

FinfraG
Non-Reporting Entity Agreement

November 2022

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This Non-Reporting Entity 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 "**Non-Reporting Entity**")

REGIS-TR and the Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity entered into Derivative Contracts 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 Non-Reporting Entity. The Handbooks qualify as Governing Documents.

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

“User” means an Authorised Person of the Non-Reporting Entity 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 provision of the Reporting Services by REGIS-TR to the Non-Reporting Entity.
- 2.2 The obligation of REGIS-TR to provide the Reporting Services to the Non-Reporting Entity 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 The Contractual Data will be communicated to REGIS-TR by one or several Reporting Third Parties or Reporting Participants on behalf of the Non-Reporting Entity.

- 2.4 In accordance with the form for opening an account in REGIS-TR (Appendix 2, “Application Form”), the Non-Reporting Entity has view-only access and the Contractual Data will be submitted to REGIS-TR by the Reporting Third Party or Reporting Participant on behalf of the Non-Reporting Entity.

Article 3 – Acceptance by the Non-Reporting Entity

The Non-Reporting Entity 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 – [intentionally omitted]

Article 5 – Account

- 5.1 Prior to the opening of an Account, the Non-Reporting Entity shall provide to REGIS-TR the information specified in the **Appendix 2**.
- 5.2 The Non-Reporting Entity 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 Non-Reporting Entity 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-to-date, incorrect or incomplete information and data.
- 5.3 The Accounts shall display to the Non-Reporting Entity, for view-only purposes, the Registered Data (whether active or not) and any details related to it by each Reporting Third Party or Reporting Participant on behalf of the Non-Reporting Entity, provided to REGIS-TR and registered by REGIS-TR pursuant to this Agreement.

Article 6 – Communication of Contractual Data

- 6.1 Following the acceptance by REGIS-TR of the application of the Non-Reporting Entity in the form as set out in Appendix 2, and the opening of the relevant Account by REGIS-TR, the Contractual Data may be communicated to REGIS-TR by the Reporting Third Party or, as the case may be, by the Reporting Participant on behalf of the Non-Reporting Entity for its registration in the corresponding Account.
- 6.2 No communication of Contractual Data can be made by the Non-Reporting Entities.
- 6.3 The Non-Reporting Entities shall identify themselves, the relevant Counterparty and, the Reporting Third Party or, as the case may be, the Reporting Participant reporting on behalf of the Non-Reporting Entity.

Article 7 – Registration of the data

REGIS-TR shall promptly record into the corresponding Account the Contractual Data received from the Reporting Third-Party or, as the case may be, the Reporting Participant on behalf of the Non-Reporting Entity.

Article 8 – Reporting Service

8.1 REGIS-TR shall report to the Non-Reporting Entity the Registered Data as detailed in the Handbooks.

8.2 REGIS-TR shall provide the Non-Reporting Entity with all 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 the relevant 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 and automatic processing by the Non-Reporting Entity.

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 on behalf of the Non-Reporting Entity.

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 Non-Reporting Entity 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 Non-Reporting Entity to the Registered Data shall survive the termination of this Agreement. In such case, the Non-Reporting Entity may access its Registered Data, subject to Article 8.2, 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 Non-Reporting Entity's request within a reasonable timeframe. In case the Non-Reporting Entity'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 Non-Reporting Entity, will be disregarded.

Article 10 – Representations and warranties of the Non-Reporting Entity

The Non-Reporting Entity 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 duly and validly authorised the Reporting Third Party or the Reporting Participant for the communication of the Contractual Data to REGIS-TR on its behalf;
- (b) it shall provide the Reporting Third Party or the Reporting Participant with the full set of details of the Contractual Data which shall be accurate, true and complete;
- (c) it has waived any confidentiality provisions 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 Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity 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, 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 Non-Reporting Entity to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

Article 12 – Non-Reporting Entity liability

- 12.1 The Non-Reporting Entity 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 the corresponding confidentiality provisions contained in the Registered Data.

- 12.2 The Non-Reporting Entity shall be liable for authorising the Reporting Third Party or the Reporting Participant to act in its name and on behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.
- 12.3 The Non-Reporting Entity shall provide REGIS-TR with a list of entities it has duly and validly authorised to report the Contractual Data on its behalf following the procedure set out in the Handbooks and comply with Article 8.4 (Duties of the Members) of the General Terms and Conditions.
- 12.4 The Non-Reporting Entity 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 Non-Reporting Entity according to the Handbooks.
- 13.2 REGIS-TR is not liable for the correctness, completeness and the accuracy of the data reported on behalf of the Non-Reporting Entity and which appear in the files reported to the Non-Reporting Entity.
- 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 Non-Reporting Entity.
- 13.4 REGIS-TR shall not be liable for the completeness and the accuracy of the data provided by the Non-Reporting Entity in its Application Form and any documents amending the information contained in the Application Form.

Article 14 – Disclosure in relation with Contractual Data

The Non-Reporting Entity authorises REGIS-TR to disclose its identification and required Contractual Data, if necessary, to the other Members who are Counterparties to the relevant Contractual Data, 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 Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity 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 Non-Reporting Entity 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

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