes of derivatives in aggregated and anonymous form as required by Swiss law.

#### 3.2 Data retention

REGIS-TR shall keep any record relating to all the Personal and Registered Data for a period of ten (10) years from the termination, cancellation or expiry of the relevant Derivative Contracts according to Article 75 FMIA.

### Article 4 – Data Access for Swiss or foreign authorities

#### 4.1 Data access for Swiss Authorities

REGIS-TR grants to the relevant Swiss authorities free access to the Registered Data to the extent required by Article 77 FMIA.

#### 4.2 Data access for foreign Authorities

REGIS-TR grants foreign financial markets supervisory authorities free access to the Registered Data they require to perform their tasks provided that the foreign supervisory authority complies with the data protection's requirements set forth in Article 78 FMIA.

### Article 5 – Data access for Member and third parties

The Members have a right to access their own Registered Data without restriction for the most current states of all open transactions, position and related valuations.

REGIS-TR may transmit following Article 79 FMIA Registered Data to third parties in aggregated and anonymised form provided they have completed the corresponding form and paid the applicable fees. In this regards, REGIS-TR ensures that it is not possible to draw conclusion with respect to a Member on the basis of the Registered Data transferred.