

SFTR Non-Reporting Entity Agreement

November 2022

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This Agreement and the appendices attached hereto are subject to REGIS-TR's registration by ESMA for the purposes of art. 4 of SFTR and the inaugural opening of REGIS-TR's technical and operational systems for the provision of Reporting Services.

This Non-Reporting Entity 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 _____

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.

“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 and which are Governing Documents.

“Other Counterparty” means a legal person with whom the Non-Reporting Entity may have entered into an SFT as a counterparty and who may be another Member or a non-Member; collectively referred to as the “Counterparties”.

“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 SFTR Dashboard.

“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 Non-Reporting Entity.
- 2.2 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.
- 2.3 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).

Article 3 – Acceptance by the Non-Reporting Entity

The Non-Reporting Entity 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 – [intentionally omitted] Article 5 – Account

- 5.1 Prior to the opening of the Account, the Non-Reporting Entity shall provide the information specified in the relevant Handbook for the purpose of account opening.
- 5.2 REGIS-TR will open an Account for the Contractual Data communicated by each Reporting Third Party or Reporting Participant reporting on behalf of the Non- Reporting Entity.
- 5.3 The Account displays to the Non-Reporting Entity, for view-only purposes, the Registered Data (whether active or not) and any details related to it provided to REGIS-TR by each Reporting Third Party or Reporting Participant on behalf of the Non-Reporting Entity and registered by REGIS-TR pursuant to this Agreement.

Article 6 – Communication of Contractual Data

- 6.1 Once the Account has been opened by REGIS-TR following the acceptance by REGIS-TR of the application of the Non-Reporting Entity, the Contractual Data may be communicated by the Reporting Third Party or the Reporting Participant on behalf of the Non-Reporting Entity for its registration in the Account.
- 6.2 No communication of Contractual Data can be made by the Non-Reporting Entities.

Article 7 – Registration of the data

REGIS-TR shall promptly record the Contractual Data reported on behalf of the Non-Reporting Entity in the Account of the Reporting participant or in the Account of the Reporting Third Party.

Article 8 – Reporting Services

- 8.1 REGIS-TR shall provide the Non-Reporting Entity 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

- 9.1 The Registry shall contain the Registered Data as set forth in the Handbooks.
- 9.2 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.
- 9.3 Subject to 9.2, the Non-Reporting Entity shall have access to the Registered Data through the SFTR dashboard of REGIS-TR's website as set out in the Handbooks.

Subject to 9.2, the access by the Non-Reporting Entity to the Registered Data shall survive the termination of this Agreement, 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 the 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 – Representation and warranty 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) User ID (without limitation) to grant access to the SFTR dashboard of REGIS-TR's website together with a password for each User, as set forth in the Handbooks.

- 11.2 The obligation of REGIS-TR to provide the Non-Reporting Entity with the User IDs shall be expressly subject to the receipt by REGIS-TR of the names and the contact details of the

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Users as well as the capacity in which the Users act in the name of the Member.

- 11.3 The Non-Reporting Entity 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.
- 11.4 Unless otherwise set forth in this Agreement or in the Governing Documents, the view of reporting and queries will be made via the SFTR dashboard 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 be liable to REGIS-TR for any direct or indirect damages, costs, third party claims, losses caused by a breach of Article 10 this Agreement.

Article 13 – REGIS-TR's liability and limitation

- 13.1 REGIS-TR shall be liable for the generation of the files that are made available to the Non-Reporting Entity according to the Handbooks.
- 13.2 REGIS-TR shall be liable for the verification of the completeness and the accuracy of the data reported on behalf of the Non-Reporting Entity, as required by the Regulation.
- 13.3 REGIS-TR shall not be liable for the fraudulent use by a third party of a User ID.

Article 14 – Disclosure in relation with Contractual Data

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

Article 15 – Termination

- 15.1 REGIS-TR shall promptly notify the Non-Reporting Entity of (i) the termination of this Agreement in accordance with Article 14 (Termination) of the General Terms and Conditions and (ii) the subsequent closing of the Account.
- 15.2 If this Agreement is terminated by the Non-Reporting Entity, the Non-Reporting Entity shall send to REGIS-TR a closing request (Appendix 3) to close the Account within thirty (30) calendar days.
- 15.3 All Contractual Data will be kept by REGIS-TR as set out in the Handbooks.

Article 16 – Amendments

- 16.1 Subject to Articles 16.2 and 16.3, and without prejudice to Article 13 (Amendments) of the General Terms and Conditions, REGIS-TR reserves the right to amend the fee schedule and the technical conditions of the provision of the services as provided for in the Governing Documents by giving the Non-Reporting Entity not less than thirty (30) calendar days prior written notice.
- 16.2 Subject to Article 16.3, and without prejudice to Article 13 (Amendments) of the General Terms and Conditions, if the amendments alter the basic characteristics of the technical conditions of the provision of the services as provided for in the Governing Documents, or if REGIS-TR decides to end providing some or all of the services under this Agreement, REGIS-TR shall give the Non-Reporting Entity not less than ninety (90) calendar days prior written notice.
- 16.3 Without prejudice to Article 13 (Amendments) of the General Terms and Conditions, if the amendments referred to in Articles 16.1 and/or 16.2 are required by a legal or regulatory modification, or by changes to the trading rules, then REGIS-TR shall give the Non-Reporting Entity reasonable prior written notice.
- 16.4 Without prejudice to Article 13 (Amendments) of the General Terms and Conditions, if REGIS-TR notifies the Non-Reporting Entity of (i) an amendment as set out in Articles 16.1 and 16.2 or (ii) the end of all or part of its services as set out in Article 16.2, then the Non-Reporting Entity may terminate this Agreement by giving notice to REGIS-TR within thirty (30) calendar days following REGIS-TR's notification pursuant to Article 16.1 and/or 16.2. The termination shall become effective not less than thirty (30) calendar days after REGIS-TR's receipt of the notice given by the Non-Reporting Entity pursuant to this Article 16.4

Article 17 – Intra-group operations

The Non-Reporting Entity hereby authorises 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.

Article 18 – 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 Member and REGIS-TR. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, REGIS-TR will modify this Agreement so as to affect the original intent of the Member 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.

Article 19 – 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.

For and on behalf of _____

And, in witness whereof, the Parties sign the present Contract, as detailed below.

The Parties agree that the Contract, 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 contract will enter into force on the 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 _____

List of the Appendices

Appendix 1 – General Terms and Conditions

Appendix 2 – Application form

Appendix 3 – Closing request form

Appendix 4 – Access to Registered Data form

Appendix 5 – User modification form