

FinfraG  
Reporting Third Party Agreement

November 2022

November 2022

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. (2022). All rights reserved.

## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

This Reporting Third Party Agreement is made on \_\_\_\_\_

### **BETWEEN**

**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**

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

**“Contractual Data”** means all the data with respect to a Derivative Contract that must be reported to REGIS- TR pursuant to the Regulation.

**“Derivative”** has the meaning given to such term in the Regulation.

**“Derivative Contract”** means a contract relating to a Derivative.

**“Governing Documents”** means for each Member the General Terms and Conditions, the applicable Member Agreement, the fee schedule, the Handbooks, as these documents may be amended from time to time, and such other documents binding on Members as REGIS-TR may, from time to time, so designate.

**“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 Third Party. The Handbooks qualify as Governing Documents.

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

**“User”** means an Authorised Person of the Reporting Third Party 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.

## 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 the Reporting 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).
- 2.3 In accordance with the form for opening an account in REGIS-TR (Appendix 2, "Application Form"), the Reporting Third Party has reporting rights and the Contractual Data will be submitted to REGIS-TR by the Reporting Third Party.

## Article 3 – Acceptance by the Reporting Third Party

The Reporting Third Party hereby unconditionally and irrevocably accepts the General Terms and Conditions as set out in Appendix 1 and any other Governing Documents as may be amended from time to time.

## Article 4 – General Provisions

- 4.1 A Reporting Third Party may be appointed by an Appointing Counterparty that delegates to the Reporting Third Party its obligations to report the Contractual Data to REGIS-TR in accordance with the Governing Documents.
- 4.2 REGIS-TR reserves the right not to accept an applicant as Reporting Third Party.
- 4.3 In addition to the representations and warranties set out in Article 6.1 (*Representations and Warranties*) of the General Terms and Conditions, the Reporting Third Party represents and warrants on a continuing basis to REGIS-TR that it ensures the protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf the Appointing Counterparty(ies) to Derivative Contracts under applicable laws and regulations.
- 4.4 The Reporting Third Party undertakes to provide 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

## Article 5 – Account

- 5.1 Prior to the opening of an Account, the Reporting Third Party shall provide to REGIS-TR the information specified in the **Appendix 2**.
- 5.2 The Reporting Third Party shall ensure the correctness, accuracy and completeness of the information provided in the Application Form for the opening and set-up of the Account. The Reporting Third Party is liable for any damages or losses caused to REGIS-TR or any other Members due to the provision in the Application Form of inaccurate, out-of-date, incorrect or incomplete information and data.

## Article 6 – Communication of Contractual Data

- 6.1 Following the acceptance by REGIS-TR of the application of the Reporting Third Party in the form as set out in **Appendix 2**, and the opening of the relevant Accounts by REGIS-TR, the Reporting Third Party may communicate Contractual Data on behalf of the Appointing Counterparty to REGIS-TR for their registration in the Account.
- 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 into the corresponding Accounts the Contractual Data received from the Reporting Third Party.

The Contractual Data will be recorded in:

- (a) the Account of the Reporting Third Party, in case the Contractual Data have been communicated for and on behalf of Appointing Counterparties who are Non-Members or Non-Reporting Entities, or
- (b) in the specific Account of the Reporting Participants or Non Reporting Entities whose Contractual Data have been reported by the Reporting Third Party.

## Article 8 – Reporting Service

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

## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

- 8.2 REGIS-TR shall provide the Reporting Third Party with the information related to Registered Data, positions and operations related to its Registered Data 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 Derivative Contracts, in accordance with the Handbooks (hereinafter the "Availability Period").
- 8.3 REGIS-TR will produce recapitulation reports at pre-defined periods in order to facilitate reconciliation by the Reporting Third Party.
- 8.4 The Registered Data will be reported by REGIS-TR to the relevant Regulatory Authorities in accordance with the Regulation.

### Article 9 – Recordkeeping

- 9.1 The Registry shall contain the Registered Data set forth in the Handbooks to the extent provided by Reporting Third Party.
- 9.2 REGIS-TR shall keep any record related to all the Registered Data for a period of ten (10) years from the termination, cancellation or expiry of the relevant Derivative Contracts.
- 9.3 The Reporting Third Party 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 Third Party to the Registered Data shall survive the termination of this Agreement. In such case, the Reporting Third Party may access its Registered Data, subject to Article 9.2, by sending a written request to REGIS-TR in the form of Appendix 4 making a reference to the identification details of such Registered Data. REGIS-TR shall reply to the Reporting Third Party request within a reasonable timeframe. In case the Reporting Third Party 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 Third Party, will be disregarded.

### Article 10 – Representations and warranties of the Reporting Third Party

The Reporting Third Party 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 it has been duly and validly appointed by the Appointing Counterparty for the communication of the Contractual Data to REGIS-TR on the behalf of the Appointing Counterparty;

## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

- (b) it guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf of the Appointing Counterparty;
- (c) it shall report the full set of details of the Contractual Data that would have been reported, would the Contractual Data had been reported to REGIS-TR by the Appointing Counterparty, and in particular that the information and notifications sent to REGIS-TR by the Reporting Third Party in the name and on behalf of its Appointing Counterparty are accurate, true and complete;
- (d) it has waived or obtained the waiver of any confidential information contained in the Registered Data to the extent required for the provision of the services by REGIS-TR.

### Article 11 – Access

- 11.1 REGIS-TR shall provide the Reporting Third Party with a minimum of one (1) Access Key (without limitation) to grant access to the private area of REGIS-TR's website for each User, as set forth in the Handbooks.
- 11.2 The obligation of REGIS-TR to provide the Reporting Third Party with the Access Key(S) shall be expressly subject to the receipt by REGIS-TR of all the necessary information and documentation requested in the **Appendix 2** of this Agreement.
- 11.3 The Reporting Third Party shall inform REGIS-TR of any change of User in the form as set out in Appendix 2 and provide REGIS-TR with all the necessary documents listed as conditions precedent to the allocation of the Access Key(s).
- 11.4 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 Third Party to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

### Article 12 – Reporting Entity liability

- 12.1 The Reporting Third Party shall be liable for the completeness, accuracy and correctness of the data it submits to REGIS-TR and 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.



## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

- 12.2 The Reporting Third Party shall be liable for and indemnify REGIS-TR for the disclosure of any confidential information contained in the Registered Data in case it has not waived and obtained the waiver of the corresponding confidential information contained in the Registered Data.
- 12.3 The Reporting Third Party shall be liable for obtaining authorisation from the Appointing Counterparty to act in its name and/or on its behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.
- 12.4 The Reporting Third Party shall provide REGIS-TR with a list of the entities (direct clients) on behalf of which it reports Contractual Data following the procedure set out in the Handbooks and comply with Article 8.4 (Duties of the Members) of the General Terms and Conditions and shall be liable for obtaining the Appointing Counterparties' necessary authorisation to act in their name and on their behalf for the purpose of the provision of the services in accordance with this Agreement.
- 12.5 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 this Agreement or any representation given hereunder.

### **Article 13 – REGIS-TR's liability and limitation**

- 13.1 REGIS-TR shall generate the reports that are made available to the Reporting Third Party according to the Handbooks.
- 13.2 REGIS-TR is not liable for the correctness, completeness and the accuracy of the data reported by the Reporting Third Party and which appear in the files reported to the Reporting Third Party.
- 13.3 REGIS-TR shall not be liable for the fraudulent use by a third party of any Access Key provided by REGIS-TR to the Reporting Third Party.
- 13.4 REGIS-TR shall not be liable for the completeness and the accuracy of the data provided by the Reporting Third Party in its Application Form and any documents amending the information contained in the Application Form.

### **Article 14 – Disclosure in relation with Contractual Data**

The Reporting Third Party authorises REGIS-TR to disclose its identification and required Contractual Data, if necessary, to the Members who are Appointing Counterparties to the relevant Contractual Data, to the other Members who are Counterparties to the relevant Contractual Data and to the external auditors of REGIS-TR for the performance of their services and to any Regulatory Authority.

## Article 15 – Amendment

15.1 Without prejudice of Article 13 (Amendments) of the General Terms and Conditions, REGIS-TR reserves the right to modify this Agreement 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.

Any amendments to this Agreement and to the fee schedule shall be notified by REGIS-TR to the Reporting Third Party in writing by electronic means, including e-mail, or by registered mail with a thirty (30) calendar days notice prior to the effective date of any such amendment. Unless the Reporting Third Party shall inform REGIS-TR in writing by e-mail or by registered mail to the contrary within ten (10) Business Days following the date of receipt of REGIS-TR's notice as defined in Article 16.1 (Communication in relation to Governing Documents) of the General Terms and Conditions, the Reporting Third Party shall be deemed to have accepted such amendments.

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 notice period 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 (*Amendments*) of the General Terms and Conditions.

## Article 16 – 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.

## Article 17 – Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the relationship contemplated hereby is not affected in any manner adverse to the Reporting Third Party and REGIS-TR. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will modify this Agreement so as to effect the original intent of the Reporting Third Party and REGIS-TR as closely as possible, in an acceptable manner to the end that the relationship contemplated hereby is fulfilled to the greatest extent possible.

## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

For and on behalf of: \_\_\_\_\_

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.

\_\_\_\_\_  
*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 \_\_\_\_\_

## FinfraG Reporting Third Party Agreement of REGIS-TR S.A.

### List of the Appendices

Appendix 1 – General Terms and Conditions

Appendix 2 – Application form

Appendix 3 – Termination request form

Appendix 4 – Application form for access to the Registered Data

Appendix 5 – SEPA Core Direct Debit Form

Appendix 6 – Supplementary Terms for Swiss Members