

SFTR  
Reporting Third Party Agreement

November 2022

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## SFTR Reporting Third Party Agreement of REGIS-TR S.A.

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 Third Party 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, 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 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:

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### 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.

**“Reporting Services”** means the services provided to the Reporting Third Party by REGIS-TR as set forth in this Agreement.

**“User”** means an Authorised Person of the Reporting Third Party 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 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.

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### Article 4 – General Provisions

- 4.1 A Reporting Third Party may be appointed by an Entity Responsible that delegates its responsibility 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 SFT 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

Prior to the opening of the Account, the Reporting Third Party shall provide the information specified in the relevant Handbook for the purpose of Account opening.

### Article 6 – Communication of Contractual Data

- 6.1 Once the Account has been opened by REGIS-TR in accordance with Article 5 thereto, 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 Reporting Counterparties and/or Entities Responsible in its communications related to the Contractual Data.

### Article 7 – Registration of the data

RTR shall promptly record the Contractual Data received from the Reporting Third Party as follows:

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- (i) in the relevant Account of the Reporting Counterparty or, as the case may be, the Entity Responsible, on whose behalf the Contractual Data is reported, if there is one; or, if there is none:
- (ii) in the relevant Account of the Reporting Third Party.

### Article 8 – Reporting Services

- 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 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 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 clause 9.1, the Reporting Third Party shall have access to the Registered Data through the SFTR Dashboard.

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 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 – [intentionally omitted]

### Article 11 – 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.

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### Article 12 – Reporting Third Party liability

- 12.1 The Reporting Third Party shall be liable for the generation of the files and messages sent to REGIS-TR, including but not limited to the files transferred and messages sent to REGIS-TR in violation of the Governing Documents.
- 12.2 The Reporting Third Party shall be liable for obtaining the Appointing Counterparties' necessary authorisation to act in their name and on behalf for the purpose of the provision of the services in accordance with this Agreement.
- 12.3 The Reporting Third Party shall be liable to REGIS-TR for any direct or indirect damages, costs, third party claims, losses caused by a breach of article 4.3 of this Agreement.

### Article 13 – REGIS-TR's liability and limitation

- 13.1 REGIS-TR shall be liable for the generation of the reports that are made available to the Reporting Third Party according to the Handbooks.
- 13.2 REGIS-TR shall be liable for the verification of the completeness and the accuracy of the data reported by 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 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 15 – Termination

- 15.1 REGIS-TR shall promptly notify the Reporting Third Party 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 Third Party, the Reporting Third Party 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 Third Party 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 Third Party 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 Third Party reasonable prior written notice.
- 16.4 Without prejudice to Article 13 (Amendments) of the General Terms and Conditions, if REGIS-TR notifies the Reporting Third Party 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 Third Party 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 Third Party pursuant to this Article 16.4.

**Article 17 – 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 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



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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.

## SFTR Reporting Third Party Agreement of REGIS-TR S.A.

For and on behalf of \_\_\_\_\_

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 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 \_\_\_\_\_

## SFTR Reporting Third Party Agreement of REGIS-TR S.A.

### 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