

SFTR  
Reporting Participant 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 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 \_\_\_\_\_  
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.

**“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.

**“Other Counterparty”** means a legal person with whom the Reporting Participant entered into 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 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 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 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 – [intentionally omitted]

### Article 5 – Account

- 5.1 Prior to the opening of the Account, the Reporting Participant shall provide the information specified in the relevant Handbook for the purpose of account opening.
- 5.2 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 or by another Reporting Participant on behalf of the Reporting Participant. The Reporting Participant may also view any details related to the Registered Data.

## 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 Reporting Participant, the Reporting Participant may communicate the Contractual Data for its registration in the Account.
- 6.2 The Reporting Participant shall identify the relevant Other Counterparty.

## Article 7 – Registration of the data

REGIS-TR shall promptly record the Contractual Data of the Reporting Participant into the Account as well as Contractual Data reported on behalf of a Non-Reporting Entity or a non-Member.

## Article 8 – Reporting Services

- 8.1 REGIS-TR shall provide the Reporting Participant 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 Reporting Participant shall have access to the Registered Data through the SFTR dashboard as set out in the Handbooks.

Subject to 9.2, 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 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 10 – 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 the Other Counterparty, it has been duly and validly appointed by such Other Counterparty;
- (b) it guarantees protection of the Contractual Data and compliance with the reporting obligations in the name and on behalf of the Other Counterparties to SFTs 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 Other Counterparties and in particular that the information and notifications sent to REGIS-TR by the Reporting Participant in the name and on behalf of the Other 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 11 – Access

- 11.1 REGIS-TR shall provide the Reporting Participant 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 and a signature key for each User, as set forth in the Handbooks.
- 11.2 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.
- 11.3 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.
- 11.4 Unless otherwise set forth in this Agreement or in the Governing Documents, the communications, notifications, reporting, requests and queries will be made via the SFTR dashboard 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 12 – Reporting Participant liability

- 12.1 The Reporting Participant shall be liable for the generation of the files and messages sent to REGIS-TR, including but not limited to the files transferred and messages sent to REGIS-TR in violation of the Governing Documents.
- 12.2 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 obtained the waiver of the corresponding confidentiality provisions contained in the Registered Data.
- 12.3 The Reporting Participant shall be liable for obtaining the Other Counterparties' necessary authorisation to act in their name and on behalf for the purpose of the provision of the Reporting Services in accordance with this Agreement.
- 12.4 The Reporting Participant shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims, losses caused by a breach of article 10 of 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 Reporting Participant according to the Handbooks.

- 13.2 REGIS-TR shall be liable for the verification of the completeness and the accuracy of the data reported by the Reporting Participant and/or the Other Counterparty and/or the Reporting Third Party, 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 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/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 Reporting Participant 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 Reporting Participant, the Reporting Participant 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 Reporting Participant 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 Reporting Participant 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 Reporting Participant reasonable prior written notice.
- 16.4 Without prejudice to Article 13 (Amendments) of the General Terms and Conditions, if REGIS-TR notifies the Reporting Participant 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 Reporting Participant 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 Reporting Participant pursuant to this Article 16.4.

## Article 17 – 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 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 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 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 date 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