

UK EMIR
Reporting Third Party Agreement

June 2023

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This Reporting Third Party agreement is made on _____

BETWEEN

1. REGIS-TR UK LTD, a company incorporated under the laws of England and Wales, having its registered office located at 4th floor Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom, and registered with Companies House in the UK under 11873883 (hereinafter referred to as "REGIS-TR").

AND

2. Company name _____
Country of legal incorporation _____
with registered office address _____
Address 1 _____
Address 2 _____
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.

“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 and which are Governing Documents.

“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.

“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 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.
- 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 hereto, 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 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 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 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.
- 9.2 Subject to 9.1, 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.

- 9.3 Subject to 9.1, the access by the Reporting Third Party 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 Reporting Third Party's request within a reasonable timeframe. In the case that the Reporting Third Party'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 Reporting Third Party, will be disregarded.

Article 10 – Access

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.

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

- 11.1 The Reporting Third Party shall be liable for the generation of the files and messages sent to REGIS-TR, including but not limited to any file transferred or message sent in violation of the Agreement.
- 11.2 The Reporting Third Party 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.
- 11.3 The Reporting Third Party shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims or 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.
- 12.3 REGIS-TR shall not be liable for the fraudulent use by a third party of a User ID.

Article 13 – Disclosure in relation to 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 promptly 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's notification of such modifications. Termination shall become effective thirty (30) calendar days after REGIS-TR's 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 request (**Appendix 3**) to close the Account in the form as prescribed in the Handbooks:

- a) upon thirty (30) calendar days' prior written notice, if termination takes place in accordance with article 14.2 (*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

Without prejudice to 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 agrees to provide the Reporting Third Party with thirty (30) calendar days' prior notice to the date in which any of the foregoing amendments is due to come into force.

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.

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 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 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 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 effect 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 18 – 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 19 – Rights of Third Parties

Unless expressly stated otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

Article 20 – Applicable law and jurisdiction

This Agreement (including non-contractual obligations arising out of or in connection with its subject matter or formation) shall be governed by and construed in accordance with English law.

The Member will submit to the exclusive jurisdiction of the competent courts of England and Wales for any dispute or claim (including any non-contractual disputes or claims) which may arise under or in connection with the Governing Documents.

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

Authorised Signature

Name _____
Title _____
Date _____

Authorised Signature

Name _____
Title _____
Date _____

LIST OF THE APPENDICES

Appendix 1 – General Terms and Conditions of REGIS-TR

Appendix 2 – Application Form

Appendix 3 – Closing Request Form

Appendix 4 – Application form for access to the Registered Data