

UK EMIR
Superuser Agreement

January 2024

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This Superuser Agreement is made on _____

BETWEEN

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

Company name

Country of legal incorporation

with registered office address

Address 1

Address 2

Town/City

Postcode

Country

Registered at (Company Registry)

Company Registration Number

(hereinafter referred to as the
"Superuser")

REGIS-TR and the Superuser are hereinafter individually referred to as a "Party" and collectively as the "Parties".

NOW THEREFORE, the Parties hereto agree as follows:

Article 1 – Definitions

- 1.1 The following capitalised terms and expressions shall have the following meaning when used in these General Terms and Conditions:

“Access Key” means a USER ID, password and/or signature key.

“Account” means the account(s) opened with REGIS-TR in the name of a Superuser according to this Agreement.

“Affiliate” shall include any person that, directly or indirectly, controls, is controlled by the same ultimate controlling shareholder, through one or more intermediaries, or is under common control with REGIS-TR, where the term “control” means the possession of (i) 50% or more of the voting rights in the general meeting of a person or (ii) the power, directly or indirectly, whether by contract or ownership, to direct or cause the direction of the management and affairs of a person, including investment decisions.

“Agreement” means this UK Superuser agreement, its appendices, the Handbooks and any other related Governing Documents, as they may be amended from time to time.

“Authorised Person” means any person duly authorised by the Superuser to act in the name and on behalf of such Superuser including without limitation, authorisation to enter into the corresponding Superuser Agreement, to enable such Superuser to have access to REGIS-TR’s Superuser Services and to make communications on such Superuser’s behalf, according to the corresponding powers of attorney or applicable authorisations as may be modified from time to time.

“Business Day” means a day on which REGIS-TR is open for business.

“Contractor” means any Affiliate or third party to which REGIS-TR may from time to time outsource or sub-contract all or part of the services offered by REGIS-TR. The term **“Contractor”** shall include any sub-contractor appointed from time to time by any Contractor.

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

“Governing Documents” means the applicable Superuser Agreement, the fee schedule, the Handbooks, as these documents may be amended from time to time,

and such other documents binding on Superusers 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 Superuser. The Handbooks qualify as Governing Documents.

“Member” means a legal person or entity, whether financial or non-financial counterparty, whether private or public, which has been accepted by REGIS-TR as member and to which services are provided pursuant to a Member Agreement.

“Member Agreement” means an agreement entered into between REGIS-TR and a Member for the provision of services.

“Registered Data” means any Contractual Data reported by a Member and registered with REGIS-TR to which the Superuser is authorised to have access through the Superuser Services and to which REGIS-TR has agreed to grant access to the Superuser pursuant to this Agreement.

“Regulation” means (i) EMIR and/or (ii) upon the United Kingdom’s departure from the European Union, any UK ‘onshoring’ statutory instrument or related legislation as amended, varied, supplemented, replaced or re-enacted for the purposes of incorporating EMIR into English law, as applicable.

“Superuser” means a legal person or entity, whether public or private, which has entered into a Superuser agreement with REGIS-TR.

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

“User” means an Authorised Person of the Superuser to act in its name and on its behalf in order to enable him/her to have access to REGIS-TR services.

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 Superuser Services by REGIS-TR to the Superuser.
- 2.2 The obligation of REGIS-TR to provide the Superuser Services to the Superuser 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 - Account

- 3.1 Prior to the opening of an Account, the Superuser shall provide to REGIS-TR the information specified in UK EMIR Appendix 2, related to the form for opening an Account in REGIS-TR (the “Application Form”).

The Superuser 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 Superuser is liable for any damages or losses caused to REGIS-TR or any other Members or Superusers due to the provision in the Application Form of inaccurate, out-to-date or incomplete information and data.

- 3.2 The Account display to the Superuser, for view-only and downloading purposes, the Registered Data (whether active or not) and Reports (as defined below) and any details related to it provided to REGIS-TR by one or more Members and registered with REGIS-TR and to which the Superuser is duly and validly authorised to have access to by each relevant Member.

Article 4 – Reporting Service

- 4.1 REGIS-TR shall provide the Superuser with reports at pre-defined period including positions by Member and by categories of the Registered Data as detailed in the Handbooks (the “Reports”).
- 4.2 The Reports shall be available for view-only and downloading to the Superuser through the Account, for 6 days from the date of their issuance.
- 4.3 The Superuser may access the Reports, after the expiry of the period mentioned in 4.2 and for a period of 10 years following the termination, cancellation or expiry of Registered Data, by sending a written request to REGIS-TR in the form of UK EMIR Appendix 4 making a reference to the identification details of such Reports. REGIS-TR shall reply to the Superuser’s request within a reasonable time frame. In case the Superuser’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 Superuser, will be disregarded.

Article 5 - Registry

- 5.1 The Superuser hereby represents and warrants to REGIS-TR on a continuing basis for the entire duration of its contractual relationship with REGIS-TR that:
- (a) it is duly incorporated, established or constituted (as the case may be) and validly

existing under the laws of its country of incorporation, establishment or constitution (as the case may be);

- (b) it is duly authorised and empowered to execute and deliver the Agreement and to perform its duties and obligations under the Governing Documents;
- (c) all authorisations, orders, consents and approvals of all competent authorities necessary for the execution, delivery and performance of the Agreement have been obtained, and all other declarations, filings or registrations with any regulatory authority, governmental authority or other competent authority which are required or appropriate for the execution, delivery and performance of the Agreement have been obtained or made and are valid, subsisting and irrevocable;
- (d) it is not restricted under the terms of its constitution or in any other manner from performing its obligations under the Governing Documents;
- (e) on the assumption that the Governing Documents are valid and enforceable as a contract as a matter of the English law, this Agreement constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with their terms;
- (f) the choice of the English law as the governing law of the Governing Documents and the submission to the jurisdiction of the courts of England and Wales are valid and irrevocably binding upon it;
- (g) it has obtained the consent of each Member referred in UK EMIR Appendix 7 to have access to the Registered Data through the Reports;
- (h) it ensures the protection and confidentiality of the Registered Data and the Reports.

5.2 The Superuser undertakes to notify REGIS-TR of any change in its legal capacity or in case any of the above representations become inaccurate, wrong or misleading.

5.3 REGIS-TR hereby represents and warrants to the Superuser, on a continuing basis for the entire duration of its contractual relationship with REGIS-TR, that:

- (a) it is duly organised and validly existing under the English law and that it conducts its business in compliance with all applicable laws, decrees, regulations and constitutive documents which are applicable to it, including in particular the provisions of the regulation and implementing regulations;
- (b) it is duly registered and under the supervision of the FCA;

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- (c) it has the power and the capacity to enter into and deliver the Agreement and to perform its obligations under the Governing Documents;
 - (d) the entry into force and performance of the Agreement do not violate or conflict with any applicable laws, decrees or regulations, the constitutional documents applicable to it, any guidelines of regulatory authorities applicable to it, any regulatory authorisation, judgement or order to which it is subject or any restriction binding on or affecting it;
 - (e) its obligations under the Governing Documents constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; and
 - (f) there exists no legal or arbitral action or judicial or administrative procedure or other measure against it which could result in a substantial deterioration of its business or financial condition or which could affect the validity or the performance by it of the Governing Documents.

Article 6 - Access

- 6.1 REGIS-TR shall provide the Superuser with a minimum of one (1) Access Key to grant access together with an SFTP user link, as set forth in the Handbooks.
- 6.2 The obligation of REGIS-TR to provide the Superuser with the Access Key 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 Superuser.
- 6.3 The Superuser 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 Access Key.
- 6.4 Unless otherwise set forth in this Agreement or in the Governing Documents, the reports will be made available via the technical means approved by REGIS-TR, subject to the provision by the Superuser to REGIS-TR of all the necessary technical and contact details and related documents, in accordance with the Governing Documents.

Article 7 - Duties of the Superuser

- 7.1 The Superuser shall provide all necessary cooperation to REGIS-TR in order to facilitate the provision of the Superuser Services as provided in the Governing

Documents. The Superuser shall timely provide to REGIS-TR all useful and necessary data and/or other information necessary or useful for an adequate provision of services. The Superuser shall ensure the accuracy and completeness of such data and/or other information (including but not limited to the data provided by the Superuser in or in connection with its application form (UK EMIR Appendix 2)).

- 7.2 The Superuser 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.

Any declaration of authorisation, consent, power of attorney and signatory authorities of Authorised Persons required under the Governing Documents and lodged with REGIS-TR shall be valid (notwithstanding any entry into a company register or other similar register to the contrary) unless, and until, a revocation or amendment sent by registered letter is received by REGIS-TR.

Unless such revocation or amendment specifies a later date, such revocation or amendment shall be considered effective on the second Business Day after the date of its receipt by REGIS-TR.

- 7.3 In the event that, due to a breach by another Superuser or a Member of its duties, REGIS-TR has erroneously made available any reports, information or data which are not in relation with the Registered Data and/or the Reports to be received by the receiving Superuser, the Superuser:

- shall without any delay notify REGIS-TR of such event;
- undertakes to remove, erase or delete permanently such reports, information or data, from any computer, word processor, mobile telecommunication device or similar device which would allow the storage of data of any of its representatives, staff members or any third party having access to such data without any delay.

In such event only, REGIS-TR is entitled to block immediately the access to the Account of the receiving Superuser in order to delete permanently any such reports, information or data which is not Registered Data and/or the Reports.

- 7.4 The Superuser shall at all times exercise due care in ensuring and maintaining the security of the communications media by which it transmits information to REGIS-TR or receives Reports or Registered Data from REGIS-TR.

- 7.5 The Superuser shall at all time and on a continuous basis ensure the confidentiality

of the Registered Data and the Reports and shall not disclose to any third party other than a regulatory authority or any other person authorised by law any such Registered Data and Reports without the prior written consent of the Member.

- 7.6 The Superuser shall ensure the safety and proper use by Authorised Persons only of all Access Keys to the system of REGIS-TR and the Superuser shall be fully responsible and shall indemnify REGIS-TR for any unauthorised use of such Access Keys unless it is due to a gross negligence or wilful misconduct of REGIS-TR.
- 7.7 All reports and notifications made, instructions given and other communications made by the use of such Access Keys and devices shall, as between the Superuser and REGIS-TR conclusively be deemed to originate from the Superuser and to have been transmitted by an Authorised Person and will thus bind the Superuser.

Article 8 – Superusers’s Liability

- 8.1 The Superuser shall be liable for and indemnify REGIS-TR for the disclosure of any Registered Data and Reports in case the confidentiality of the Registered Data and Reports has not been waived.
- 8.2 The Superuser 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 9 - REGIS-TR’s liability and limitation

- 9.1 REGIS-TR shall generate the Reports that are made available to the Superuser according to the Handbooks.
- 9.2 REGIS-TR is not liable for the correctness, completeness and the accuracy of the data reported on behalf of/by the Member and which appears in the Reports issued to the Superuser.
- 9.3 REGIS-TR shall not be liable for the fraudulent use by a third party of any Access Key provided by REGIS-TR to the Superuser.
- 9.4 REGIS-TR shall not be liable for the completeness and the accuracy of the data provided by the Superuser in its Application Form and any documents amending the information contained in the Application Form.

Article 10 – Disclosure in relation with the Superuser Services

The Superuser authorises REGIS-TR to disclose its name and identification, if

necessary, to the external auditors of REGIS-TR for the performance of their services, to the Members and to any regulatory authority.

Article 11 - Regulatory requests and control by REGIS-TR

11.1 REGIS-TR reserves the right to request evidence from the Superuser of its compliance with its obligations, duties, representations and warranties, in particular in relation with applicable personal data protection requirements, as provided in this Agreement.

For that purpose, the Superuser agrees that REGIS-TR, its employees, agents or Contractors or REGIS-TR's auditors shall have the right in strict compliance with regulatory and compliance rules applicable to REGIS-TR to require from the Superuser, at any time, the disclosure, within the ten (10) following calendar days from the REGIS-TR's request, of any documentation and information they may consider necessary.

11.2 The documentation and information disclosed according to the precedent paragraph shall be treated as confidential subject to the terms of Article 12 (*Confidentiality*) of this Agreement. REGIS-TR shall ensure that its auditors, employees, agents and Contractors are fully aware of the confidential nature of the information they may receive in the exercise of these rights and will comply with the confidentiality obligations set out in Article 12 (*Confidentiality*) of this Agreement.

Article 12 - Confidentiality

12.1 REGIS-TR shall keep confidential any information which it may have acquired in relation to this Agreement.

12.2 The Superuser hereby expressly consents to the access by service providers to information maintained by REGIS-TR.

12.3 REGIS-TR has outsourced and sub-contracted a number of services to Contractors, and the Superuser, in order to allow the provision of services hereunder, agrees and instructs REGIS-TR to grant access to and treatment of its data, those of its Authorised Persons, to all its Contractors, as appointed from time to time.

12.4 The obligation of confidentiality shall not apply to any information which enters within the scope of the Superuser Services and/or which is required to be disclosed by any law, regulation, court order, or by or to any regulatory authority. In the event that REGIS-TR is required by any law, regulation, court order, or by any relevant

regulatory authority to disclose any other information concerning the Superuser, REGIS-TR shall, where not prohibited from doing so by applicable law, regulation, court order, or the relevant regulatory authority, notify the concerned Superuser before such disclosure and, at the time of disclosure, provide a copy of the requested information so disclosed to the Superuser.

- 12.5 In case REGIS-TR is involved in any litigation or investigation in connection with the services provided by REGIS-TR to the Superuser, the Superuser authorises and irrevocably instructs REGIS-TR to provide, in the context of such litigation or investigation, all such information, documents and evidence as shall be required or customary in the relevant jurisdiction and all such information as REGIS-TR shall deem necessary or advisable to protect its own interests and, if not conflicting, the Superuser's interests. REGIS-TR shall not be liable for any damages suffered by the Superuser that may result from such disclosure or other measures taken by REGIS-TR.

Article 13 – Data Protection

- 13.1 REGIS-TR in the framework of these General Terms and Conditions will collect from time to time all necessary data from the Superuser for the purpose of executing its contractual obligations.

- 13.2 REGIS-TR acting as Controller:

REGIS-TR is a Controller pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR") (the "Data Protection Law").

The Superuser is hereby informed that REGIS-TR collects, stores and otherwise Processes Personal Data relating to the Superuser's employees, its representatives and its contact persons, such as their name and contact details, (the "Superuser Personal Data") as described below.

The Superuser Personal Data is processed (i) for the provision of the services by REGIS-TR under or in connection with these General Terms and Conditions and any other Governing Document, (ii) for the compliance by REGIS-TR with its legal and

regulatory obligations vis-à-vis national or foreign administrative, governmental, supervisory, judicial or tax authorities, and (iii) for the pursuit of REGIS-TR's legitimate interests and the defence of its rights in the context of local or foreign judicial proceedings, including discovery proceedings.

REGIS-TR undertakes not to transfer the Superuser Personal Data to any third party, except if required by law or authorised by the Superuser or according to the paragraph 13.4 and 11.7 of this agreement.

The Superuser's employees, its representatives and its contact persons have a right to access their Personal Data and may ask for a rectification where such Personal Data is inaccurate or incomplete by letter addressed to REGIS-TR at the address indicated in Article 16.4 (Communication in relation to Governing Documents) of these General Terms and Conditions.

13.3 REGIS-TR acting as Processor:

In the context of the performance of these General Terms and Conditions or any other Governing Document, REGIS-TR may in certain instances carry out acts of processing of Personal Data of Data Subjects provided by the Superuser.

In such circumstance, the Superuser will be the Controller in respect of the Personal Data processed by REGIS-TR on its behalf in the scope of the General Terms and Conditions and any other Governing Document.

REGIS-TR, when acting as a Processor for, and on behalf of, the Superuser hereby undertakes to:

- (a) Process the Personal Data provided by the Superuser exclusively in accordance with (i) these General Terms and Conditions and any other Governing Document (ii) the instructions received from the Superuser from time to time, in writing and (iii) its legal obligations;
- (b) implement appropriate technical and organisational measures necessary to ensure the safety and confidentiality (in accordance with Article 10 (Confidentiality)) of the Personal Data provided by the Superuser against accidental or unlawful destruction or accidental loss, falsification, unauthorised dissemination or access and against all other unlawful forms of Processing;
- (c) communicate to the Superuser, at its request and within fifteen (15) calendar days of such request, a detailed report on the measures implemented and generally to

cooperate with the Superuser and any judicial authority or Regulatory Authority in the event of a request, audit and investigation by such judicial authority or Regulatory Authority; and

- (d) not to transfer the Personal Data to any third parties, except if required by applicable legislation or authorised by the Superuser or according to paragraph 13.4 and 13.5 of this agreement.

13.4 In the event that the Personal Data and the Data are also qualified as personal data according to personal data protection law applicable to the Superuser, and to the extent applicable, the Superuser acknowledges and warrants that, before the personal data transfer to REGIS-TR takes place, and unless if such applicable personal data protection law expressly authorises such transfer (including subsequent transfers), it has fulfilled all obligations in relation with this transfer, by providing all necessary information and details in relation with the data holders rights, obtaining, as the case may be, all necessary consents and by reporting such transfer to the relevant data protection supervisory authority.

13.5 In the event that the Personal Data and the Data are also qualified as personal data according to personal data protection law applicable to the Superuser, and to the extent applicable, the Superuser acknowledges and warrants that, before the personal data transfer to REGIS-TR takes place, and unless if such applicable personal data protection law expressly authorises such transfer (including subsequent transfers), it has fulfilled all obligations in relation with this transfer, by providing all necessary information and details in relation with the data holders rights, obtaining, as the case may be, all necessary consents and by reporting such transfer to the relevant data protection supervisory authority.

13.6 The Superuser consents to the disclosure of the Personal Data and the Data by REGIS-TR to service providers involved in the context of the performance of the services by REGIS-TR, and which are mentioned in the above paragraph to the professional advisors of REGIS-TR, such as its auditors or lawyers or to other third parties involved in the context of the compliance with its legal and regulatory duties or rights towards national or foreign administrative, governmental, supervisory, judicial or tax authorities and in the context of the pursuit of the REGIS-TR's legitimate interests and the defence of its rights in the context of local or foreign judicial proceedings, including discovery proceedings. The Superuser confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subject of the sharing of the Personal Data and Data as

described above and that it has received the necessary prior written consent from its employees, its representatives, its contact persons, and the Data Subjects in this regard.

- 13.7 Upon termination of the the provision of the services by REGIS-TR, REGIS-TR may retain the Superuser's data (including the Personal Data) for a ten (10) years period, or any other time period as prescribed by any applicable law, regulation or Governing Document, following the termination of the Agreement.
- 13.8 Upon expiry of the period mentioned in previous paragraph, REGIS-TR shall destroy or deliver all the data provided by the Superuser under the Governing Documents (as well as any media or documents including such data) to the Superuser.

Article 14 - Amendment

- 14.1 REGIS-TR reserves the right to modify this Agreement and the technical conditions of the provision of the services, and hereby undertakes to provide the Superuser 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 Superuser 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.

- 14.2 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 on a commercially reasonable timeframe.

Article 15 - Termination

- 15.1 Each Party may terminate this Agreement upon not less than one (1) month prior written notice without any obligation to disclose its reasons for such termination.
- 15.2 Notwithstanding the foregoing, REGIS-TR reserves the right to terminate or suspend entirely or partially the provision of services to the Superuser pursuant to the Agreement with immediate effect if in REGIS-TR's opinion any representation made by the Superuser shall cease to be true or if the Superuser is in material breach of any obligation incumbent upon it under any of the Governing Documents or as the case may be any other agreement between REGIS-TR and the Superuser or the occurrence of any of the following events:

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- (a) if in REGIS-TR's reasonable opinion:
 - (i) the financial position of the Superuser is threatened;
 - (ii) by continuing its relationship with the Superuser, REGIS-TR may be subject to a liability claim;
 - (iii) the operations of the Superuser appear to be contrary to public policy or standards of decency;
 - (iv) the Superuser fails in its duty to act in good faith vis-à-vis REGIS-TR;
 - (v) the Superuser is subject to criminal investigations;
 - (b) if circumstances arise which REGIS-TR reasonably believes would affect the Superuser's ability to fulfil the obligations incumbent upon it under the Governing Documents or any other agreement between REGIS-TR and the Superuser, including, but not limited to, the occurrence of any of the following events:
 - (i) the commencement by the Superuser, or by any other person (including any supervisory or regulatory authority) with respect to the Superuser, of a case or other proceeding seeking liquidation, reorganisation or other similar relief with respect to the Superuser or its debts under any bankruptcy, composition, receivership, conservatorship, insolvency or other similar law now, or hereafter, in effect or seeking the appointment of a trustee, receiver, conservator, liquidator, custodian, administrator or other similar official of it or any substantial part of its property under any such law;
 - (ii) the authorisation of a measure described in (i) by a corporate governing body of the Superuser;
 - (iii) an admission by the Superuser of its inability to pay its debts generally as they become due;
 - (iv) the calling by the Superuser of a general meeting of its creditors for the purpose of seeking a compromise of its debts;
 - (v) a general assignment by the Superuser for the benefit of its creditors;
 - (vi) the attachment or execution upon or against any asset or property of the Superuser; or
 - (vii) the suspension of operations, the assumption or substitution of management, or

any other change in control in the affairs of the Superuser resulting from the action of any court, tribunal, government, governmental authority, regulatory or administrative agency, or governmental commission;

- (c) if any change occurs in the circumstances under which the contractual relationship between REGIS-TR and the Superuser was concluded, which could not reasonably have been taken into account at the time of such conclusion and which exposes REGIS-TR to a risk which it is not, under the contractual relationship normally required to bear.

15.3 In the event the FCA withdraws the registration of REGIS-TR as a trade repository, REGIS-TR may terminate with immediate effect the Superuser's use of services. In the event the FCA withdraws the registration of REGIS-TR as a trade repository, the Superuser may terminate with immediate effect the Agreement, during a period of fifteen (15) days from the publication by the FCA of the withdrawal of registration.

15.4 In case of termination by the Superuser of this Agreement the Superuser shall send the duly completed termination request form as set out in UK EMIR Appendix 3, within a one-month prior written notice when applicable.

15.5 Following the termination of the provision of services to the Superuser pursuant to the Agreement for any reason, the Superuser shall be released from its obligations towards REGIS-TR in relation with such Agreement when REGIS-TR confirms in writing to the Superuser that all the fees, commissions and other charges due to REGIS-TR, as applicable, have been paid and all other obligations which REGIS-TR requires the Superuser to discharge have been discharged.

15.6 Upon termination of the Agreement and unless otherwise agreed in writing by the Parties, REGIS-TR shall not provide any services to such Superuser as provided in the Governing Documents.

Article 16 - Communication in relation to Governing Documents

16.1 Any communication in writing by REGIS-TR shall be deemed to have been received ten (10) Business Days after it has been mailed to the then current mailing address on file at REGIS-TR for the Superuser.

16.2 Any communication made available by electronic means by REGIS-TR shall be deemed to have been received one (1) Business Day after it has been communicated

to the then current contact details on file at REGIS-TR for the Superuser.

16.3 The Member is responsible for keeping the contact details of its REGIS-TR registration current and valid. The Superuser may designate a new mailing address or new contact details at any time by providing REGIS-TR with written notice in the form as set out in the relevant application form.

16.4 Unless otherwise provided herein, any notice required or authorisation to be given by a party under these General Terms and Conditions shall be delivered by e-mail or by registered mail to the registered office of the other party. In particular, any notice to be provided by the Superuser to REGIS-TR in accordance with the Governing Documents (including these General Terms and Conditions) shall be made in writing by registered mail or by e-mail, unless otherwise specified therein.

Correspondence for REGIS-TR should be sent to:

REGIS-TR UK LTD
Client Onboarding
Calle de la tramontana , 2bis
E - 28231 Las Rozas de Madrid - Madrid
Spain

If delivered by e-mail admin@regis-tr.com

Article 17 - Fees charged by REGIS-TR

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 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 Superuser 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 Superuser 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 - Miscellaneous

- 19.1 Except as may be expressly provided therein, the Governing Documents and any other agreement between REGIS-TR and the Superuser are solely for the benefit of REGIS-TR and the Superuser. No other party shall have or be entitled to assert any rights, claim or remedies against REGIS-TR.
- 19.2 The provisions of the Articles 8, 9 (Liability), 12 (Confidentiality) and 13 (Data Protection) shall survive the termination of the Agreement and any other Governing Documents without limitation in time.
- 19.3 REGIS-TR will only be bound to provide the services after signature of a specific agreement related to such services (including the Superuser Agreement).
- 19.4 The Superuser may not assign, resell and sublicense any of its rights, duties or obligations without REGIS-TR's prior consent.
- 19.5 No waiver by REGIS-TR of any breach by the Superuser of any term, condition or obligation hereunder shall be effective unless made in writing and executed by REGIS-TR and no such waiver shall be deemed a waiver of the same or similar breach thereafter.

Article 20 - Applicable law and jurisdiction

- 20.1 The Agreement and any other Governing Documents (including non-contractual obligations arising out of or in connection with their subject matter or formation) shall be governed by and construed in accordance with English law.
- 20.2 The Superuser 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.

Made in two (2) originals on the day and year first above written.

For and on behalf of _____

Authorised Signature

Name _____

Title _____

Date _____

Authorised Signature

Name _____

Title _____

Date _____

For and on behalf of REGIS-TR UK LTD

Authorised Signature

Name _____

Title _____

Date _____

Authorised Signature

Name _____

Title _____

Date _____