

UK EMIR
Reporting Participant Agreement

June 2023

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This Reporting Participant 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 Square, 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 Participant"**).

REGIS-TR and the Reporting Participant 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 Participant 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 legal person with whom the Reporting Participant entered into

Derivative Transactions as a counterparty and who may be another Member or a non-Member; collectively referred to as the **"Counterparties"**.

"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 Participant and which are Governing Documents.

"Reporting Services" means the services provided to the Reporting Participant by REGIS-TR as set forth in this Agreement.

"User" means an Authorised Person of the Reporting Participant 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 provision of the Reporting Services by REGIS-TR to the Reporting Participant.
- 2.2 The obligation of REGIS-TR to provide the Reporting Services to the Reporting Participant 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 Participant

The Reporting Participant 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 – Account

- 4.1 Prior to the opening of the Account, the Reporting Participant shall provide the information specified in **Appendix 2**, related to the form for opening an Account in REGIS-TR (the **"Application Form"**).
- 4.2 The Account displays the Registered Data (whether active or not) provided to REGIS-TR, and registered by REGIS-TR pursuant to this Agreement, by either the Reporting Participant
 - (i) in its own name and/or
 - (ii) for and on behalf of non-Member Counterparties, or by a Reporting Third Party on behalf of the Reporting Participant. The Reporting Participant may also view any details related to the Registered Data.

Article 5 – Communication of Contractual Data

- 5.1 Once the Account has been opened by REGIS-TR following the acceptance by REGIS-TR of the application of the Reporting Participant the Reporting Participant may communicate the Contractual Data for its registration in the Account.

5.2 The Reporting Participant shall identify the relevant Counterparty.

Article 6 – Registration of the data

REGIS-TR shall promptly record the Contractual Data received from the Reporting Participant into the Account.

Article 7 – Reporting Service

- 7.1 REGIS-TR shall provide the Reporting Participant with reports related to the Registered Data as detailed in the Handbooks.
- 7.2 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 8 – Recordkeeping

- 8.1 The Registry shall contain the Registered Data as set forth in the Handbooks.
- 8.2 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.
- 8.3 Subject to 8.2, the Reporting Participant shall have access to the Registered Data through the private area of REGIS-TR's website as set out in the Handbooks.
- 8.4 Subject to 8.2, the access by the Reporting Participant 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 Participant's request within a reasonable timeframe. In the case that the Reporting Participant'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 Participant, will be disregarded.

Article 9 – Representation and warranty of the Reporting Participant

The Reporting Participant 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 in case the Reporting Participant is appointed by a Counterparty, it has been duly and validly appointed by such Counterparty;
- (b) it guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf of the Counterparties to Derivative Transactions under the applicable laws and regulations;
- (c) it shall report the full set of details that would have been reported had the

Contractual Data been reported to REGIS-TR by the Counterparties and in particular that the information and notifications sent to REGIS-TR by the Reporting Participant in the name and on behalf of its Counterparties are accurate, true and complete;

- (d) it has waived or obtained the waiver of any confidentiality provisions contained in the Registered Data to the extent required for the provision of the services by REGIS-TR.

Article 10 – Access

- 10.1 REGIS-TR shall provide the Reporting Participant with a minimum of one (1) User ID (without limitation) to grant access to the private area of REGIS-TR's website together with a password and a signature key for each User, as set forth in the Handbooks.
- 10.2 The obligation of REGIS-TR to provide the Reporting Participant with the User IDs shall be expressly subject to the receipt by REGIS-TR of the names and the contact details of the Users as well as the capacity in which the Users act in the name of the Member.
- 10.3 The Reporting Participant 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.
- 10.4 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 Participant to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

Article 11 – Reporting Participant Liability

- 11.1 The Reporting Participant shall be liable 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 any file transferred or message sent in violation of the Agreement.
- 11.2 The Reporting Participant 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 and/or obtained the waiver of the corresponding confidentiality provisions contained in the Registered Data.
- 11.3 The Reporting Participant shall be liable for obtaining Counterparties' necessary authorisation to act in their name and on their behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.
- 11.4 The Reporting Participant shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims or losses caused by a breach of article 9 of this Agreement.

Article 12 - REGIS-TR's liability and limitation

- 12.1 REGIS-TR shall be liable for the generation of the files that are made available to the Reporting Participant 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 Participant and/or the Counterparty.
- 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 Participant authorises REGIS-TR to disclose its name and identification, if necessary, to the other Members who are 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 Participant of (i) the termination of the provision of the REGIS-TR services and (ii) the subsequent closing of the Account.
- 14.2 REGIS-TR reserves the right to terminate or suspend the provision of services to the Reporting Participant in relation to the Account with immediate effect and without prior notice in accordance with article 14.3 of the General Terms and Conditions (Termination).
- 14.3 In the event of the termination of this Agreement or termination of the provision of the services related to the Account in accordance with article 14 (*Termination*) of the General Terms and Conditions, REGIS-TR may close the Account.
- 14.4 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 Participant shall be entitled to 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 Participant.
- 14.5 In the event of the termination of this Agreement or termination of the provision of the services related to the Account, the Reporting Participant 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 14.4 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, and hereby agrees to provide the Reporting Participant 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 Participant 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

Appendix 2 – Application form

Appendix 3 – Closing request form

Appendix 4 – Access to Registered Data form

Appendix 5 – User modification form